

Facility Use Permit and Agreement

RETURN COMPLETED FORM TO:

City of Salem, Public Works Department
555 Liberty Street SE Room 325
Salem OR 97301-3513
503-588-6261 (Monday-Friday, 8 a.m.-5 p.m.) • Fax: 503-588-6025
parksandrecreation@cityofsalem.net • **After hours/weekend contact: 503-588-6311**

INSTRUCTIONS: Read all pages of this agreement. Fill in all blanks. Make check payable to the City of Salem. This agreement is authorized only after all signatures are made and full payment is received.

LOCATION REQUESTED

Bush Park

- Amphitheater
- Lower Leffelle
- Phillips Field
- Rose Garden
- Soap Box Derby Track

Cascades Gateway Park

- Beaver Grove
- Blue Gill A
- Blue Gill B

Riverfront Park

- Amphitheater
- North Meadow
- Rotary Pavilion
- South Meadow

Minto-Brown Island Park

- Shelter

River Road Park

- Shelter

Wallace Marine Park

- Softball Complex

Woodmansee Park

- Shelter

Other Park/Field/Court

Park _____ Baseball/Softball Soccer Tennis Disc Golf
 Park Pathways Which Park? _____

EVENT INFORMATION

Date and Time Requested (include time for setup and cleanup): Date(s) _____

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

Name of Event _____ Number Attending _____

Food? Yes No
Catered? Yes No
Name of Caterer _____

Alcohol? Yes No
Amount per person? _____
If yes, who will provide? _____

Note: In most cases, alcohol content of all beverages must be 14 percent or less, is only allowed at reservable park facilities, and must stay within 100 feet of reserved area. Private reservations may not have kegs or pony kegs.

Music/Speaker? Yes No Amplified? Yes No

Time: from _____ a.m. p.m. to _____ a.m. p.m.

Type of Sound Boom-box Karaoke Live Band DJ Other _____

Admission? Yes No
If yes, how much? _____

Fund-raiser? Yes No
If yes, for whom? _____

Will this event be advertised to the general public (poster, radio, newspaper)? Yes No

Permittee Requests that City Staff:

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

Permittee Requests To:

- Erect Tents/Canopies
Size _____ Sides _____ Staked Weighted
- Bring in Inflatable Play Structure(s)
- Use Private Security
- Place Dumpster(s) on Site
- Deliver Chemical Toilets
- Use Directional Signs/Markings
- Drive on Turf

Other Special Requests (please explain):

Do you desire to meet with a City staff person the day of your event? Yes No Time _____

I hereby certify that I am an authorized representative of the organization noted below, and that the above statements are true to the best of my knowledge. I have read and agree to be bound by the regulation and policies on pages 3-4 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 and their officers, agents, employees, and volunteers 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 _____ Organization _____

On-site Contact Name _____ Phone _____

Address _____ City, State, Zip _____

Email _____ Home/Message Phone _____

Signature of Applicant _____ **Date** _____

OFFICE USE ONLY

Alcohol Use Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No	Processing Fee	\$ _____
Chemical Toilets	<input type="checkbox"/> Yes <input type="checkbox"/> No	Rental Fee	\$ _____
Dumpster	<input type="checkbox"/> Yes <input type="checkbox"/> No	Alcohol Fee	\$ _____
OLCC Permit Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Sound Fee	\$ _____
Sound Permit Approved	<input type="checkbox"/> Yes <input type="checkbox"/> No	Special Use Area	\$ _____
Certificate of Insurance Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	Other	\$ _____
Security Services Required	<input type="checkbox"/> Yes <input type="checkbox"/> No	TOTAL	\$ _____
		<input type="checkbox"/> Cash	<input type="checkbox"/> Check
			<input type="checkbox"/> Visa/MC

Folder Number _____

Received by _____ Date _____ Approved by _____ Date _____

PLEASE KEEP A COPY OF THIS FORM AT YOUR RESERVED EVENT

Applicant Public Works Compliance Services

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.**

Reservation Changes: 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 Public Works Director or his/her designee.

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.

Changes to an existing reservation may result in a processing fee (\$61–Riverfront Park, \$25–other reserved areas).

Refunds/Forfeiture of Fees: If a permit cancellation is made 30 days or more in advance of the reservation date, all fees except the processing fee (and reservation fee for Wallace Marine Softball Complex) will be returned to the permittee. This refund may take 4-6 weeks to process.

If a permit cancellation is made less than 30 days before the reservation date, all fees shall be forfeited.

No refunds will be granted on or after the date of scheduled use, whether or not the facility was used.

