CITY OF HOOD RIVER PROPERTY USE AGREEMENT - STRATTON GARDEN

DATE: _____

PARTIES: CITY OF HOOD RIVER ("City")
211 2nd Street
Hood River, OR 97031

APPLICANT: _____ ("Applicant")
_____
_____
Attn: _____

RECITALS

A. Applicant has requested use of a certain City property for the following purpose:
_____
_____

B. The City recognizes that a legitimate public purpose will be served by allowing the use to occur in the location requested.

NOW, THEREFORE, in consideration of the mutual promises of the parties, the City agrees to allow Applicant to use certain City property set forth below:

TERMS AND CONDITIONS

1. Property Used. Applicant shall be entitled to use the following-described City property at the times and on the dates set forth below:

Property: **STRATTON ROSE GARDEN** ("Property")

Hours of Use: from _____ to _____

Days of Use: from _____ through _____

Estimated Group Size: _____

Locates Needed: _____ Yes _____ No (if stakes will be put into the ground)

2. Use Fee. Applicant shall pay a three-hour rental fee of **$250.00** to the City for the use of the Property during the term of this Agreement.

***PAID _____ (Date) RECEIPT NO. _____**

3. Use. Applicant shall only use the Property for the use specified above and during the dates and times specified above. Use shall be: EXCLUSIVE ___ NONEXCLUSIVE _____ Exclusive use shall not, however, exclude City from use of Property.

4. Condition of Property. Applicant accepts the Property "as is" and acknowledges that Applicant has relied solely upon Applicant's independent inspection and opinion about the Property and its suitability for the contemplated use.

5. Alterations or Damages. Applicant shall not and shall not cause or permit any of its agents, employees, or invitees to injure, mar, nor in any manner deface or damage the Property, or any improvements located on the Property. Applicant shall not make any alteration or improvement, or allow any to be made, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.

Applicant is not allowed to insert stakes into the asphalt. The use of water barrels to tie town tents is allowed.

6. Responsibility for Damages. If the Property, or any portion of any improvement on the Property, is damaged as a result of the act or omission of Applicant, its agents, employees, or invitees, Applicant shall pay to the City, upon demand, the amount requested by the City necessary to restore the Property to its prior condition.

7. Insurance. All licensees for use of City-owned property, including rights-of-way, shall be required to furnish evidence of liability insurance providing primary coverage in an amount that is not less than the City's tort liability limits naming the City as an additional insured. The liability insurance shall apply to, and provide coverage for, any and all claims for bodily injury and property damage arising from or caused by the use for which the license is granted and shall be primary coverage. In lieu of meeting the insurance requirements of this section, any governmental entity may enter into an agreement with the City to indemnify and hold the City harmless in the event of any damage or injury resulting from the use. Such insurance shall further provide that the policy shall not terminate or be canceled prior to the completion of the event without thirty days' written notice. Proof of insurance shall be submitted to the City prior to issuance of the Special Event Permit, and maintenance of this insurance shall be a continuing condition of the Permit.

Event On City Property - Certificate of Insurance of $1,000,000 general liability naming City of Hood River as additional insured.
Event Not on City Property - Certificate of Insurance of $1,000,000 general liability naming City of Hood River as additional insured.

The applicant shall execute an agreement agreeing to release, hold harmless and defend the City of Hood River, its officials, employees and agents for any harm, claim, loss, personal injury, death or property damage that may arise in connection with any Special Event Permit. If the Special Event Permit includes permission to sell or serve beer or other alcoholic beverages, the applicant shall obtain a separate Liquor Liability insurance policy. Special Event Permit applications will not be processed or approved without a signed waiver and proof of insurance.

8. Liability and Hold Harmless. City shall not be liable for any damage to persons or property resulting from any act or negligence of any person other than itself, its agents and employees. Applicant shall hold harmless and indemnify the City against all claims, loss, damage, liability and expense, including attorney fees, for injury or damage of every nature arising or resulting from Applicant's use of the Property, or any occurrence on or about the Property, including without limitation, any act, omission, or negligence of Applicant, or any agent, employee, or invitee of Applicant in, on or about the Property, excepting only those claims based on the acts or negligence of the City.

"NOTICE: Oregon law (ORS 105.682, et seq.) provides the owner of land is not liable in contract or tort for injury death or property damage that arises out of use of the land for recreational purposes (known as "recreational use immunity"). That immunity from liability does not apply if the owner makes a charge for permission to use the land. This fee is only for use of the assigned park and for use of the park-related amenities in the designated park area. Other uses of this park, or any use of the property outside the designated park area are not subject to a charge and, therefore, The City of Hood River is not liable for injuries, death, or property damage arising out of such uses of the property for which no specific charge has been made.

