



Managed by Salmon Harbor Marina, A department of Douglas County  
236 Marina Way, Winchester Bay Oregon | 541-271-3407 ext. 304

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## **APPLICATION PACKET: MARINA ACTIVITY CENTER**

### **Included in this Packet**

1. Application Request and Agreement Form
2. Rental Rates
3. Rental Policies and Procedures

### **Instructions**

Read and familiarize yourself with the Rental Policies and Procedures included in this packet.  
Fill out the Required Documents and send them to:

**Attn: Savanna Wright  
Salmon Harbor Marina  
P.O. Box 1007  
Winchester Bay, OR 97467**

You may also email or fax the application to:  
**Fax:** (541) 271-2060  
**Email:** sdwright@co.douglas.or.us

Your application request will be reviewed, and you will be contacted for further instruction.

### **Requirements for Renting the MAC**

1. Completed Application Request and Agreement Form (located on page 12)
2. Your signature on the last page of the Rental Policies and Procedures section of this packet (located on page 11)
3. Certificate of Insurance which must include:
  - a.) Minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
  - b.) Additional insured must include: Douglas County and their officers, agents and employees
  - c.) Liquor liability or host liquor liability (applicable only if alcohol is present at event)
4. OLCC Licensed Server (applicable only if alcohol is present at event)
5. Copy of the OLCC License
6. Payment made in full with two checks—one for rental fee and one for cleaning deposit—in order to secure your date on the calendar

**IMPORTANT:** Please read the Rental Policies and Procedures for a full description of the requirements



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<b>Marina Activity Center Rental Rates</b>			
Adopted May 1, 2013			
<b>REGULAR</b>			
Hours	Main Room ONLY	Patio Room ONLY	BOTH
1st two	\$150	\$100	\$250
	(\$50/hr thereafter)	(\$25/hr thereafter)	(\$75/hr thereafter)
3	200	125	325
4	250	150	400
5	300	175	475
6	350	200	550
7	400	225	625
8	450	250	700
9	500	275	775
10	550	300	850
11	600	325	925
12	650	350	1,000
13	700	375	1,075
14	750	400	1,150

<b>Non-Profit</b>			
Hours	Main Room ONLY	Patio Room ONLY	BOTH
1st two	\$150	\$100	\$250
	(\$35/hr thereafter)	(\$18/hr thereafter)	(\$53/hr thereafter)
3	185	118	303
4	220	136	356
5	255	154	409
6	290	172	462
7	325	190	515
8	360	208	568
9	395	226	621
10	430	244	674
11	465	262	727
12	500	280	780
13	535	298	833
14	570	316	886

<b>"Local" Non-Profit &amp; Government organizations</b>			
Hours	Main Room ONLY	Patio Room ONLY	BOTH
1st two	\$150	\$100	\$150
	(\$25/hr thereafter)	(\$10/hr thereafter)	(\$25/hr thereafter)
3	175	110	175
4	200	120	200
5	225	130	225
6	250	140	250
7	275	150	275
8	300	160	300
9	325	170	325
10	350	180	350
11	375	190	375
12	400	200	400
13	425	210	425
14	450	220	450

<b>RV GROUPS Oct. 15 to June 16 BOTH ROOMS</b>
RV Groups renting 10 or more Winchester Bay RV Resort sites with a minimum 2-day stay will receive one (1) day exclusive use, at no charge, during their stay.

**OTHER FEES:**

1. \$70.00 fee for the setup and teardown of the dance floor.
2. \$25.00 fee for use of audio equipment only.
3. \$50.00 fee for use of both audio and video equipment
4. \$35.00 fee per hour per employee for staff time beginning the 3<sup>rd</sup> hour. (No charge for the first 2 hours)

**DEPOSITS:**

1. A reservation deposit equal to 100% of the total applicable facility rental fee.
2. \$250.00 refundable cleaning deposit.



