



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

APPLICATION PACKET: **RV GROUPS**

Included in this Packet

1. RV Group Request and Agreement Form
2. RV Group Policies and Procedures

Instructions

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

Attn: Diane Bynum
Salmon Harbor Marina
P.O. Box 1007
Winchester Bay, OR 97467

You may also email the application to:
Email: dbynum@co.douglas.or.us
Phone: 541-271-3407 Ext. 302

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

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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, 4th 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) 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.

4) 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.

5) AGREEMENT

- a) The rental agreement is a legal and binding contractual document.
- b) 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.

6) RENTAL TO RESPONSIBLE PARTIES

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



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7) 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.

8) 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.

9) 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.

10) 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.

11) 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.



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12) FOOD AND BEVERAGES

- a) 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.

13) BARBEQUES

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

14) 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 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.

15) 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.



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- c) Renter agrees to cooperate with the efforts to control sound volume for the benefit of all, including Resort customers.

16) 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.

17) CHILDREN

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

18) 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.

19) 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 terms.

Rental applicant signature Date

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[Request and Agreement on following page]

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RV GROUP REQUEST AND AGREEMENT

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

APPLICANT

Group Rep. Name: _____ Approx. # of Guests: _____

RV Group Name (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ E-Mail: _____

GROUP USE SPECIFICS

RV Groups are allowed eight (8) hours of free use in the Marina Activity Center, upon approval. Those hours may be broken up into different days or different times throughout one day. Please specify below how you would like to break down your eight-hour use of the M.A.C.

Day 1:	Date: _____	Time: Start: _____ / Finish: _____
	Activity: _____	Specify Room: <input type="checkbox"/> Main <input type="checkbox"/> Patio <input type="checkbox"/> Exclusive Use
Day 2:	Date: _____	Time: Start: _____ / Finish: _____
	Activity: _____	Specify Room: <input type="checkbox"/> Main <input type="checkbox"/> Patio <input type="checkbox"/> Exclusive Use
Day 3:	Date: _____	Time: Start: _____ / Finish: _____
	Activity: _____	Specify Room: <input type="checkbox"/> Main <input type="checkbox"/> Patio <input type="checkbox"/> Exclusive Use
Day 4:	Date: _____	Time: Start: _____ / Finish: _____
	Activity: _____	Specify Room: <input type="checkbox"/> Main <input type="checkbox"/> Patio <input type="checkbox"/> Exclusive Use

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.

GROUP REPRESENTATIVE:

SALMON HARBOR MARINA:

By: _____
Date

By: _____
Date

I would like a copy of this application: Yes No