



SPECIAL EVENT PERMIT APPLICATION

APPLICANT AND ORGANIZATION INFORMATION		ORGANIZATION TYPE
Organization Name		Private/Individual
Applicant Name		Business
Street Address		Public Agency
City, State, Zip		Nonprofit
Primary Contact	Secondary Contact	
Phone	Phone	
Email	Email	

EVENT INFORMATION

Event Location			
Event Name			
Event Type	Picnic	Car Show	Athletic Walk/Race
(check all that apply)	Concert	Dog Show	Bike Race/Ride
	Wedding	Film/Photo Shoot	Cleanup Event
	Reunion	Parade	Community Event
	Festival/Carnival	Other	
Set-up Start:	Date	Time	Set-up End: Date Time
Event Start:	Date	Time	Event End: Date Time
Break Down Start:	Date	Time	Break Down End: Date Time
Please give an estimate for number of people who will be involved in the event:			
Staff	Participants	Spectators	Vendors

DESCRIPTION OF EVENT

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FOR NON-STATIONARY EVENTS (ATHLETIC WALK, RACE, PARADE, ETC.) Include beginning location, detailed route, and ending location

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	<p>Will a stage or other structure be built on park property? Describe structure, size, purpose, etc.:</p> <p><i>Any event with stage or any type of structure built must notify Building Division.</i></p>
	<p>Will security be needed for event? If yes, describe:</p> <p>Events 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.</p>
	<p>Will additional temporary electrical power be required? If yes, list need for electricity and source:</p>
	<p>Will additional water supply be needed for event? If yes, list use and water source:</p>
	<p>Amplified sound with PA system or other noise generator for live or recorded music? If yes, describe type of equipment and amplified sound times:</p>
	<p>Will signs be erected? If so, when, where, and how will they be placed?</p>
	<p>Will parking at the park be adequate to accommodate for size of event? Describe parking plan (off-site, overflow, parking monitors, etc.):</p>
	<p>Does event impact roadway, sidewalk, pathway, driveway, curb, parking space, or public parking lot? Is public parking lot? If yes, please describe:</p> <p><i>If yes, Public Works must be notified to see if a right-of-way permit must be obtained.</i></p>
	<p>Is a Certified Flagger, Police Officer, or signs needed to direct traffic? If yes, please describe:</p> <p><i>If yes, Public Works must be notified to see if a right-of-way permit must be obtained.</i></p>
	<p>Please list any specific event details not listed above:</p>

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 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 \$250 deposit is required for special events 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 *Special Event Permit Manual* and agree to comply with all the rules set forth. Failure to comply with the Special Event Permit Manual may lead to cancellation of the event.

Applicant Signature: _____ Date: _____

FOR STAFF USE ONLY

Approved By: _____ Date: _____