



Parks Department

500 Hilda Street | Oregon City, OR 97045
Phone (971) 204-4602 | Fax (503) 656-7488

PARK RENTAL APPLICATION

APPLICANT AND ORGANIZATION INFORMATION		ORGANIZATION TYPE					
Organization Name	<input type="checkbox"/> Private/Individual						
Applicant Name	<input type="checkbox"/> Business						
Street Address	<input type="checkbox"/> Public Agency						
City, State, Zip	<input type="checkbox"/> Nonprofit						
Primary Contact	Secondary Contact						
Phone	Phone						
Email	Email						
RENTAL INFORMATION							
Rental Name	Rental Location						
Rental Type (check all that apply)							
<input type="checkbox"/> Picnic	<input type="checkbox"/> Car Show	<input type="checkbox"/> Athletic Walk/Race					
<input type="checkbox"/> Concert	<input type="checkbox"/> Dog Show	<input type="checkbox"/> Bike Race/Ride					
<input type="checkbox"/> Wedding	<input type="checkbox"/> Film/Photo Shoot	<input type="checkbox"/> Cleanup Event					
<input type="checkbox"/> Reunion	<input type="checkbox"/> Parade	<input type="checkbox"/> Community Event					
<input type="checkbox"/> Festival/Carnival	<input type="checkbox"/> Other						
Set-up Start:	_____	Set-up End:	_____				
Date	Time	Date	Time				
Event Start:	_____	Event End:	_____				
Date	Time	Date	Time				
Break Down Start:	_____	Break Down End:	_____				
Date	Time	Date	Time				
Please give an estimate for number of people who will be involved in the rental:							
Staff	_____	Participants	_____	Spectators	_____	Vendors	_____
DESCRIPTION OF RENTAL							
<p> </p> <p> </p> <p> </p> <p> </p> <p> </p> <p> </p>							
FOR NON-STATIONARY RENTALS (ATHLETIC WALK, RACE, PARADE, ETC.)							
Include beginning location, detailed route, and ending location							
<p> </p> <p> </p> <p> </p> <p> </p>							

