

**EXHIBIT “A”
PUBLIC SAFETY CENTER
PUBLIC SAFETY CENTER ROOM POLICY AND USE AGREEMENT**

Please read carefully. This affects your use of the room and applies to all future uses of the facility.

DEFINITIONS

“**Agreement**” refers to the Public Safety Center Room Policy and Use Agreement.

“**Attendees**” refers to the Responsible Party, and all their agents, employees, customers and invitees.

“**City**” refers to the City of Roseburg and its officers, employees, agents and volunteers.

“**Umpqua Room**” refers to the meeting room on the ground level of the Public Safety Center which accommodates a capacity up to 211.

“**North Umpqua Room**” refers to the northern portion of the Umpqua Room which accommodates a capacity of 45. Also described as Room 204.

“**South Umpqua Room**” refers to the southern portion of the Umpqua Room which accommodates a capacity up to 115. Also described as Room 203

“**Meeting**” refers to both a one time meeting or a multi-day event or conference.

“**Public Safety Center**” refers to the City facility located at 700 SE Douglas Avenue in Roseburg, Oregon which houses Fire, Police and Informational Technology Services.

“**Regularly Scheduled**” refers to meetings of a defined group of participants that assemble on a fixed schedule. Examples are Commission meetings, weekly work group meetings, monthly professional association meetings. Meetings for groups or events that meet for a short term or finite period of time, such as period Police Academy sessions or City-appointed project committees, do not fall within this definition.

“**Responsible Party**” refers to the entity requesting permission to use the room as well as the person designated by such entity to be responsible for the protection, care and cleanliness of the facility.

“**Room**” refers to the any one of four room options within the City of Roseburg Public Safety Center: Umpqua Room, North Umpqua Room, South Umpqua Room, Salmon Room.

“**Salmon Room**” refers to the conference room on the third floor of the Public Safety Center which accommodates a capacity of 18. Also described as Room 303

AVAILABILITY

Allowed Users in order of precedence:

- Meetings/activities sponsored/hosted by the City of Roseburg.
- Agencies of federal, state or other local governments.
- Other public, non-profit and non-discriminatory organizations whose meetings are open to the general public. (Submission of proof of non-profit status may be required.)

Hours:

- Rooms shall be made available for City of Roseburg purposes at any time.
- Rooms shall be available to all other governmental entities and organizations Monday through Friday, 8:00 a.m. through 5:00 p.m.

Room Capacity

- Umpqua Room: 50 with tables & chairs; chairs only 211
- North Umpqua Room: 30 with tables & chairs; chairs only 45
- South Umpqua Room: 35 with tables & chairs; chairs only 115
- Salmon Room: Occupancy 18 with tables & chairs + 4 additional chairs

APPLICATION/RESERVATION

- The Responsible Party must complete and sign the Public Safety Center Room Reservation Form. These Policies and Use Agreement are a part of that form and are incorporated herein.
- There shall be no “regularly scheduled” use of any Room. Non-governmental organizations shall be limited to using any Room once per twelve-month period. All governmental organizations shall be limited to using any Room once in a three-month period. However, the City of Roseburg shall not be limited by the three-month restriction, but is subject to the parameters outlined under the definition of “regularly scheduled.”
- Reservations shall not be accepted more than six months in advance of the Meeting or less than one week in advance of the meeting. An exception may be made for a multi-day conference, which may require more advance planning. City of Roseburg meetings are exempt from this requirement.

FEES

- The full amount of any required rental fee and security deposit must be received within 48 hours of the reservation. The City accepts cash or check payments. Checks should be made payable to “City of Roseburg.”
- Deposits are retained until a refund is requested. To request a refund of your deposit, contact the Police Department Administrative Sergeant at 541-492-6781.
- Failure to provide seven days’ notice of a cancellation will result in the forfeit of your deposit. The Police Department Administrative Sergeant may be notified of any cancellation by calling 541-492-6781.
- Refundable Deposit - \$250.00 (Non-governmental organizations only)

- Rental Rates

City of Roseburg sponsored events:	No charge
Governmental Agencies:	Free for the first four hours; \$100 per day if over four hours
Non-Governmental Agencies:	
Umpqua Room	\$100 per hour or portion thereof
All Other Rooms	\$50 per hour or portion thereof

RESPONSIBILITIES

Activities: Activities/uses must not be disruptive to others present in the building. Use of the facility must not require care or service beyond that which is normal and routine for Public Safety Center operations.

Defense of Actions: In case any claim, action or proceeding is brought against the City in any forum whatsoever by reason of any obligation to be performed under the terms of this Agreement by the Responsible Party or arising from any act or omission of the Responsible Party or the Attendees and the Responsible Party shall, upon notice from City, defend at trial and on appeal the City at the sole expense of the Responsible Party, by counsel of City's choosing. This obligation to defend extends to all manner of proceedings, whether in a judicial, administrative or other forum.

Food and Beverage: Food and beverage may be consumed at Attendees' sole risk and expense. The City does not provide food/beverage service or any food/beverage service supplies. There is a light-use kitchenette available for Attendees' use. No dark fruit juice or alcohol is allowed.

Indemnification: To the fullest extent authorized by law, the Responsible Party shall indemnify and hold harmless the City from and against any and all loss, cost, claim, damage, injury or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of the Responsible Party, subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act ORS 30.260-30.300 and the Oregon Constitution.