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## **RENTAL POLICIES and PROCEDURES**

Adopted April 12, 2011

These policies are not all-inclusive. Should a situation arise during a function at the Marina Activity Center (MAC) that is not covered in these policies and procedures, Salmon Harbor Marina (SHM) staff has the authority to take any step deemed necessary to resolve the immediate situation.

### **1) MAC HOURS**

- a) The MAC is offered to rent for exclusive use from 8:00 am to 9:00 pm seven days a week subject to availability.
- b) Use of the MAC outside of the regular hours may be allowed at the sole discretion of the SHM Manager.
- c) When the MAC is not rented or being used by SHM it shall be open for use as a clubhouse to the customers of the Winchester Bay RV Resort (Resort).
- d) Scheduled SHM programs and events shall have priority use of the MAC.

### **2) OFFICE HOURS**

- a) SHM office hours: 8:00 am to 4:30 pm Monday through Friday.
  - i) SHM office is closed New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Veterans Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve and Christmas Day.
- b) Resort office hours: 9:00 am to 5:00 pm seven days a week except Christmas Day.

### **3) APPLICATION PROCESS**

- a) Multiple applications for the same date will be considered in the order received.
- b) Upon initial inquiry about renting the MAC the following will occur:
  - i) The proposed rental date will be tentatively scheduled on the MAC rental calendar.
  - ii) The prospective renter will be given an application and information concerning MAC policies and procedures including the insurance requirements for both the renter and for caterers together with the requirements for serving alcohol.
    - (a) The prospective renter will be given fourteen (14) calendar days to determine if they will be able to meet the requirements.
      - (i) If at the end of the fourteen (14) calendar days there is no response from the prospective renter the tentative date will be removed from the MAC rental calendar.
      - (ii) If at the end of the fourteen (14) calendar days the prospective renter determines they will be able to satisfy all requirements then an application is to be completed, signed and submitted for approval.
      - (iii) Renter will be notified when the SHM Manager has approved and signed the application. The MAC reservation deposit is due and payable in full within five (5) calendar days of the renter being notified.

### **4) FURNITURE / EQUIPMENT**

- a) Rental of the MAC includes the building, patios, available tables and chairs, lined garbage cans, vacuum cleaner, utilities for standard electricity and lights and appliances.
  - i) The appliances include a refrigerator with a bottom freezer, built-in standard size dishwasher and counter-top microwave. It is not equipped with a stove or oven.



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- b) Audio, audio-video equipment and/or internet service is available for an additional fee. SHM staff shall be solely responsible for initial setup.
- c) A dance floor is available for an additional fee. SHM staff shall be solely responsible for the setup and take down of the floor.
- d) The MAC rental fee does not include storage facilities, materials or equipment, or SHM staff labor (excluding setup and tear down of SHM furniture and equipment).
- e) Tables and chairs are to remain inside the building. Moving tables and chairs outside is prohibited.
- f) SHM provides patio tables and chairs.

**5) ROOM SETTING**

- a) SHM staff shall be solely responsible for the setup and take down of SHM furniture and equipment.
- b) The two entrance doors to the vestibule and the two southern doors in the room shall not be blocked at any time per the Oregon State Fire Marshal.
- c) If either or both of the two eastern doors will be blocked the renter shall notify SHM staff so a "NO EXIT" sign can be posted at the door as required by the Oregon State Fire Marshal.