RENTAL DETAILS AND ACTIVITIES

Yes	No	Rental Details and Activities																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Is admission controlled by donations, entry fees, or tickets? If yes, type and amount: _____</p> <p><i>Rentals with donations, entry fees or tickets, must obtain an Oregon City Business License.</i></p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Are participants (vehicles, cyclists, runners, vendors) charged an entry fee? If yes, amount: _____</p> <p><i>Rentals with fees to participate must obtain an Oregon City Business License.</i></p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Is the rental open to the Public?</p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Will the rental be advertised? If yes, describe: _____</p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Will vendors be providing a service (rented items, security, catering) or participating (selling or promoting) at the rental? If yes, describe: _____</p> <p><i>Rentals with vendors must fill out Addendum A: Vendor List. Each vendor, business and individual operating within the City Limits must obtain an Oregon City Business License or Metro Business</i></p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Will products or services be sold? If yes, describe: _____</p> <p><i>Rentals with alcohol must fill out Addendum B: Alcohol Permit.</i></p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Will food be served?</p> <p><input type="checkbox"/> Pre-packaged <input type="checkbox"/> Prepared on site <input type="checkbox"/> Prepared off site</p> <p><input type="checkbox"/> BBQ <input type="checkbox"/> Catered (<i>Addendum A: Vendor List</i> required)</p> <p><input type="checkbox"/> Other: _____</p> <p>If yes, describe: _____</p> <p><i>* A Temporary Restaurant License is required when food is prepared or served for consumption by the public at rentals. See Clackamas County Public Health for the Temporary Restaurant Operation Guide and Temporary Restaurant License Application.</i></p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Will alcohol be served? If yes, describe: _____</p>																																							
<input type="checkbox"/>	<input type="checkbox"/>	<p>Will any of the following be set up for the rental?</p> <table border="1"> <thead> <tr> <th>Type:</th> <th>Number:</th> <th>Size:</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Tent</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Canopy</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Tables</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Chairs</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Mechanical Rides</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Inflatables (bounce house, slide)</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Barricades</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Fencing</td> <td></td> <td></td> </tr> <tr> <td><input type="checkbox"/> Other/describe: _____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> </tr> <tr> <td>_____</td> <td></td> <td></td> </tr> </tbody> </table>	Type:	Number:	Size:	<input type="checkbox"/> Tent			<input type="checkbox"/> Canopy			<input type="checkbox"/> Tables			<input type="checkbox"/> Chairs			<input type="checkbox"/> Mechanical Rides			<input type="checkbox"/> Inflatables (bounce house, slide)			<input type="checkbox"/> Barricades			<input type="checkbox"/> Fencing			<input type="checkbox"/> Other/describe: _____			_____			_____			_____		
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<input type="checkbox"/>	<input type="checkbox"/>	Will a stage or other structure be built on park property? Describe structure, size, purpose, etc.: _____
<i>Any rental with stage or any type of structure built must notify Building Division.</i>		
<input type="checkbox"/>	<input type="checkbox"/>	Will security be needed for the rental? If yes, describe: _____
Rentals with hired security must fill out Addendum A: Vendor List . All vendors, businesses and individuals operating within the City Limits must obtain an Oregon City Business License.		
<input type="checkbox"/>	<input type="checkbox"/>	Will additional temporary electrical power be required? If yes, list need for electricity and source: _____
<input type="checkbox"/>	<input type="checkbox"/>	Will additional water supply be needed for the rental? If yes, list use and water source: _____
<input type="checkbox"/>	<input type="checkbox"/>	Amplified sound with PA system or other noise generator for live or recorded music? If yes, describe type of equipment and amplified sound times: _____
<input type="checkbox"/>	<input type="checkbox"/>	Will signs be erected? If so, when, where, and how will they be placed? _____
<input type="checkbox"/>	<input type="checkbox"/>	Will parking at the park be adequate to accommodate for size of the rental? Describe parking plan (off-site, overflow, parking monitors, etc.): _____
<input type="checkbox"/>	<input type="checkbox"/>	Does event impact roadway, sidewalk, pathway, driveway, curb, parking space, or public parking lot? Is public parking lot? If yes, please describe: _____ <i>If yes, Public Works must be notified to see if a right-of-way permit must be obtained.</i>
<input type="checkbox"/>	<input type="checkbox"/>	Is a Certified Flagger, Police Officer, or signs needed to direct traffic? If yes, please describe: _____ <i>If yes, Public Works must be notified to see if a right-of-way permit must be obtained.</i>
Please list any specific rental details not listed above: _____ _____ _____ _____ _____ _____ _____ _____ _____		

ACKNOWLEDGEMENTS AND AGREEMENTS

RELEASE AND INDEMNITY AGREEMENT

In consideration of the issuance of permit/permission by the City of Oregon City for the above-described activity, the undersigned permittee hereby agrees to the following terms:

1. Release. Permittee does hereby release and forever discharge the City of Oregon City, and its City Commissioners, officers, agents, volunteers and employees (collectively "Indemnitees") from any and all claims, liability, loss and demands of whatever kind or nature, either in law or in equity, arising from or related to Permittee's activity described above and/or Permittee's use of the City's facilities. Without limiting the generality of the foregoing, Permittee understands and agrees that this Release discharges each of the Indemnitees from any liability or claim that Permittee may have against any of them with respect to any bodily injury, personal injury, illness, death, or property damage that may arise from or relate to Permittee's activity described above and/or Permittee's use of the City's facilities. Permittee hereby expressly and specifically assumes the risk of injury or harm or damage to property with respect to the activity described above or Permittee's use of the City's facilities, whether caused by the negligence of any of the Indemnitees or otherwise.

2. Indemnity. Permittee hereby agrees to indemnify, defend (with legal counsel acceptable to the Indemnitees) and hold the Indemnitees harmless from any and all claims, liability, loss, damage, cost or expense, including but not limited to attorney fees and court costs, that the Indemnitees may sustain or incur arising from or relating to Permittee's activity described above and/or Permittee's use of the City's facilities. The foregoing indemnity shall include but not be limited to any claims, liability, loss, damage, cost or expense due to any bodily injury, personal injury, illness, death, or property damage arising from or related to Permittee's activity described above and/or Permittee's use of the City's facilities.

3. Damage to Property. In the event a Permittee or its employees, agents, contractors, licenses or invitees damage or destroy any property of the Indemnitees in connection with Permittee's activity described above, Permittee shall, upon demand of the Indemnitees, immediately pay the costs of repair or replacement of such damaged property.

