

FACILITY USE PERMIT & AGREEMENT

INSTRUCTIONS

Read both the front and back of this agreement. Fill in all blanks. Make check payable to the City of Salem. This agreement, for community parks only, is authorized after all signatures are made and payment is received.

Return completed form and payment to:

Public Works Department
555 Liberty Street SE, Room 325
Salem OR 97301-3513
Phone: 503-588-6261
After hours contact: 503-588-6333

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Beaver Grove | <input type="checkbox"/> Bush Park Amphitheater | <input type="checkbox"/> Pringle Hall Large Room | <input type="checkbox"/> River Road Shelter |
| <input type="checkbox"/> Bluegill "A" | <input type="checkbox"/> Bush Rose Gardens | <input type="checkbox"/> Pringle Hall Meeting Room | <input type="checkbox"/> Woodmansee Park |
| <input type="checkbox"/> Bluegill "B" | <input type="checkbox"/> Minto-Brown Shelter | <input type="checkbox"/> Riverfront Park Pavilion | |
| <input type="checkbox"/> Other Community Parks: _____ | | <input type="checkbox"/> Riverfront Park (area) _____ | |

DATE & TIME REQUESTED (include time for setup and cleanup)

Date(s) _____ Day(s) of Week _____ From _____ a.m. to _____ a.m.
p.m. to _____ p.m.

NAME OF EVENT _____

NUMBER ATTENDING _____

EVENT INFORMATION - Please complete fully

1. Food? Yes No Catered? Yes No Name of caterer _____ Daytime phone: _____

2. Alcohol? Yes No If yes, who will provide? _____ Amount? _____
Note: Beer and wine (alcohol content must be 14% or less) only at reservable park facilities (listed above) and must stay within 100 feet of reserved area. No kegs or pony kegs.

3. Music/Speaker Yes No Amplified? Yes No Time: from _____ p.m. to _____ p.m.
Type of Sound Boom Box Karaoke Live Band DJ Other _____

Note: Where alcohol and amplified sound are present, private security services may be required.

4. Admission? Yes No If yes, how much? _____

5. Fund-raiser? Yes No

6a. Permittee Requests That City Staff:

- Pull Post(s)
- Provide Potable Water (if available)
- Provide Electrical Service (if available)

6b. Permittee Requests To:

- Erect Tents/Canopies
- Bring in Inflatable Play Structure(s)
- Use Private Security
- Place Dumpster(s) on Site
- Deliver Chemical Toilets
- Use Directional Signs/Markings

NONE REQUESTED OTHER SPECIAL REQUESTS (Please Explain):

7. Do you desire to meet with a City staff person prior to move in? Yes No

I hereby certify that I am an authorized representative of the organization noted below, that the above statements are true to the best of my knowledge. I have read and agree to be bound by the regulations and policies on the back of this agreement. I understand that violation of any of these agreements may result in forfeiture of deposit, jeopardize further use of the facility, and result in immediate termination of event. I (and the organization I represent) agree to indemnify, defend, and hold harmless the City of Salem, Marion County, and their officers, agents and employees from and against any and all claims, damages, losses, and expenses, including legal fees arising from or in connection with activities during the term of the facility use agreement.

Permittee Name (please print) _____ Organization _____

On Site Contact Name (please print) _____ Day Time/Cell Phone _____

Address _____ City _____ State _____ Zip _____

Email address _____ Home/Message phone _____

Signature _____ Date _____

OFFICE USE ONLY

Alcohol Use Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No	Processing Fee	\$ _____
OLCC Permit Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Rental Fee	_____
Noise Variance Permit Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No	Alcohol Fee	_____
Health Permit Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Security/Cleaning Deposit	_____
Security Services Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other	_____
<input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Visa/MC		TOTAL	\$ _____

Conditions of Use

Dumpster Chemical Toilets Security Certificate of Insurance (see attached) Folder Number _____

Received by	Date	Approved by	Date

PLEASE KEEP A COPY OF THIS FORM AT YOUR RESERVED EVENT

White—Applicant **Green**—Parks Maintenance Management **Canary**—Public Works Department **Pink**—Compliance Services

City of Salem Public Works Department
GENERAL RESERVATION INFORMATION

HOURS—The hours of the permittee's reservation use are stipulated on the agreement. **The user must adhere to the hours stated on the agreement, including the time necessary for setup and cleanup.**

1. RESERVATION CHANGES—

- a. Once the permit has been filed, no changes in hours will be allowed less than five working days in advance of the scheduled use, **except in emergency cases**. Such exceptions must be approved by the Parks and Transportation Services Manager or his/her designee.
- b. The City reserves the right to cancel any scheduled or reserved park or facility due to unforeseen circumstances or emergency situations. If the reservation is canceled by the City, the applicant may choose a full refund or request to be rescheduled.
- c. Changes to an existing reservation may result in a processing fee (\$50-Riverfront Park and Pringle Hall, \$20-Other Reserved Areas).