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 this 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 of 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 arise 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 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.

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 Facility Use Permit and Agreement. The security firm will comply with all requirements of this permit.

Indemnification. The security firm will indemnify, defend, save, and hold harmless the City of Salem, its officers, agents, employees, and volunteers 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 canceled without 30 days notice to the City. The insurance limits will not be less than \$2,000,000 per occurrence for personal injury and property damage. The security firm will have the City, its officers, agents, employees, and volunteers 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.

Alcohol: Except for large, community/public events held at Riverfront or Bush Park, alcoholic beverages must have an alcohol content of 14 percent or less, be packaged in less than kegs, and may be consumed only in reservable picnic areas.

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 \$2,000,000 combined single limits, name the City of Salem, its officers, agents, employees, and volunteers as additional insured, and be evidenced by a *Certificate of Insurance* approved by the City Risk Manager or his/her designee.

Sound Equipment/Noise: Use of amplified sound equipment must receive prior approval from the Public Works Director or his/her designee and may require a Sound Permit. Sound that disturbs others or that exceeds maximum decibel levels under City Ordinance is not permitted.

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.

Cleanup: Reservation groups, at a minimum, are expected to ensure that their reserved area is picked up and all garbage is deposited in appropriate receptacles.

Discrimination: The City of Salem values all persons 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 at 503-588-6261.

ACKNOWLEDGEMENT

Please initial here to verify that you have read and will abide by the terms put forth in this document.

Initial _____

City of Salem Facility Use COVID-19 Addendum

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INSTRUCTIONS: Return completed form with Facility Use Permit. All applicable documents must be received and approved, prior to reservation being processed and finalized.

Communicable Diseases Including COVID-19. The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. City of Salem cannot completely mitigate the transfer of communicable diseases like COVID-19 and understands there is some risk associated with using City facilities and assumes said risk. Use of City facilities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19. Permittee understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Permittee acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments.

Private Gatherings (for events not open to the public). I agree as the Permittee and On-site Contact that all attendees will follow all applicable CDC, federal, state, county(ies) or City regulations, orders and guidance regarding COVID-19 on the date the permitted event takes places.

Public Gatherings. For events open to the public, as the Permittee and On-Site Contact, Permittee will produce a written safety plan consistent with all applicable CDC, federal, state, county(ies), or City COVID-19 regulations, orders or guidance, no less than 30 days prior to the event. The written safety plan must include how crowd control will be addressed, the number of event staff attending the event and identify staff training on applicable CDC, federal, state, and local regulations, guidelines or orders regarding COVID-19. Permittee is responsible to supply their staff, materials, supplies, and equipment to manage or support their written safety plan.

COVID-19 Termination. City of Salem reserves the right to terminate this Agreement immediately and without notice if it is found that Permittee has failed to follow any regulations, orders, or guidance as provided by the CDC and federal, state, county(ies) and City. Either the City or Permittee may cancel this Facility Use Permit for any COVID-19 related reason or if the event would conflict with any COVID-19 regulations, orders or guidance. Please refer to Page 3 of the Facility Use Permit regarding cancellations and refunds. Should Permittee violate any terms of this Addendum, Permittee will forfeit the right to reserve a City of Salem facility for one year.

Indemnification. In consideration for use of the City of Salem property, Permittee agrees to waive and discharge any and all claims against the City and release it from liability for any loss regardless of cause, including claims for any negligent actions of the City, its employees, officers, volunteers or agents and any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Permittee's failure to follow the CDC, federal, state, county(ies) or City regulations, orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19, to the fullest extent allowed by law, for Permittee, its members, employees, agents, contractors, suppliers, or guests. Permittee also agrees to release, exonerate, discharge and hold harmless the City, its employees, officers, volunteers or agents from all liability, claims, causes of action, or demands arising out of injuries of any kind to which may result from or in connection with the use of City facilities. Permittee certifies and represents that it has the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of itself and its members, employees, agents, contractors, suppliers or guest.

Permittee certifies to have read this document and fully understand its contents.

Signature of Permittee's Authorized Representative: _____

Printed Name of Permittee's Authorized Representative: _____

Date: _____

Name of Permitted or Business Group User: _____

Event Name: _____

Public Event: _____ **or Private Event:** _____

Date(s) of event: _____

Event location: _____

Si necesita ayuda para comprender esta información, por favor llame 503-588-6311. Servicios razonables de alojamiento y accesibilidad se facilitarán por petición. If you need help understanding this information, please call 503-588-6311. Reasonable accommodation and accessibility services will be provided upon request.