9. Public Safety. Applicant shall comply with all public safety requirements regarding access to and from the Property and pedestrian and vehicular traffic in and around the Property. Applicant shall not block or allow to be blocked any streets abutting the Property without the permission from the City. Aerial Luminaries "Sky Lanterns" are not allowed in City Parks or within the City Limits at any time.

10. Property Closure. If the Property is a street or parking lot, Applicant shall pay a street closure fee for each day the Property is used. The fee is subject to annual adjustment by the City. Applicant shall be responsible for providing and erecting barriers sufficient to close the street or lot to vehicular traffic and shall be responsible for dealing with any parked vehicles. The City will not tow or ticket, nor accept any responsibility for any vehicles parked on the lot or street Applicant seeks to close. Applicant may close off the street or lot up to _____ hours prior to the scheduled start time of Applicant's use stated above, and shall reopen the street or lot no later than _____ hours after the scheduled ending time stated above.

11. Sanitation and Cleanup. Applicant shall maintain and operate the Property in a safe and sanitary condition. City may require Applicant to provide sani-cans, which will be allowed to remain on the Property for events of more than one day, provided that the location is approved by the City. Applicant shall be responsible for restoring the Property to its condition prior to Applicant's use. Cleanup shall include trash removal, sweeping and pavement washing.

Groups of 75 or more will be required to provide trash management plan. Event holds will need to self-haul all trash or make arrangements for a dumpster.

Garbage Management Plan:

_____

_____

_____

Note: Event holders are responsible for the coordination, delivery and removal of dumpster and/or trash removal during and after the event. Trash left in City garbage cans at Parks and/or Parking Lots from the event holder will be subject to a clean-up fee.

Restroom Facilities:
Restroom facilities: On site: Yes No If Yes, #____ Sanican units needed: Yes No
Additional Sanicans may be required. 1 per 75 attendees. No. of attendees _____
Name of Company providing units: _____ Contact Number: _____
Number of units: _____ Number of handwashing stations: _____
Location where units will be located: _____ (show on map)
When will units be delivered: _____ And: removed: _____

Please attach a detailed site plan of the Event/Activity if applicable. Site plan should include entrance, exits, booths, canopies, bleachers, stages, sanican units, fencing, etc. _____ Initial if site plan attached.

12. Noise Levels. Applicant shall comply with the City's noise ordinance.

13. Termination of Agreement. The City may terminate this Agreement without notice upon the default of Applicant. Applicant may terminate this Agreement at any time upon written notice to the City, and the City may otherwise terminate this Agreement at any time upon not less than 90 days' prior written notice. The City shall not be liable to Applicant, Applicant's agents, employees or invitees, for any loss, injury or damage resulting from termination.

14. Assignment. This Agreement may not be assigned by Applicant.

15. Compliance with Laws and Rules. Applicant shall comply with all statutes, regulations, and ordinances of all local, state and federal jurisdictions concerning the use of the Property. In addition, the City shall have the right to adopt reasonable rules concerning the use of the Property and Applicant shall comply with the rules.

16. Attorney Fees. In any action to enforce or establish any right under this Agreement, the prevailing party shall be entitled to recover, in addition to costs and disbursements, reasonable attorney fees.

17. Notices. All notices shall be in writing and delivered or mailed to the party at the addresses written above. Notice of change of address shall be provided in the same manner.

18. Copyright Indemnification. Applicant agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101, et seq.) and any regulations promulgated thereunder in connection with activities in the Property under this Agreement, including but not limited to, the assumption of any and all responsibilities for paying royalties which may be due to

the copyright owner, or representative of the copyright owner, for the use of copyrighted works in the Property. Applicant agrees to indemnify, defend, and hold harmless City, its officers and employees, for any claims and damages growing out of infringement or violation of the Federal Copyright Law and any regulations promulgated thereunder by Applicant or any person using the Property pursuant to this Agreement (other than City).

19. Additional Comments. _____
_____
_____
_____
_____
_____

By signing this permit I am stating that I have read it in its entirety and agree to comply with all applicable ordinances, resolutions and policies of the City of Hood River.

CITY:

_____
Director of Public Works Date

Phone: 541-386-2383

APPLICANT:

_____
Signature:
Name: _____
Title: _____
Phone: _____
Email: _____

Date Completed: _____

Fee Paid: $ _____ Receipt #: _____