2. REFUNDS/FORFEITURE OF FEES—

- a. If a permit cancellation is made 30 days or more in advance of the reservation date, all fees except the processing fee will be returned to the permittee.
- b. **If a permit cancellation is made less than 30 days before the reservation date, all fees may be forfeited.**
- c. Cancellations of reservations and resulting refund requests should be made in writing to the City.
- d. **No refunds will be granted on or after the date of scheduled use, whether or not the facility was used.**

3. LIABILITY—Depending on the type, size, and nature of the activity, the City may require the permittee to provide proof of insurance in an amount specified by the City's Risk Manager.

All persons and groups to whom a "Use" permit has been granted must agree to hold harmless and indemnify the City of Salem from any and all liability for injury to persons or property occurring as a result of this permit's activity, and agree to be liable to said City for any and all damage to any park, facility, building, equipment, and furniture owned or controlled by the City, which results from the activity or permittee or is caused by any participant in said activity.

Each permittee shall be fully responsible for the physical condition in which the facility is left. The expenses resulting from any damage or maintenance which is above the normal level of service shall be charged to the permittee. Failure of the permittee to meet this obligation within 30 days of billing will be cause for cancellation of future privileges, as well as legal action.

NOTICE—Oregon law (ORS 105.682 *et seq.*) provides that the owner of land is not liable in contract or tort for injury or death or property damages that arises out of the use of the land for recreational purposes. That immunity from liability does not apply if the owner of land charges a fee for permission to use the land. The fee charged for the use of the facility listed on this form is for the use of the facility **only**. Any use of property located outside of the facility is not subject to a charge, and therefore, the City of Salem is not liable for any injury, death or property damage arising out of such use of property for which no specific charge has been made.

4. SECURITY SERVICES. Depending on the type, size, and nature of the event, the City may require the permittee to provide on-site security services. The number of security personnel will be determined by the City. The permittee will provide the City with a copy of the contract for on-site security services no later than sixty (60) days before the event. The contract for on-site security services must contain the following provisions:

Compliance with Park Use Permit. The security firm will comply with all requirements of the Facility Use Permit and Agreement.

Indemnification. The security firm will indemnify, defend, save, and hold harmless the City of Salem, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature arising from or arising out of the activities or omissions of the security firm, its subcontractors, agents, or employees under the security contract with permittee.

Insurance. The security firm will obtain and maintain a policy or policies of Commercial General or Comprehensive General and automobile liability insurance, which may not be cancelled without 30 days notice to the City. The insurance limits will not be less than \$1,000,000 per occurrence for personal injury and property damage. The security firm will have the City, its officers, employees and agents named as additional insured. The security firm will supply the City with a certificate of insurance listing the coverage and other requirements set out above.

No Agency. The security firm certifies that it is an independent contractor of the permittee and is not an employee, contractor, or agent of the City of Salem.

If permittee fails to provide the City with a copy of the on-site security services contract prior to the event, or the contract fails to set out the required provisions, then the City may terminate the Facility Use Permit and Agreement. In the event the security firm fails to perform and City services are required as a result, the permittee will be billed for the City related services.

5. ALCOHOL—Table wines and malt beverages with an alcohol content of 14 percent or less and packaged in less than kegs may be consumed only in reservable picnic areas. **Any beverage with an alcohol content over 14 percent is not allowed anywhere in the park system.**

6. INSURANCE—Under certain conditions, the permittee will be requested to provide a certificate of insurance, OLCC permit, or both. Where insurance is required, it must be comprehensive or commercial general liability endorsed for alcohol liability, be not less than \$1,000,000 combined single limits, name the City of Salem as additional insured, and be evidenced by a certificate of insurance approved by the City's Risk Manager or his/her designee.

7. SOUND EQUIPMENT/NOISE—Use of amplified sound equipment must receive prior approval from the Parks and Transportation Services Manager or his/her designee and may require a Noise Variance Permit. Noise that disturbs others or that exceeds maximum decibel levels under City Ordinance is not permitted.

8. VIOLATIONS—Any person(s) or reservation group in violation of any applicable Oregon law or any ordinance or regulation pertaining to parks adopted by the City of Salem shall be subject to ejection from any park, and to any and all available civil and criminal remedies.

9. DISCRIMINATION—The City of Salem values all person without regard to race, color, religion, national origin, sex, age, marital status, domestic partnership, disability, familial status, sexual orientation, gender identity or source of income. If you believe that you have been discriminated against in a program, activity, or facility or you desire further information, please contact the Public Works Department, 503-588-6261.

10. CLEANUP—Reservation groups, at a minimum, are expected to insure that their reserved area is picked up and all garbage is deposited in appropriate receptacles.

Initial _____