Lost and Found: Attendees may call 541-492-6760 to report a lost or found item. The City will hold items for 30 days. After 30 days, unclaimed items may be donated to charity. The City is not responsible for lost or stolen items.

No Partnership: By virtue of allowing use of the Room, the City is not a partner or joint venturer with, or agent of, the Responsible Party in connection with the activity carried on during use of the Room.

No Third Party Beneficiaries: The City and the Responsible Party are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or will be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

Non-Assignability: The rights pursuant to use of the Room are personal to the Responsible Party. Any attempt by the Responsible Party to transfer, assign or sublet rights to use of the Room shall be null and void.

Parking: Public parking is available in the 400 block of Rose Street and in the first level of the parking structure located at Washington and Rose Streets. There is no time limit for these spaces. Time limited parking is available in the 300 block of Rose Street abutting the Public Safety Center. In order to accommodate customers, these time limitations (four “30-minute” and eighteen “2-hour” spaces) will be strictly enforced. Eighteen “2-hour” limit or “parking pass” spaces are designated at the westernmost area in the lot at Rose/Court. If a Meeting will exceed two hours, the Police Department Administrative Sergeant can provide parking passes for the designated spaces in the Rose/Court Lot. Meeting attendees may not park in the area of the lot signed for employees only. A map is attached denoting the parking areas and any limitations. Please let attendees know this in advance of the Meeting and announce it at the beginning of your Meeting as a reminder. Violators will be subject to citation.

Public Notices: Public notices and advertising of all Meetings are to refer to the location as the room requested on the Reservation Form within the Roseburg Public Safety Center, 700 SE Douglas Avenue. All advertising and public notices of Meetings to be held in the Room must carry a clear statement of organizational sponsorship.

Repair: If any damage results from the use, act or neglect of Attendees, the City may, at its option, repair, remediate or replace such damage, and the Responsible Party shall immediately pay to City the total cost of such repair upon demand therefor, plus 15% of the total cost of such repair or replacement to cover the City’s administrative costs and expenses, in addition to consultant fees, reasonable attorney fees and costs of litigation.

Room Condition: The Room is provided in “as is” condition and order. The Responsible Party agrees that commencement of the use of the Room is conclusive proof that the Room was in good order and satisfactory condition when the Responsible Party took possession. During use of the Room, the Responsible Party must maintain and secure the Room in good, clean and safe condition. Before leaving the Room, the Room and any areas adjacent thereto affected by use of the Room must be restored to the condition they were in immediately prior to commencement of use. Upon expiration of allotted time for use of Room, Attendees must peaceably and quietly quit and surrender the Room to the City in as good a condition as found and in accordance with the Room configuration diagrams posted in the Room. All extra materials must be removed. All garbage must be disposed of in the proper containers.

Room Vacation: The Room must be vacated as scheduled in order to not interfere with other scheduled uses.

Special Note: The City reserves the right to control the use of the Room to best meet the needs of the public. All scheduled uses are subject to change including cancellation by the City. The City reserves the right of immediate access to the Room at all times and is not responsible for any inability to use the Room resulting from any cause, negligent or otherwise. The City reserves the right to terminate any usage at any time and without prior notice if the use constitutes a nuisance or criminal conduct.

Supervision: A responsible adult must be present at all times. Failure to control the activities of Attendees may result in the suspension of the privilege to use the Room.

Supplies and Materials: The City provides tables and chairs only. The Responsible Party must provide their own materials, cleaning supplies, audiovisual equipment, computers, easels, paper, etc.

Waiver: The Responsible Party hereby fully and unconditionally waives its individual and collective rights to recover from the City any loss, damage, restitution or compensation arising

out of this Agreement or out of the use of any other City property associated with this Agreement. The City shall in no event be liable for any loss or damage suffered or incurred by the Responsible Party for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation.

PROHIBITED ACTIVITIES/USES

The following is prohibited in the Room:

- Alcoholic beverages.
- Animals, with the exception of disability assistance canines or police dogs.
- Any event at which an admission fee is charged.
- Any event at which fundraising will occur.
- Any event at which future business will be solicited by a speaker through literature available at the meeting.
- Any event at which merchandise is offered for sale.
- Burning of any items, including candles or incense.
- Commercial activities.
- Regular business meetings.
- Smoking.
- Social activities.
- Staples, tacks, nails, tape or adhesives on painted surfaces.
- Violations of State and local Fire Codes and OSHA Regulations.
- Weapons (except authorized law enforcement employees).

DISCLAIMER

The City of Roseburg neither approves nor disapproves of the content, topics, subject matter or points-of-view of individuals or groups using the facilities.

PUBLIC SAFETY CENTER EVENT PARKING

-  1 - OVERPARK: No time limit parking on first floor
-  2 - 400 BLOCK OF ROSE: No time limit parking
-  3 - PSC PARKING: Four 30-minute spaces and eighteen 2-hour spaces
-  4 - ROSE/COURT PARKING: Eighteen 2-hour spaces OR obtain pass from Police Administrative Sergeant for events beyond two hours
-  5- EMPLOYEES ONLY: Parking prohibited

*To obtain a parking pass, contact the Police Administrative Sergeant at 541-492-6781