**6) RENTAL FEES AND USE**

- a) Fees are subject to change without notice.
- b) MAC rental fees shall be inclusive of the time to prepare for the event and for vacating the building at the end of the event such as, but not limited to, setup, decorating, teardown and clean-up.
- c) Extra time needed for, but not limited to, setup, decorating, teardown or cleanup is not allowed outside the rental period.
- d) The rental fees will vary according to the type of renter and the rental time period.
- e) Types of renter categories are as follows:
  - i) Business (for profit).
  - ii) Private (includes functions such as, but not limited to, reunions, weddings, birthday parties, and group gatherings).
  - iii) Non-Profit organizations (defined as those eligible to claim tax-exempt status as 509(a)(1), 509(a)(2), 509 (a)(3), and 501(c)(3)).
  - iv) Local Non-Profit organizations (defined as those eligible to claim tax-exempt status as 509(a)(1), 509(a)(2), 509(a)(3), and 501(c)(3) and are located within the Gardiner, Reedsport, and Winchester Bay area).
  - v) Groups renting ten (10) or more Resort sites with a two (2) day minimum stay from October 15 to June 16 will qualify for complimentary use of the MAC for either eight (8) consecutive hours of use for one (1) day during their stay or two (2) hours per each day of their stay subject to availability.
  - vi) Groups renting fifteen (15) or more Resort sites with a three (3) day minimum stay between June 17 and October 14 will qualify to rent the MAC at the applicable fee (business, private, non-profit, or local non-profit).
- f) A fee shall be charged for the setup and teardown of the dance floor.
- g) A fee shall be charged for use of audio equipment.
- h) A fee shall be charged for use of both audio and video equipment including internet service.
- i) Minimum rental period is two (2) hours.
- j) Half-day rates are for up to five (5) consecutive hours of use.



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- i) Any use in excess of five (5) consecutive hours up to ten (10) hours will be deemed to be one (1) full day for purpose of rental charges.
- k) Full-day rates are for up to ten (10) consecutive hours of use.
- l) An hourly fee shall be charged for each hour the MAC is used in excess of ten (10) consecutive hours.
- m) Use of the MAC outside regular operating hours may be allowed at the discretion of the SHM Manager.
- n) A fee shall be charged per hour per employee for SHM staff time as deemed necessary by SHM Manager.
- o) The MAC reservation deposit shall be due and payable in full within five (5) calendar days of the renter being notified that the rental application has been approved and signed by the SHM Manager.
- p) All other fees shall be due and payable by the day of the event.
- q) Payment of fees may be by cash, check, Visa or MasterCard, Visa debit or MasterCard debit.

#### **7) OCCUPANCY LIMITS**

- a) Maximum room occupancy per State of Oregon Fire Marshal is as follows:
  - i) 107 maximum with tables and chairs.
  - ii) 179 maximum with chairs only.
  - iii) 299 maximum standing space.
- b) The occupancy limits will be strictly enforced.
- c) The actual maximum allowed number of occupants may be less than the above-stated maximum occupancy limits, depending upon the room setup and layout.

#### **8) INDEMNIFICATION**

- a) Renter shall indemnify and hold harmless the “Owner” defined as Douglas County, Salmon Harbor Marina, and their officers, agents and employees against any and all claims, damages, demands, costs and expenses, including reasonable attorney’s fees, arising out of renter’s use of the MAC and equipment under the terms of the agreement.
- b) Renter assumes the risk of, and SHM shall not be responsible for damage or loss of property or equipment left on the premises prior to, during, or following any event at the MAC.

#### **9) AGREEMENT**

- a) A rental agreement with SHM is required for exclusive use of the MAC.
- b) Multiple applications for use of the MAC on the same date will be considered in the order received.
- c) The rental agreement is a legal and binding contractual document.
- d) Misrepresentation by the Renter of the type of event being held will lead to the cancellation of the event with the forfeiture of the reservation deposit and any and all fees that have been paid. The cleaning deposit shall also be forfeited if it has been paid and if there has been a failure to satisfactorily comply with the cleaning requirements.

#### **10) INSURANCE REQUIREMENTS**

- a) Renter shall provide to SHM certificate of insurance and copies of policy endorsements documenting that Renter has secured and will maintain throughout Renter’s use of the MAC commercial general liability insurance acceptable to SHM, including liquor liability or host liquor liability as applicable, with minimum coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property claims) and \$2,000,000 in the aggregate, and



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naming Douglas County, Salmon Harbor Marina, and their officers, agents and employees as additional insureds. Liability insurance must provide “occurrence,” rather than “claims made” coverage, and must be primary insurance with respect to the interests of Owner, so that any insurance maintained by Owner is excess and not contributory insurance with the insurance required of Renter.