4. Insurance. If this box is checked, Permittee shall maintain liability insurance covering Permittee's activity described in this Release, with such coverages and in such amounts as required by the City from time to time. Such insurance shall also name the City as an additional insured. If Permittee is required to maintain liability insurance under this Release, Permittee shall, prior to engaging in the activity described in this Release, provide the City with a certificate of liability insurance evidencing such insurance in a form acceptable to the City.

5. Termination. The City may terminate Permittee's activity described above at any time upon written notice to Permittee. Indemnitees shall have no liability to Permittee for any termination of Permittee's activity, including but not limited to liability for consequential damages.

6. Interpretation. The undersigned agrees that this Release is intended to be as broad and inclusive as is permitted by the laws of Oregon, and that if any portion of this Release is held invalid, it is agreed that the remaining portion shall continue in full force and effect.

7. Jurisdiction. In the event of any dispute between the undersigned and any or all of the Indemnitees, such dispute shall be governed by Oregon law and the exclusive jurisdiction for such dispute shall be the State courts for the State of Oregon, and the exclusive venue for such dispute shall be Clackamas County, Oregon.

8. Authority. In the event the undersigned is a limited liability company, corporation or other organization, the individual signing below represents and warrants he/she has authority to execute this Release on behalf of such organization.

9. Binding Effect. The waiver, release, indemnity and agreements of Permittee under this Release shall be binding upon Permittee's agents, guests, licensees, heirs, personal representatives, executors, successors and assigns.

10. Compliance with Laws. Permittee shall comply with all laws, ordinances and regulations, and the terms of any permit issued by the City, applicable to Permittee in connection with Permittee's activity described above.

I have read and agree to the Release and Indemnity Agreement terms above.

Applicant Signature: _____

Date: _____

CLEANING/DAMAGE DEPOSIT

A \$500 deposit is required for park rentals in the parks. The deposit is fully refundable. However, if cleaning is required and/or damage has occurred in the park, cleaning and repair costs will be deducted from the deposit. Additional charges may be incurred for excessive damage or cleaning.

Indemnification

In consideration of the issuance of permit/permission by the City of Oregon City for the applicant to participate in the above-described activity, the undersigned permittee hereby agrees to indemnify and hold the City of Oregon City, the City Commissioners and the officers, agents and employees of the City (the "indemnities") harmless from:

1. All liability, damage, loss, cost or expense, including but not limited to attorney's fee on account of any property that the City may own or in which it may have an interest;
2. All liability, damage, loss, cost or expense, including but not limited to attorney's fee on account of any property belonging to any person's firm, or corporation; and
3. All liability, damage, loss, cost or expense, including but not limited to attorney's fee on account of any damage resulting from injury to or death of any person or persons resulting from or in any way

I acknowledge I have read and agree to the Cleaning/Damage Deposit Indemnification above.

Applicant Signature: _____ Date: _____

OREGON CITY HOLD HARMLESS/RECREATIONAL LAND/FACILITY LIABILITY

1. NOTICE: Oregon law (ORS 105.682, et seq.) provides that the City of Oregon City is not liable in contract or tort for injury, death, or property damage that arises out of use of 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. The fee you paid is only for use of the specific areas identified in the application as reserved for accommodating the specific event. These areas may include: reserved park shelter, grassy areas, overflow parking, parking lot, or sports fields. Other use of the property outside the reserved facility/park are not subject to a charge and, therefore, the City of Oregon City 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.

2. Permission is hereby requested to hold an event described hereto. It is understood that this application is limited to the event described herein and that event organizers shall comply with the provisions of this application and all other applicable rules, regulations and standards of the City, County and State. The permittee assumes full responsibility for said compliance and for repair or replacement of any existing improvement damaged as a result of this event.

3. NOTE: Depending on the crowd size, noise level, possible neighborhood/community impact, Oregon City Police Department, Code Enforcement, Building Division as well as Clackamas First District #1 and Clackamas County Department of Communications (C-COM) may also need to be notified and may be involved in the approval process of special events.

I acknowledge I have read the above-described items and the *Park Rental Manual* and agree to comply with all the rules set forth. Failure to comply with the Park Rental Manual may lead to cancellation of the event.

Applicant Signature: _____ Date: _____

FOR STAFF USE ONLY

Approved By: _____ Date: _____