

**TOLLGATE PROPERTY OWNERS ASSOCIATION**  
**15004 SADDLE SISTERS, OREGON 97759 [541-549-7962](tel:541-549-7962)**  
**RECREATION HALL AND FACILITIES - USE APPLICATION AND AGREEMENT**

**“NO CONFETTI, GLITTER or STAPLES”**

**USE OF HALL INCLUDES:** Under the following limits and conditions the Tollgate Property Owners Association permits the use of the Association’s recreation hall, and its facilities: kitchen, tables and chairs, restrooms and patio area and, if requested, the barbecue is rented for an additional charge of \$5.00.

**USER FEES:** Property owners are permitted to use the recreation hall and facilities provided Association assessments and water fees are current for a nominal fee of **\$15 and \$150 refundable cleaning deposit for parties under 50 people – over 50 \$50 and \$250 refundable cleaning deposit**, both payable in advance. The deposit will be refunded if the premises are left clean and in order, keys are returned and the cleaning checklist is signed and returned. Abuse of use conditions could result in the loss of the privilege of use.

**KEYS:** Keys to the recreation hall, bathrooms and the kitchen must be picked up at the Tollgate office during regular business hours and must be returned to the Tollgate office within 2 days of rental date. If a key is lost, the cost of rekeying the recreation hall, bathrooms and kitchen locks will be deducted to the user's deposit for a fee of **\$165**.

**ELECTRICAL APPLIANCE CAUTION:** An abundance of electrical appliances used at one time may overload the circuit tripping the circuit breaker and shutting off all electricity. If a Tollgate employee is needed to reset the circuit breaker, the user will be charged for the employee’s time.

**ALCOHOL:** The presence, consumption, use, serving or dispensing of alcoholic beverages on the premises is prohibited.

**HEAT, LIGHTS & GARBAGE:** The applicant is responsible for turning on and off the heat and lights, and for **removing the garbage from the premises**. If these tasks are not performed properly the applicant will be charged for the additional electricity and the garbage removal.

**PARKING:** Park only in designated areas. Do not park on the lawn area. Damage from parking to the landscape will be deducted from the user’s deposit. Please do not park in front of the postal box area.

**CLEAN UP:** See attached check list – property owners must sign the checklist and return it with the keys.

**PLEASE NOTE: DURING THE SNOW SEASON DO NOT USE SALT ON CONCRETE AREAS.**

**PROPERTY OWNER APPLICATION AND AGREEMENT:** I have read, understand and acknowledge the conditions, requirements and rules of this Use Agreement, and I agree to comply with all the conditions, requirements and rules set forth herein and imposed by Tollgate management regarding facility access, use and care. I further state that I am of legal age and will be responsible for the replacement or repair of damage to equipment, property or facilities and for replacement of property stolen.

The application is subject to approval by the Association:

Date: \_\_\_\_\_ Lot No. \_\_\_\_\_

Signature: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**TOLLGATE PROPERTY OWNERS ASSOCIATION  
RELEASE AND HOLD HARMLESS AGREEMENT**

The undersigned (hereinafter "User") has recently applied for permission to use certain facilities owned by the Tollgate Property Owner's Association ("Tollgate") known as the "Association's recreation hall and its facilities" ("the Facilities").

As part of the consideration for consenting to such application, Tollgate is requiring that User execute this Release and Hold Harmless Agreement.

Therefore, User agrees as follows:

1. User shall be personally responsible to Tollgate for any and all liability arising out of the use of the Facilities by User and all of User's guests, invitees, employees, independent contractors, or any other firm or individual involved in any way with the use of the Facilities during the term of User's use of the Facilities.
2. User agrees to indemnify and hold Tollgate harmless from any and all damages from any cause whatsoever asserted by any third party against Tollgate for damages sustained arising out of User's use or presence on the Facilities during the time that User has used the premises, including any preparation time for actual usage of the Facilities or cleanup time afterward. It is the intent of the parties that this provision shall be broadly construed to include any and all damages arising out of User's use of the Facilities, which damages would not have been sustained but for the use of the Facilities by User.
3. User is familiar with the Facilities being used, has had an opportunity to examine the same, and takes the Facilities in their current condition, "as is". There have been no representations made to User by Tollgate regarding the condition of the Facilities or the fitness for the particular use the undersigned intends to make of the Facilities.
4. In the event User or any other person or entity makes a claim against Tollgate for any cause whatsoever arising out of User's use of the Facilities, User agrees to pay all costs of the defense of such claim(s) incurred by Tollgate, including but not limited to Tollgate's reasonable court costs and attorney fees at trial or upon appeal.
5. User does \_\_\_\_ / does not \_\_\_\_ have insurance in effect which will cover the liabilities assumed by User in this Agreement. If User does have such insurance, the following information is provided:

(a) Policy No. \_\_\_\_\_

(b) Company \_\_\_\_\_

(c) Type of liability covered: \_\_\_\_\_

(d) Limit of liability: \$ \_\_\_\_\_

(e) Agent of record: Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

E-mail address \_\_\_\_\_

**User agrees to maintain this insurance in full force and effect during the term covered by this Agreement.**

**6. This Agreement, its rights and obligations, shall not be assigned by User to any third party without the prior written consent of Tollgate, whose consent may be withheld or given in its sole discretion for any reason or no reason.**

**7. This Agreement shall be binding upon and inure to the respective heirs, successors, administrators, and permitted assigns.**

**DATED:** \_\_\_\_\_

**TOLLGATE PROPERTY OWNERS ASSOCIATION**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**User Name:** \_\_\_\_\_

**Lot no:** \_\_\_\_\_

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

\_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

# Recreation Hall Cleaning Check List

The following items need to be completed prior to you receiving your refundable cleaning deposit. This list must be signed and returned with the Rec Hall keys. You are only responsible for items used when you rented the hall.

## Kitchen:

- Fridge - wipe down
- Counters - wipe down
- Microwave - wipe down
- Oven top, hood and inside - wipe down
- Coffee Pots - wipe down
- Floors – sweep and/or mop
- Remove trash

## Bathrooms:

- Sinks & counter tops - wipe down
- Mirror - wipe down
- Toilets - wipe down or clean
- Floors - sweep and/or mop
- Remove trash

## Rec Hall:

- Tables - wipe down and stack
- Chairs - wipe down and stack
- Clean glass on windows and doors
- Floors – sweep and/or mop
- Remove trash

## Barbecues:

- Remove ashes when cold
- Clean grill and exterior

**Outside:**

**Clean any spills on concrete**

**Picnic tables – wipe down**

**Pick up trash from lawn areas and beds**

**Date:** \_\_\_\_\_

**Property Owner responsible for Check  
list:** \_\_\_\_\_