- b) Certificates of insurance and endorsements documenting that Renter has the required liability insurance and that Douglas County and Salmon Harbor Marina are included on Renter’s insurance policy or policies as additional insureds shall be received ninety (90) days prior to the first day of the event.
  - i) If the event will occur less than ninety (90) days from the date the application is approved, then acceptable certificates of insurance and endorsements must be received no later than fourteen (14) calendar days prior to the event.
    - (a) Exceptions to the fourteen (14)-day requirement may be considered on a case-by-case basis at the discretion of the SHM Manager.
- c) Caterers shall also provide insurance certificates and endorsements.
  - i) Caterer’s insurance requirements are set forth in Section 26.
- d) Failure to provide acceptable certificates of insurance and endorsements will result in cancellation of the reservation and will be subject to forfeiture of the reservation deposit.

#### **11) RENTAL TO RESPONSIBLE PARTIES**

- a) Only persons aged 21 and older are eligible to contract for the use of the MAC.

#### **12) SHM STAFF**

- a) SHM staff has full access to the MAC and any event held at the MAC to ensure that policies and procedures are being followed.
- b) SHM Manager or designated representative has the authority to close any function not in compliance with the policies and procedures.
- c) Should a situation arise during a function at the MAC that is not covered in these policies and procedures, SHM staff has the authority to take any step deemed necessary to resolve the immediate situation.

#### **13) INAPPROPRIATE BEHAVIOR**

- a) The MAC is a family-oriented facility.
- b) Inappropriate behavior by persons on the MAC premises will not be tolerated.
  - i) Inappropriate behavior includes, but is not limited to the following: Intoxication; physical or verbal abuse or harassment of other persons; engaging in conduct that damages or is likely to damage the MAC, other SHM property, or the property of others; causing unreasonable and excessive noise (noise that reasonably disturbs occupants of the MAC or other SHM facilities); disrupting the activities of other authorized users of the MAC or other SHM facilities; violating these Rental Policies and Procedures, or federal, state, or local laws, regulations, or ordinances.
- c) SHM Manager or his or her designated representative has the authority to remove any person or persons and/or to close any function in which the above-referenced type of behavior occurs.
  - i) Under such circumstances, any deposits, fees or rent paid for the use of the MAC will not be refunded.

#### **14) RESERVATION DEPOSIT**

- a) Reservations, other than by groups, may be made up to one (1) year in advance subject to:



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- i) Applicable deposits and rental fees.
- ii) A registration deposit equal to 100% of the total applicable MAC rental fee shall be due and payable in full within five (5) calendar days of the SHM Manager's approval and signature on the application and notification of Renter.
- b) Between Oct. 15 and June 16, groups renting ten (10) or more Resort sites with a minimum two (2) day stay may reserve up to three (3) years in advance subject to:
  - i) Applicable deposits and rental fees.
  - ii) Registration deposit equal to 100% of the applicable MAC rental fee shall be due and payable in full within five (5) calendar days of the SHM Manager's approval and signature on the application and notification of Renter.
- c) Between June 17 and October 14, groups renting fifteen (15) or more Resort sites with a minimum three (3) day stay may reserve up to three (3) years in advance subject to:
  - i) Applicable deposits and rental fees.
  - ii) Registration deposit equal to 100% of the applicable MAC rental fee shall be due and payable in full within five (5) calendar days of the SHM Manager's approval and signature on the application and notification of Renter.
- d) Payment method for deposits may be by cash, check, Visa or MasterCard, Visa debit or MasterCard debit.

