



The East Multnomah Soil and Water Conservation District (EMSWCD) owns Headwaters Farm, which is located at:

28600 SE Orient Drive, Gresham, OR 97080.

The property consists of farm infrastructure, a small office, the Dianna Pope Natural Area, and fields leased to incubator farmers and those managed by the EMSWCD. Headwaters Farm may be available for events by other EMSWCD programs, incubator farmers, or program partners. Usage will be determined on a case-by-case basis, depending on the proposed event's impact to Headwaters Farm and the incubator program. Use priority will be given to organizations that further the mission of the EMSWCD. Approval is at the discretion of EMSWCD.

Event use considerations include:

- **Facility capacity** – Will the event burden the farm's restrooms, trash, water, utilities, space, or other amenities?
- **Liability** – Does the requesting individual or organization carry insurance for the proposed event or can they otherwise obtain event insurance?
- **Access** – Can the site accommodate the parking and flow of event traffic?
- **Farmers and neighbors** – Is the event likely to have a negative impact on incubator farmers or neighbors?
- **Safety** – Will the event produce conditions that are deemed unsafe or likely to damage EMSWCD property?
- **EMSWCD Objectives** – Does the event conflict with EMSWCD activities or messaging?
- **Zoning and permits** – Is the event legal in terms of the farm's zoning and any required permits?

Security and Safety

A staff member or contractor of EMSWCD will be present or on call during events. Any group that is responsible for damage to the facilities or causes any security problems may be charged for the damage and barred from future use of the facility. For events over 20 people, a refundable security deposit may be requested. Children must be supervised by a responsible adult at all times.

Rental cost for space

These costs may be reduced or waived at the discretion of the Executive Director. Payment is due no less than 10 days prior to the event. Prices are as follows:

Nonprofit or Government: \$20/hour between 9am and 5pm Monday through Friday excluding Federal holidays; \$30/hour evenings and weekends.

Private and for-profit: \$40/hour between 9am and 5pm Monday through Friday excluding Federal holidays; \$60/hour evenings and weekends.

Nondiscrimination

No group may use this facility which discriminates on the basis of race, color, national origin, age, disability, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisals, or because all or part of an individual's income is derived from any public assistance program.



Event marketing

EMSWCD will not generally advertise guest events. To avoid undue use of EMSWCD staff time, please include directions in your event materials and do not refer participants to EMSWCD for event information.

Reservation procedure

Groups wishing to use the facility should contact:

Rowan Steele, Farm Incubator Manager
503.935.535
rowan@emswcd.org

Reservation requests must be made no less than 10 days and no more than three months prior to the event. Please have the following information on hand while making the reservation request:

- Date
- Start and end time
- Nature of the event
- Number of people attending
- Sponsoring organization
- Contact information

You must provide adequate proof of insurance, pay the facility use fee, sign the rental agreement, and submit your security deposit (if applicable) 10 days prior to the event. Any exceptions to this policy must be approved in advance and in writing by the Executive Director.

Additional Site Use Requirements

Other Headwaters Farm event-use conditions include:

- Event Insurance (or comparable type of coverage) with a minimum of \$1,000,000 coverage.
- Alcohol and Federally prohibited substances are NOT allowed on EMSWCD property.
- The barn will not be available for events.
- The Dianna Pope Natural Area is off limits to all event attendees.
- Event organizers must clean up and remove generated trash from site.



This agreement governs use of Headwaters Farm at: **28600 SE Orient Dr., Gresham, OR 97080**

Organization Name: _____

Date: _____ Start Time: _____ End Time: _____

Please describe the event:

Number of participants: _____ Will children be present? _____ If so, how will they be supervised?

Children must be appropriately supervised at all times.

Do you have any special needs or requests? _____

My group is: government nonprofit (501-C3) for profit company other _____

What is your organization's mission? (if applicable)

Rental cost for the event will be _____ payment is due no less than 10 days prior to the event.
(by EMSWCD staff)

Deposit cost for the event will be _____ payment is due no less than 10 days prior to the event.
(by EMSWCD staff)

Proof of insurance for the event will be due no less than 10 years prior to the event.

Cancellation Policy

The EMSWCD will refund all events cancelled more than 72 before they are scheduled to begin. No refund will be given for events cancelled less than 72 hours before they are scheduled to begin. In the event that inclement weather or circumstances *within* the control of EMSWCD requires an event to be cancelled, a full refund will be issued.

The undersigned hereby agree to the terms and conditions stipulated above and does hereby irrevocably covenant, promise and agree to indemnify The East Multnomah Soil and Water Conservation District (EMSWCD) and to hold the organization and its agents harmless from and against any and all losses, claims, expenses, suits, costs, demands, damages or liabilities, joint or several, of whatever kind or nature which EMSWCD may sustain or to which the organization or its agents may become subject arising out of or relating in any way to the renter including without limitation in each case attorneys' fees, costs and expenses actually incurred in defending against or enforcing any such losses, claims, expenses, suits, damages or liabilities. EMSWCD may at the discretion of the Executive Director require a certificate listing EMSWCD as an additional insured.

By signing this agreement, **you agree to the conditions and to be responsible for any damage or required clean-up** resulting from your event.

I, _____ sign on behalf of _____
(print name) (organization name)

Signature

Date