



**BOARD OF COMMISSIONERS**  
**Agenda Item Summary**

**Agenda Category:** Agreement **Item No:**

**Meeting Date:** May 11, 2021

**Originating Department:** Public Health

**Issue:** In the matter of approving a rental agreement between Crescent Community Club and Klamath County Public Health– Jennifer Little, Public Health

**Background:** During the COVID-19 response, it is essential that Klamath County Public Health (KCPH) ensures vaccine accessibility for community members throughout Klamath County. KCPH hosted vaccination events in Crescent March 17 and April 14 in Crescent at the Crescent Community Club (CCC). There is still unmet need, so KCPH will host another one on May 15, 2021 to serve the citizens of north county. CCC is providing the space free of charge. They still have the \$100 refundable security deposit on file from the first event in March.

**Fiscal Impact:** None.

**Recommended Motion:** Move to approve the rental agreement between Klamath County Public Health and Crescent Community Club. Authorize department head to sign.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice-Chair

\_\_\_\_\_  
Commissioner

Approved   
Denied

Approved   
Denied

Approved   
Denied





# Crescent Community Club

PO Box 64, 420 Crescent Cut-off Road, Crescent, OR 97733  
Providing Neighborly Family Activities and Support Since 1956  
501 (c) 3 Non-Profit

## Rental Agreement

Addresses may change from time to time by providing notice in writing.

**Landlord/Property Owner/Location:** In consideration of Rent Fees/Payment(s) provided in this Rental Agreement, the Crescent Community Club, "Landlord/Property Owner", PO Box 64, 420 Crescent Cut Off Road, Crescent OR 97733, rents to the Tenant all, or portions of, the Crescent Community Club located at 420 Crescent Cut Off Road in Crescent OR 97733.

**Tenant:** (circle one: member or non-member)

Name: Klamath County Public Health - Jennifer Little

Mailing Address: 3314 Vandenberg RD, KFO 97603

Phone and email: 541-882-8846 kcphe@klamathcounty.org

**Duration/Term/Possession/Holdover:** The rental will begin on 5/15/21 at 8 am/pm and will terminate on 5/15/21 at 3 am pm. Or, specify a date/time range if event covers several weeks/months

Tenant shall be entitled to possession on the first day/time of the Agreement and shall yield possession to the Landlord on the last day/time of the Agreement, unless changes in writing are agreed to by both parties. If Tenant maintains possession of the premises for any period after the agreed upon dates/times, the Tenant shall pay the Landlord additional rental payment for the "holdover" time.

**Loss/Damages/Agreement:** Tenant shall be responsible for his/her actions, or the action of any member of the public or person in respect to the Crescent Community Club. It is the Tenant's responsibility to protect the Crescent Community Club and the public from unsafe or illegal acts accordingly. The Tenant agrees that Crescent Community Club, it's agents/officers, employees and sponsors are not responsible for any and all loss of damage from any cause suffered by any person or property in his possession. Further, the Tenant expressly releases the Crescent Community Club and the aforementioned from any and all claims for such loss, damage or injury. This Agreement contains the entire Agreement and there are no other promises or conditions whether oral or written. This Agreement may be modified or amended in writing, if both parties agree to changes and attach such to this Original Agreement.

\_\_\_\_\_  
(CCC and Tenant initials)

**Liability Insurance:** Upon request, Tenant shall maintain Liability Insurance in a total aggregate sum of at least \$500,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force for the rental term. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Copy of policy attached \_\_\_\_\_ (CCC initials)

### Utilities and Services:

**Water and Electricity:** Landlord shall be responsible during the term, unless otherwise noted below.

**Garbage:** Tenant shall be responsible for removal of all garbage during the term.

**Tables/Chairs:** Tenant shall be responsible for the use of 10 tables and 50 chairs during the term.

**Cleaning/Setup:** Tenant shall be responsible to leave the premises in the same condition and setup as when term began. Do not move stage partitions, the stage needs to remain as is. Command brand fasteners only, no nails, screws, tacks, staples, glue nor tape on the walls.



**All payments are due prior to event and will be deposited immediately.  
Refunds will be made 7-14 days after event Walk Thru. \$ 50.00 NSF charge.**

**Rental Fees: (circle appropriate Rate)**

- Cleaning deposit of \$50 is required if less than 72 hours notice is given.

	<u>Hourly Rate</u>		<u>Single Day Rate</u>		<u>Multi-Day Rate</u>	
	Member:	Non-Member:	Member:	Non-Member:	Member:	Non-Member:
Grounds Only			\$ 30.00	\$ 35.00	\$ 20.00	\$ 25.00
Building no Kitchen	\$ 10.00	\$ 15.00	\$ 75.00	\$ 100.00	\$ 50.00	\$ 75.00
Building with Kitchen	\$ 20.00	\$ 25.00	\$ 100.00	\$ 125.00	\$ 75.00	\$ 100.00
Tables – per table (replacement cost \$ 75.00)				\$ 5.00	(ask about sweat equity exchange)	
Chairs – per chair (replacement cost \$ 10.00)				\$ 1.00	(ask about sweat equity exchange)	
Community/Public Meetings (If special circumstances, cost to be determined)				Need not be a CCC member to qualify		

Typically **Free** if event is advertised open to the public & free of charge for all, deposit is still required.

**Deposit:** At the time of signing this Agreement, the Tenant shall pay to the Landlord, in trust, a Security Deposit. Security Deposit shall be refunded in part or entirely after Inspection and Walk Thru of premises as noted below. Any cleaning costs, repairs or replacements will be deducted from the deposit.

General Deposit \$ 100.00 \_\_\_\_\_ (CCC initials)

**Inspection/Walk Thru:**

Prior (CCC initials)	After (Tenant and CCC initials)	Notes:
Kitchen / Refrigerator / Stove _____	_____	
BBQ (Must supply own propane tank) _____	_____	
Bathrooms _____	_____	
Garbage _____	_____	
Floors _____	_____	
Tables / Chairs _____	_____	
Equipment (AED, Bingo etc.) _____	_____	
Building / Grounds _____	_____	

**\*At no time shall there be any vehicles on the ball field due to underground water/septic/sprinkler systems. Damages shall be charged to Tenant at current rates/costs to repair and replace water/septic/sprinkler systems.**

**Keys:** Tenant acknowledges receipt of keys and understands keys are not to be duplicated or loaned out under any circumstances. Tenant also accepts responsibility of all costs to replace all locks and keys in the event that key(s) issued to the Tenant are lost, stolen or not returned for any reason.

Key Number (s) \_\_\_\_\_ given by \_\_\_\_\_ (CCC initials) returned to \_\_\_\_\_ (CCC initials)

**Amount Paid:** \$ \_\_\_\_\_ via cash /check # \_\_\_\_\_ **Amount Refund Due:** \$ \_\_\_\_\_ (CCC initials)

This Rental Agreement is made and signed this date \_\_\_\_\_ by and between the “Landlord”, Crescent Community Club, and “Tenant”. Both parties agree to the terms, conditions and rates listed above.

\_\_\_\_\_, name and title for Crescent Community Club

\_\_\_\_\_, name and title for Tenant

\*Member rates are exclusive for current members of the CCC. If Non-Members wish to become a CCC Member to receive reduced rates, please complete a current CCC membership form, sign below and pay your Membership Fee.

\_\_\_\_\_, name and title for Tenant becoming a CCC Member today (Revised April 2019)

