

**USE PERMIT AGREEMENT
TILLAMOOK COUNTY AND TILLAMOOK TENNIS CLUB**

This Agreement is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "PERMITTEE", and TILLAMOOK TENNIS CLUB, hereafter called "USER", for rental of the Tillamook County Fairgrounds' north dairy barn facility, known as the TENNIS COURTS. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

PERMITTEE and USER mutually covenant and agree as follows:

1. **Price.** The rate of rental is Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$3,750.00), payable in two (2) payments of One Thousand Eight Hundred Seventy-Five and 00/100 Dollars (\$1,875.00) due on or before January 15 and May 15 of each year. Unpaid balances after thirty (30) days will be assessed a monthly service fee of one and one-half percent (1.5%).
2. **Term.** The term of this Agreement shall be from September 10 through June 15 of each calendar year beginning September 10, 2023 and ending on June 15, 2026.
3. **Use.**
 - 3.1 Activities held within the building will be lawful in all respects. Activities will also be conducted in good taste for the occasion. Disorderly conduct shall be forbidden at all times.
 - 3.2 The TENNIS COURTS will be available, at the discretion of PERMITTEE, for events (not to exceed one (1) week), that are essential to PERMITTEE development or welfare and requires more space than is available or suitable in the other fairgrounds buildings. USER will be notified prior to needed use, except in the case of an emergency.
 - 3.3 In cases of PERMITTEE emergency, TENNIS COURTS will not be available to USER.
 - 3.4 PERMITTEE will provide the pavilion restrooms for use.
 - 3.5 PERMITTEE will coordinate with the Tillamook High School Girls Tennis Team to allow for the Team's use of the TENNIS COURTS.
 - 3.6 PERMITTEE will provide garbage collection on a regular basis or upon notification.
4. **Utilities.** PERMITTEE shall have the electrical consumption of the TENNIS COURTS metered and USER shall be responsible for the cost of the electrical power accrued for USER's consumption. This electrical cost may be billed monthly, but not less than quarterly, and due within ten (10) days of receipt.
5. **Repairs.** USER shall notify PERMITTEE through its Fair Office of any areas in need of repair. Any obvious damage to TENNIS COURTS that is not reported in a timely manner may be charged to USER.
6. **Indemnification.** USER does expressly agree to indemnify and hold the Tillamook County Fair Board and Tillamook County, its officers, agents, servants, and employees harmless from any and all claims, demands, loss, damages, injury costs, attorney's fees, expenses causes of action, judgements, penalties (contractual or otherwise), or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this permit or the occupation of the premises herein permitted to be used or the premises of PERMITTEE, to which USER, its agents

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or employees may have access by reason of this permit.

7. **Liability Insurance.** USER shall obtain and maintain such public liability and damage insurance as will protect PERMITTEE for any and all claims for damage or personal injury, including death, which may arise from the operations under this agreement. Such insurance shall provide coverage for not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to PERMITTEE, indicating coverages, limits, and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing Tillamook County and Tillamook County Fair Board as a certificate holder and additionally insured, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision. The PERMITTEE may require additional insurance depending on use of the facilities. USER will not violate any fire restrictions in PERMITTEE's insurance policy upon usage of TENNIS COURTS.

8. **Miscellaneous.**

- 7.1 **Integration**
This Agreement supersedes all prior oral or written agreements between PERMITTEE and USER regarding use of the TENNIS COURTS. It represents the entire agreement between the parties.
- 7.2 **Membership**
USER membership will be open to anyone regardless of race, color, or creed.
- 7.3 **Willful Neglect**
Failure or refusal to carry out any substantial provision of this permit will be grounds for immediate cancellation.
- 7.4 **Savings**
Should any clause or section of this Agreement be declared by a court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.
- 7.5 **Waiver; Modification**
Failure to enforce any provision of this Agreement does not constitute a continuing waiver of that provision, any other provision or of the entire agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.
- 7.6 **Jurisdiction; Law**
This Agreement is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.
- 7.7 **Attorney Fees**
Attorney fees, costs, and disbursements necessary to enforce this Agreement through mediation, arbitration, and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 7.8 **Notices**

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Any notice required or permitted under this Agreement shall be in writing and deemed given when:

- 7.8.1 Actually delivered, or
- 7.8.2 Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN AGREEMENT.

Dated this ____ day of _____, 2023.

TILLAMOOK TENNIS CLUB

Representative Name

Mailing Address

City/State/Zip

Phone Number

Dated this ____ day of _____, 2023.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

	Aye	Nay	Abstain/Absent
_____ Erin D. Skaar, Chair	___	___	___/___
_____ Mary Faith Bell, Vice-Chair	___	___	___/___
_____ David Yamamoto, Commissioner	___	___	___/___

ATTEST: Tassi O’Neil,
County Clerk

APPROVED AS TO FORM:

By: _____
Special Deputy

William K. Sargent,
County Counsel