

## MBVA Building Use Application and Waiver

By applying today, I enter into this Building Use Waiver Release (Agreement) with MBVA, LLC, and the MBVA Building for the privilege to use the facility located at 550 S. Main Street, Lebanon, OR.

1. I understand that I am APPLYING for space which does not guarantee availability or booking for my event, until confirmed.
2. I understand that my reservation deposit will be 50% of event cost if more than 30 days prior to the event, and 100% if 30 days or less; additionally I may be required to provide a security deposit prior to event approval, once application is reviewed by management. Any balance is due no later than the business day prior to the event. CANCELLATION -payments will be refundable only IF the reservation is canceled more than 30 days out, event is denied by management, or by other special arrangement.
3. While at the facility, I agree to conduct myself in a responsible manner and will refrain from engaging in inappropriate conduct, including the use of loud, foul, slanderous language or any intimidating or offensive conduct that would interfere with the peaceful use and enjoyment of the facility by other users. I also understand that building management or law enforcement may decide what constitutes such, and make adjustment requests to users, or discontinue an event in progress.
4. I understand that MBVA, LLC and the MBVA Building is not responsible for any lost or stolen personal valuables or property
5. I understand that the upper floor is not wheelchair accessible, and spaces are subject to Fire Code Occupancy as posted.
6. I agree to provide a copy of the event insurance (or cert of liability) with MBVA, LLC listed as ADDITIONAL INSURED IF alcohol will be served or the event. (This can be obtained at EventHelper.com or through your insurance agent.)
7. I understand I am to only occupy the MBVA space specifically designated, unless arranged otherwise.
8. I understand the building is locked outside of business hours (unless arranged), and I will NOT unlock or block-open exterior doorways, or let others inside who are not part of your event.
9. I understand the building utilizes a monitoring system including cameras for the safety of the building and its occupants, and includes footage that could be reviewed or used in legal situations and law enforcement. Security is NOT provided by MBVA.
10. I understand the space I would occupy is self-service, and any set-up/tear-down is expected to fall within the time I am reserving. I will be charged a cleaning fee if the occupied space/items inside that space are left damaged or in other than as-found condition. Similarly, if I go over time in my reservation I may be billed for additional space use.
11. Waiver and release of all claims (including negligence) In consideration for use of the facility, I waive and release MBVA, LLC and the MBVA Building, its agents, servants, employees, insurers, successors and assigns from all claims, demands, causes of action, damages or suits at law and equity of whatsoever kind, including but not limited to claims for personal injury, property damage, medical expenses, loss of services, on account of or in any way related to or growing out of my presence at the facility or use of the facility and/or equipment. This waiver and release is intended to and does release MBVA, LLC and the MBVA Building from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence or the negligence of third parties using the Facility under this agreement. I further covenant and agree not to institute any claims or legal action against MBVA, LLC and the MBVA Building for any claim released by this Agreement. I further agree that should any claim be made MBVA, LLC and the MBVA Building in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend and completely indemnify (reimburse) MBVA, LLC and the MBVA Building for any such claim and expenses including attorney's fees and costs incurred by MBVA, LLC and the MBVA Building in defending themselves or security indemnity hereunder. I recognize the facility is not supervised, and use of the facility (including premises and equipment) is at my own risk.
12. I agree to defend and indemnify MBVA, LLC and the MBVA Building for any claims brought by any party as a result of my use of the facility.
13. I will promptly report to staff in person any issues or incidents encountered, or via 541.497.7250 / [mbvamanager@gmail.com](mailto:mbvamanager@gmail.com).

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue MBVA, LLC and the MBVA Building for any costs they incur because a claim or legal action is brought in violation of this Agreement. I agree any violation of the Agreement and its terms and conditions, as determined by MBVA, LLC and the MBVA Building, will void and terminate this Agreement and may result in loss of the ability to use the facility.

Date Of Event: M T W T H F S S U \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
Type of Event: \_\_\_\_\_ Is it Private or Open to Public? (Circle One)  
Space occupying (CIRCLE ONE): Upper CONFERENCE ROOM / Lower EVENT ROOM / Other \_\_\_\_\_  
Who is attending? \_\_\_\_\_ Attendance? \_\_\_\_\_ Anything Notable? \_\_\_\_\_  
How would you like to pay? Credit Card (3% fee) / Cash / Check (#, and name) \_\_\_\_\_  
Name of Organization (if applicable) : \_\_\_\_\_  
Website for more information: \_\_\_\_\_  
Contact Name : \_\_\_\_\_  
Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

**ADMIN USE ONLY** - APPROVED/DENIED \_\_\_\_\_ DATE? \_\_\_\_\_  
EVENT Insurance required? \_\_\_\_\_ Staffing? \_\_\_\_\_ NOTES \_\_\_\_\_  
Security Deposit? \_\_\_\_\_ EXTRA \_\_\_\_\_ Amount Due: \_\_\_\_\_ Amount Paid: \_\_\_\_\_