

Special Event Permit

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5. CONTACT PERSON: Permittee agrees that _____ are the contact persons for the Event and shall remain on site and available during the entire period of the Event. Failure of Permittee to have at least one of the contact persons on site and available during the period of the Event shall constitute a revocation of this permit. The City will supply Permittee with a daytime (7:00 am – 4:00 pm) telephone number for a designated Maintenance Division contact. Off hours emergency contact shall be through police dispatch.
 6. FEE: Permittee agrees that for the right to operate under this Permit, Permittee shall pay the City the fee of _____, as established by City Council ordinance. Permittee shall remit payment of the fee to the Community Services Department upon execution of this permit.
 7. SECURITY DEPOSIT: Permittee agrees to deposit the sum of _____ with the City upon execution of this permit as a security deposit to be applied toward the cost of repairing damages to the Park or to the City property caused by Permittee or to remedy other default under this Permit. Within thirty (30) days after termination of the Event under this permit, the City shall either refund the security deposit to Permittee or shall give Permittee a written accounting stating the basis of the City's claim to all or part of the security deposit. If costs of repairing damages to the Park exceed the amount of the security deposit, Permittee agrees to be responsible for all excess costs.
 8. GROUND SET UP PLAN: Permittee agrees to submit a Ground Setup Plan to the Community Services Director for approval along with a completed permit application. The Ground Setup Plan shall specify the location of:
 - A. All temporary fence lines including entrance gates, emergency exits and access lanes and service entrances;
 - B. Rides and attractions;
 - C. First Aid stations;
 - D. All food and beverage and other vending locations;
 - E. Utility vehicle, ambulance and event truck parking;
 - F. Ticket sales booths;
 - G. Security personnel;
 - H. Portable toilets;
 - I. Areas where propane gas will be used;
 - J. Stages for entertainment and amplified sound;
 - K. Supplemental lighting
 - L. Power generators
 - M. Pedestrian circulation routes

The Ground Set-up Plan is subject to review by the City and Woodburn Fire District. If the Plan is rejected, the City will explain the reasons for rejection to the event organizer and provide a deadline for a revision of the Plan to be re-submitted. The Special Event Park Use Permit is not valid without an approved Ground Set-up Plan. Permittee shall abide by the approved Ground Set-up Plan as a condition of the Permit.

10. ON-SITE VEHICULAR TRAFFIC: To ensure the safety of event visitors, organizers and exhibitors, vehicular traffic within the park during the hours Event is open to the public is prohibited. This prohibition includes delivery and/ or transport vehicles. All deliveries shall be scheduled to occur during the hours Event is closed to the public. Approved off-hours vehicular movement is restricted to designated paths, roads and parking areas, and will only be authorized with prior approval. Permittee understands and agrees that failure to comply with the park traffic rules will result in revocation of the Permit. In lieu of revoking the Permit, the City, at its sole discretion after hearing from Permittee, may

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elect to impose a \$500.00 forfeiture per park traffic rule violation. Nothing in this provision shall limit the City's authority to issue citations for violations of any city ordinance or applicable laws.

12. RESTROOMS: Permittee agrees to provide at least ___ portable restrooms and shall clean and service these restrooms throughout the Event on a frequent basis.
14. CLEANUP: Permittee agrees to perform ongoing daily litter and trash cleanup of the entire permit site during the Event and at the conclusion of the Event. At the conclusion of the Event, Permittee agrees to restore the Event site to the condition existing prior to the Event so that it is useable to the public.
16. INDEMNIFICATION: Permittee shall hold harmless, indemnify and defend the city and the city's officers, employees, agents and volunteers from and against any and all loss, cost, claim, damage, injury or liability whatsoever, including reasonable attorney fees and costs of litigation and appeal, arising from the activities of Permittee. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of the City.
17. WAIVER: Permittee hereby fully and unconditionally waive their individual and collective rights to recover from the city and its officers, employees, agents and volunteers, any loss, damage, restitution or compensation arising out of this Permit or out of the use of any city property associated with this agreement. The city and its officers, employees, agents and volunteers shall in no event be liable for any loss or damage suffered or incurred by Permittee, or its agents, employees, invitees or licensees for any reason whatsoever. Such waiver includes, without limitation, waiver of liability for death, personal injury, theft, damage to motor vehicles, loss of property from within motor vehicles, business interruption, lost profits, consequential damages and rights of subrogation. This provision does not apply to claims, loss, liability or damage or expense arising from the sole negligence, or willful misconduct, of the City.
18. INSURANCE: Without limiting Permittee's indemnification of the City, Permittee shall provide and maintain at its own expense during the term of this Permit comprehensive general liability insurance and comprehensive auto liability insurance with a combined single limit of \$1,000,000 per occurrence. Such insurance shall be primary to other insurance maintained by the City and shall name the City as additionally insured. Permittee shall provide the City a copy of such a certificate of insurance at least 14 days prior to entering the park for event preparation and set up as indicated in Section 2 of this Permit. Failure of Permittee to procure, provide to the City as described above and maintain the required insurance shall constitute a revocation of this Permit.
19. COMPLIANCE WITH PARK RULES: Permittee agrees to comply with all policies, rules, and laws governing the operation of the Park, and not alter or damage the Park's natural or cultural resources or man made improvements in any way through the support or operation of the Permit activities, and to be responsible for and fully repair all damage to park facilities and resources which may result from any operations under this Permit. Under no circumstances, shall nails be placed in Park trees; nor shall stakes be placed into the ground at a depth exceeding eight inches. All supplemental lighting systems shall be free standing. No attachments shall be made to existing Park systems. Permittee understands and agrees that failure to comply with the park rules will result in revocation of the Permit. In lieu of revoking the Permit, the City, at its sole discretion after hearing from Permittee, may elect to impose a \$500.00 forfeiture per park rule violation. Nothing in this provision shall limit the City's authority to issue citations for violations of any city ordinance or applicable laws.
20. SOUND AMPLIFICATION: In Accordance with City Ordinance No. 2312, amplified sound must be limited to a maximum of 80 dBA at Park boundaries. However, to minimize impacts on surrounding neighborhoods, the City will regulate the location and placement of all PA systems used as a part of Event