#### **15) CANCELLATION AND REFUND OF RESERVATION DEPOSIT**

- a) Cancellations shall be in writing and be signed by the same person that signed the agreement. It shall be delivered in person, by mail, electronic mail, or fax.
- b) In the event of a cancellation by the renter with written notice to SHM:
  - i) A seventy-five (75%) refund will be issued if notice of cancellation is received at least ninety (90) days in advance of the event date,
  - ii) A fifty percent (50%) refund will be issued if notice of cancellation is received between eighty-nine (89) to sixty (60) days prior to the original event date.
  - iii) A twenty-five percent (25%) refund will be issued if notice of cancellation is received between fifty-nine (59) to thirty (30) days prior to the original event date.
  - iv) No refunds will be issued if notice of cancellation is received twenty-nine (29) days or less prior to the original event date.
- c) A refund can take from two to three weeks to be processed and issued by Douglas County.

#### **16) EVENT CANCELLATION BY SHM**

- a) SHM reserves the right to cancel a scheduled event when public safety mandates it.
- b) If an event is canceled due to public safety considerations, SHM will reschedule the event on another agreed-upon date(s) or refund the deposits and fees paid by the renter, and both parties will be held harmless for contract default.

#### **17) CLEANING DEPOSIT**

- a) A cleaning deposit is due and payable by the day of the event.
- b) Any time used for cleaning is to be within the rental time period, not in addition to.
- c) To receive a refund of the cleaning deposit, the following shall be completed:
  - i) Wipe off all tables and chairs.
  - ii) Wipe off all counter surfaces.
  - iii) If any appliances are used, remove all renter items and wipe clean the interiors and exteriors.





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- iv) All trash shall be removed from the MAC and deposited in the dumpster located to the northwest of the building.
- v) If excessive waste is expected, the renter is required to either haul it away or contact the local refuse company to order a dumpster at the renter's expense.
- vi) All materials and personal property shall be removed from the MAC by the end of the rental period.
- vii) Close all doors and turn off lights.
- viii) Contact either SHM staff or the Resort Camp Host to have the doors locked and to conduct an inspection.
- ix) Failure to satisfactorily comply with the above cleaning requirements shall result in the forfeiture of the cleaning deposit.

#### **18) INDOOR DECORATIONS**

- a) All decorations shall be "free-standing"; renter shall not affix anything to any wall, window, door or ceiling.
- b) No stapling, taping, pushpins, nails or any other type of fasteners may be attached to the walls, posts, ceiling or carpet.
- c) Objects shall not be hung from light fixtures, air vents, drop-down projection screen, artwork, exit signs, doors or fire extinguishers.
- d) The only type of tape which may be placed on floors is gaffer's tape.
  - i) No duct tape, masking, packaging tape, clear or other types are allowed.
- e) Flammable materials are prohibited.
- f) Candles shall be non-drip and secured.
- g) Butane and Sterno canisters are permitted only when used with chafing dishes.
- h) Renter shall provide own backboards, poles, stanchions, etc.
- i) Decorations that require extraction from carpet, such as, confetti, glitter, birdseed, rice and snow are not allowed inside the MAC.
- j) Renter shall be responsible and reimburse SHM for any and all damages to the MAC and any equipment that occurs during the renter's use.

#### **19) OUTDOOR DECORATIONS**

- a) Renter shall not affix anything to the building, any fixture, plant life, tree, light pole or painted surface.
- b) Renter shall be responsible and reimburse SHM for any and all damages to the MAC grounds and equipment that occurs during the renter's use.

#### **20) AUDIO-VISUAL EQUIPMENT AND INTERNET SERVICE**

- a) The use of audio, audio-video equipment, drop-down screen, and/or internet service is available for an additional fee.
- b) Computers, pointers, flip charts, writing materials or extension cords, etc. are not supplied.
- c) Technical support services are available solely for audio, audio-video equipment and internet owned by SHM.

#### **21) TELEPHONE**

- a) A phone is provided for local "in-house" and emergency calls only. It is not configured to allow long-distance calls to be made.



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## **22) PARKING**

- a) There are 75 passenger vehicle parking spaces, including 2 handicapped parking spaces, available at the MAC.
  - i) If overflow parking is required, an inquiry should be made at the time of application.
  - ii) Overflow parking is available in the public parking areas at the north end of Marina Way and on Beach Boulevard.
- b) There is no charge for parking.
- c) Any driver of a motorized vehicle on the property shall have a valid driver's license.
- d) "Handicap parking" spaces are located on the north side of the building.
- e) Renter assumes the risk of, and SHM shall not be responsible for theft or damage incurred to vehicles parking on the property.
- f) The parking regulations in Resolution #09-002, adopted by SHMC on April 23, 2009, are applicable to the MAC. The regulations shall be posted in the parking area.

## **23) EVENT SECURITY**

- a) SHM may require security service on duty for the duration of an event, depending on the nature of the event.
- b) The renter will be notified if SHM requires the event to have security.
- c) If it is required, the renter shall be responsible for reimbursing SHM for the cost of the security service.

## **24) FOOD AND BEVERAGES**

- a) All food, beverages, serving dishes and utensils shall be provided by the renter.
- b) Prohibited inside:
  - i) Cleaning, cooking, cracking and consumption of crab, shellfish and seafood (fish).
  - ii) Barbequing.
  - iii) Deep frying.
- c) Prohibited outside:
  - i) Cleaning and cooking of crab, shellfish and seafood (fish).
  - ii) Deep frying.
- d) Permitted on the patios:
  - i) Cracking and consumption of crab and shellfish that has been cleaned and cooked off-site.
  - ii) All shells and solid waste must be bagged and disposed in an outside dumpster.

## **25) BARBEQUES**

- a) Use of personal barbeques is allowed in the designated area only.
- b) Pre-approval is required for caterers to use barbeques.

## **26) CATERERS**

- a) All caterers who provide services at the MAC shall be registered with the Secretary of State to do business in the State of Oregon.
- b) Any caterer providing services at the MAC shall provide to SHM certificates of insurance and copies of policy endorsements documenting that the caterer has secured and will maintain throughout Caterer's use of the MAC commercial general liability insurance acceptable to SHM, including liquor liability or host liquor liability as applicable, providing minimum coverage of \$1,000,000 per occurrence (combined single limit for bodily injury and property claims) and \$2,000,000 in the aggregate, including coverage for caterer's products and contractual liability for obligations assumed, and naming Douglas County, Salmon Harbor Marina, and their



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officers, agents and employees as additional insureds. Liability insurance must provide "occurrence," rather than "claims made" coverage, and must be primary insurance with respect to the interests of Owner, so that any insurance maintained by Owner is excess and not contributory insurance with the insurance required of Caterer.

- c) Caterer additionally must provide documentation acceptable to SHM that caterer maintains comprehensive automobile liability insurance coverage for owned, non-owned, and hired vehicles with minimum coverage of \$1,000,000 single limit per accident.
- d) Certificates of insurance and copies of policy endorsements documenting the existence of the required insurance coverage and that Douglas County and Salmon Harbor Marina are additional insureds on the caterer's insurance policy or policies must be provided a minimum of ninety (90) days prior to the event.
  - i) If the event will occur in less than ninety (90) days from the date the application is approved, then acceptable certificates of insurance and endorsements must be received no later than fourteen (14) calendar days prior to the event.
    - (a) Exceptions to the fourteen (14)-day requirement may be considered on a case-by-case basis at the discretion of the SHM Manager.
- e) Caterer shall provide proof of workers' compensation coverage for all persons employed to perform by Caterer in connection with Caterer's providing services and/or products at the MAC.
  - i) The schedule for providing proof of workers' compensation insurance coverage shall be as set forth above with respect to liability insurance.
- f) Caterer is required to provide all its own equipment for each function.
- g) Caterer must obtain SHM's preapproval to use barbeques on site.

## **27) ALCOHOLIC BEVERAGES**

- a) The sales and service of alcohol beverages is regulated by the State of Oregon, and all persons who use the MAC must comply with all state laws and regulations pertaining to alcohol.
- b) Any alcoholic beverages served and/or consumed on the premises shall be served and/or consumed lawfully and responsibly.
- c) Possession, use, or sale of alcoholic beverages is permitted in the MAC under the following conditions:
  - i) Copies of the applicable current liquor license shall be provided to SHM.
  - ii) An Oregon Liquor Control Commission (OLCC)-licensed server shall be in charge of the distribution of alcohol.
- d) The OLCC requires that some events obtain a special permit any time alcohol is sold or anytime it is in conjunction with a renter who owns, operates or conducts a private or public club or place, or for a financial consideration by way of a charge for service, membership fee, admission fee, initiation fee, club dues, contributions or other fee or charge. (ORS 471.475 & 471.405).
  - i) When a permit is required, a copy shall be submitted not less than 30 days prior to the event date.
    - (a) If the event will occur less than thirty (30) days from the date the application is approved, then the permit must be received no later than fourteen (14) calendar days prior to the event.
      - (i) Exceptions to the fourteen (14) calendar days may be considered on a case-by-case basis at the discretion of the SHM Manager.
- e) Whenever alcohol is present, including a "bring your own bottle" event, Renter shall supply SHM a certificate of insurance and endorsements that that specifically state "Liquor Liability",



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reflecting liability insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, indicating that Douglas County, Salmon Harbor Marina, and their officers, agents and employees are additional insureds on Renter's policy.

- i) Certificates and endorsements shall be submitted not less than ninety (90) days prior to the event.
  - (a) If the event will occur in less than ninety (90) days from the date the application is approved, then acceptable Certificates of Insurance must be received no later than fourteen (14) calendar days prior to the event.
    - (i) Exceptions to the fourteen (14)-day requirement may be considered on a case-by-case basis at the discretion of the SHM Manager.

**28) NOISE**

- a) Quiet hours are from 10:00 pm to 8:00 am.
- b) SHM reserves the right to control amplified sound or crowd volume for all events, whether consisting of electronic amplified sound or crowd noise.
- c) Renter agrees to cooperate with the efforts to control sound volume for the benefit of all, including Resort customers.

**29) ANIMALS / PETS**

- a) Animals / pets are prohibited inside the MAC except for service animals.
  - i) Service animals, as defined by the Americans with Disabilities Act, are animals that are individually trained to perform tasks for people with disabilities such as guiding people who are blind, alerting people who are deaf, pulling wheelchairs, alerting and protecting a person who is having a seizure, or performing other special tasks.

**30) CHILDREN**

- a) Children 16 years of age and under shall be supervised at all times.

**31) SMOKING**

- a) Smoking of tobacco products inside and within 25 feet of all entrances, exits, windows, walkways and patios is prohibited.
- b) Each entrance and exit shall be clearly posted with "no-smoking within 25 feet" signs.
- c) Smoking outside is limited to the designated smoking area only.

**32) MISCELLANEOUS**

- a) The MAC has a coded access system. The code is not to be shared with anyone.
- b) Bicycles, roller blades, scooters, skates and skateboards are prohibited on the patio and on sidewalks.
- c) Feeding the wildlife is prohibited.
- d) Fireworks are prohibited on the patios.
  - i) There are designated areas within SHM for fireworks.
- e) Illegal fireworks (those prohibited by ORS 480.110 et seq.) may not be used at any time anywhere at SHM and/or the MAC.

I have read and understand the above, and agree to abide by all of its term.

\_\_\_\_\_  
Rental applicant signature

\_\_\_\_\_  
Date



Managed by Salmon Harbor Marina, A department of Douglas County  
236 Marina Way, Winchester Bay Oregon | 541-271-3407 ext. 304

## APPLICATION REQUEST AND AGREEMENT

SUBMIT APPLICATION TO: Salmon Harbor Marina PO Box 1007, Winchester Bay, Oregon 97467

### APPLICANT

Applicant's Name: \_\_\_\_\_ Approx. # of Guests: \_\_\_\_\_

Group/Organization (if applicable): \_\_\_\_\_

Type of Event: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Specify User Category:

- Regular/Private Group     Non-Profit     Local Non-Profit/Government Org.     RV Group

### EVENT SPECIFICS

Specify Room to be Rented:     Main Room Only     Patio Room Only     Exclusive Use (both rooms)

**Date(s) of Event:**  
\_\_\_\_\_  
\_\_\_\_\_

**Time(s) of Event:**

**Set-Up:** Start: \_\_\_\_\_ / Finish: \_\_\_\_\_

**EVENT:** Start: \_\_\_\_\_ / Finish: \_\_\_\_\_

**Clean-Up:** Start: \_\_\_\_\_ / Finish: \_\_\_\_\_

*Note: Set-up time & clean-up time are all consecutive, billable hours.*

**Total HOURS Rented:** \_\_\_\_\_

Event open to the public?     Yes     No

Serving Alcohol?     Yes     No

Sale of Alcohol?     Yes     No

*Note: The sale or serving of alcohol may require an OLCC license.*

Serving Food/Beverages?     Yes     No

Will it be potluck style?     Yes     No

Will there be a caterer?     Yes     No

*Name of caterer:* \_\_\_\_\_

Charging for admission?     Yes     No

Any sales of Items?     Yes     No

Any sales of Items?     Yes     No

Will there be dancing?     Yes     No

Any Musicians?     Yes     No

*Please specify:*     Band     DJ

Other \_\_\_\_\_

### RENTAL EQUIPMENT

Do you need any of the following:

Audio only \$25

Audio and Video \$50

Dance Floor \$70

Use of fire pit

Table Linens \$50

*If yes, specify color:*     Black     White



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**HOLD HARMLESS INDEMNIFICATION AGREEMENT**

Renter agrees to abide by the attached Marina Activity Center Rental policies and procedures. Renter shall indemnify and hold harmless, Douglas County, acting by and through the Salmon Harbor Marina, and their officers, agents and employees against any and all claims, damages, demands, costs and expenses, including reasonable attorney's fees, arising out of renter's use of the Marina Activity Center and equipment under the terms of the agreement. Salmon Harbor Marina does not assume responsibility for any damage or loss of property or equipment left on the premises prior to, during, or following any event. I hereby represent that the information contained in this application and its attachments is true and correct and that I have the authority to make this application on behalf of myself or my group.

**APPLICANT/RENTER:**

**SALMON HARBOR MARINA:**

By: \_\_\_\_\_  
Date

By: \_\_\_\_\_  
Date

I would like a copy of this application:  Yes  No

**NOTE:** This Application and its attachments serve as the Permit for the use of the Marina Activity Center when approved by the Salmon Harbor Marina Manager.

**STAFF USE ONLY:**

Applicant's Name: \_\_\_\_\_

Date of Event: \_\_\_\_\_

**RENTAL FEE**

\$ \_\_\_\_\_  Credit Card  Cash  CK # \_\_\_\_\_ Received: \_\_\_\_\_

**INSURANCE**

Yes  Waived

Date Received: \_\_\_\_\_

**CLEANING DEPOSIT**

\$ \_\_\_\_\_  Credit Card  Cash  CK # \_\_\_\_\_ Received: \_\_\_\_\_

**BALANCE DUE**

\$ \_\_\_\_\_

DUE  
BY: \_\_\_\_\_

\\\\\\\\ END OF APPLICATION /////