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and may establish specific dBA level requirements for each individual PA system based on event conditions and/ or through prior testing. Under no circumstances, shall noise levels exceed 80 dBA. The City's site management personnel, in consultation with Police Department, will monitor and regulate sound volume. This regulation of sound volume by City personnel does not relieve Permittee of their sole responsibility for complying with Ordinance No.2312, nor shall it limit the City's authority to issue citations for violations of any City ordinance or applicable laws.

22. **ALCOHOLIC BEVERAGES:** No alcoholic beverages are permitted in the Park during the period of use authorized by this permit. Permittee understands and agrees that failure to comply with the "No Alcohol" rule will result in revocation of the Permit. In lieu of revoking the Permit, the City, at its sole discretion after hearing from Permittee, may elect to impose a \$500.00 forfeiture per "No Alcohol" rule violation. Nothing in this provision shall limit the City's authority to issue citations for violations of any city ordinance or applicable laws.
23. **AUTHORITY TO SUSPEND OR CANCEL:** In the event that the City Administrator, Community Services Director, Public Works Director, Police Chief, or other City official designated by the City Administrator find that the activities being conducted under this Permit endanger the health and safety of any person, or will cause damage to real property, or that Permittee has not complied with any of the terms and conditions of this Permit, the City, through the action of any of the above-named City officials, may suspend or cancel this Permit. The City reserves the right, at its discretion, to suspend or cancel this Permit at any time without incurring any liability to Permittee whatsoever. Permittee agree to immediately cease all activities and events within the Park upon notice of suspension or cancellation of the Permit.
24. **VENDORS & EXHIBITORS:** Permittee is responsible for communicating all park and Event rules, regulations and permit requirements to any vendors and/ or exhibitors they authorize to participate in Event. Vendors must also possess a City of Woodburn business or solicitors license. Permittee will make every effort to seek vendor compliance with these rules. However, the City reserves the right to expel from a facility any vendor that the City determines is not in compliance with provisions of the permit or City rules & regulations. The City will report suspected code violations to appropriate regulatory agencies.
26. **OTHER APPROVALS AND PERMITS:** Permittee agrees and understands that, apart from this Permit, it is necessary to obtain other permits and approvals in order to conduct the Event. Permittee understands and agrees that these permits and approvals include, but may not be limited to, the following:
 - A. Permittee must require food vendors to obtain a temporary restaurant license from the Marion County Health Department.
 - B. For any amusement rides, Permittee must obtain inspection and approval of the State of Oregon, Building Codes Division and display a current operating permit for each ride.
 - C. An emergency access plan for the Event must be approved by the Woodburn Fire District. Additionally, the Woodburn Fire District has developed public event requirements which must be strictly adhered to.
 - D. A dance permit must be obtained through the Woodburn City Recorder for any public dance.
 - E. No signage may be displayed by Permittee unless a Temporary Sign Permit has been issued by the Community Development Department. No signs will be permitted within the public right-of way.
 - F. A Parade Permit must be issued by the Woodburn Police Department for any parades on City streets or in the public right-of-way.

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The City may revoke this Permit if Permittee fails to obtain all of the necessary permits and approvals for any specific activity in which it engages.

- 27. ANTI-DISCRIMINATION/COMPLIANCE WITH LAWS: Permittee agrees not to discriminate against any individuals on account of color, race, religion, ancestry, or national origin and to comply with all applicable federal, state and local rules, regulations and ordinances.
- 28. ASSIGNMENT: Permittee understands and agrees that this Permit is a license agreement and is not a lease, and that the Permit is a personal, revocable and unassignable permission to perform the acts herein set out without reserving or granting to Permittee any interest in real property or other interest.
- 29. PERMITTEE STATUS: The parties hereto agree that Permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City.
- 30. NO THIRD PARTY BENEFICIARIES: This Permit is not intended nor shall it be construed as granting any rights, privileges, or interests in any third party without mutual written agreement of the parties hereto.

PERMITTEE:

CITY OF WOODBURN:

By: _____

By:

Jim Row,

Title: _____

Community Services Director

Date: _____

Date:

cc: