



## CITY OF THE DALLES

### Lewis & Clark Festival Park Use Agreement

#### Terms of Facility Use

##### A. RESERVATIONS:

1. Reservation/Application. A completed application must be submitted to the City at least 14 days prior to the event. The facility is not reserved until a fully executed agreement and payment are received by the City.
2. Facility Use Fee. Payment of the facility use fee of \$50.00 is required to be paid at the time of application.
3. Security Deposit. A refundable security deposit of \$100.00 is required to be paid at the time of application for damages incurred to the facility by the User or User's guests or vendors. If damages occur, the security deposit or a portion thereof as determined by the City, will be forfeited.
4. Cancellation. If User cancels the event more than seven (7) days before the event, the facility use fee shall be refunded. If the event is cancelled less than seven (7) days before the event, the use fee will be forfeited. All deposits shall be refunded if the event is cancelled.

##### B. SITE USE POLICIES:

1. Site Set Up. All details must be shown on a site plan, attached to the application, including secured areas, temporary fencing, vendor locations, entertainment locations, portable restroom facilities, and trash locations. The set up must comply with all fire safety regulations.
  - a. Set up and returning the site to its pre-use condition is the responsibility of the User. City staff may help facilitate set up but is not responsible for completion of set up.
2. Decorations. The City does not allow confetti, rice, bird seed, glitter, open flames, nails, hooks, tacks or staples, or any explosives.

3. Electrical and Water Connections. There are electrical and water connections in portions of the park. The City will assist User in turning on the services requested on the application. Depending on electrical needs, user may need to request additional service from Northern Wasco County PUD.
4. Water Disposal. A water disposal with water-oil separator area is available to User.
5. Parking. Parking is limited at the Lewis and Clark Festival Park. User should submit a parking and/or shuttle plan with event application. User may request the event exclude parking and if so, City will place bollards to prohibit vehicles from entering the park.
6. Restroom Facilities. Public restroom facilities are provided. If an event will have more than 100 attendees, User will be responsible for providing portable toilet facilities and removal of them after event.
7. Concession/Ticket Booth: The concession/ticket booth may be reserved as part of the event. A sink is provided. The City does not provide refrigeration, tables, or other equipment. It is the responsibility of the User to provide any additional equipment for use of this area.
8. Trash. User is responsible for removing trash from the park after the event. User may rent garbage containers from The Dalles Disposal for large events.
9. Dogs. Dogs must be under the control of owners at all times. Owners are responsible for cleaning up after their dogs.

C. SAFETY POLICIES:

1. Hazardous Materials Prohibited. User agrees not to allow any material, substance, equipment or object to be brought onto the property which may be a hazard to the life of or cause bodily injury to any person on the premises. Illegal substances, firearms or other weapons are strictly prohibited.
2. Security. Event security is the responsibility of the User.
3. Alcohol. All alcoholic beverages must remain within the specified area. User will be required to follow all OLCC regulations and will be required to provide insurance certificates which comply with Section D (2) and copy of the OLCC event permit with the application for the event.
4. Health Regulations. User is required to submit permits obtained from Wasco County Health Department with application.

D. GENERAL PROVISIONS:

1. Damages. User agrees to pay City reasonable value of the cost of repairing or replacing damage to the facility caused by the User or User's employees, agents, sub-contractors, exhibitors or guests. By signing this agreement, User assumes full responsibility for all persons connected with the event. If damages exceed the security deposit, the City will bill the User based on the cost of repairs. The City will retain the User's credit card information on file in the event damages exceed the security deposit and/or the bill is not paid in a prompt manner.
2. Insurance. User is required to provide a Commercial General Liability insurance policy providing coverage against claims for bodily injury or death and property damage, in the amount of \$2,000,000.00. The insurance policy required by this agreement shall include the following language: "The City of The Dalles, its officers, agents, contractors and employees are named as additional insured.". The certificate of insurance must be provided with the application. Failure to provide a certificate of insurance will result in cancellation of the event. For certain private events such as family reunions and picnics, the City has the discretion to reduce the amount of insurance coverage or waive the requirement of providing liability insurance coverage.
3. Indemnification and Hold Harmless. User is responsible for and shall pay and discharge any and all claims of any nature whatsoever under this agreement. User shall indemnify, defend, and hold harmless the City and its officers, agents, contractors and employees for and against any and all loss, damage, injuries, action, causes of action, or liability of any kind resulting from or arising out of the event, operations, activities or undertakings of User or any of User's guests, employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than User during the period of this agreement, this paragraph shall not apply to claims arising out of that activity.
4. Force Majeure. The parties' of the agreement are subject to act of God, war, government regulation, threats or acts of terrorism or similar acts, disease, State Department or other official agency travel advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, which would make it inadvisable, illegal, or impossible for such party to perform their obligations under the agreement. Either party may cancel this agreement for any such reasons upon written notice to the other party.
5. Cancellation for Cause. User agrees that User, guests, vendors, caterers and others in attendance must follow reasonable directions of event host, security officers and City representatives at all times. If, after verbal warning, any persons fail to abide by such direction, City has the right to terminate the event immediately and eject all attendees. In such event, no refund of the use fee shall be issued.

6. Signature. Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.
  
7. Recreational Immunity. 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 the use of the land for recreational purposes (known as “recreational use immunity”). That immunity from liability does not apply if the City, as the owner of the Festival Park makes a charge for permission to use the Park. The fee charged by the City is only for the recreational use of the Park as outlined in the application submitted. Other uses of the Park are not subject to a charge and therefore, the City of The Dalles is not liable for injury, death, or property damage arising out of such uses of the park for which no specific charge has been made.

Signature of User: \_\_\_\_\_ Date: \_\_\_\_\_

City of The Dalles: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY of THE DALLES**

313 COURT STREET  
THE DALLES, OREGON 97058

(541) 296-5481

## CITY OF THE DALLES Lewis & Clark Festival Park Use Application

Organization Name (Organizer Name) \_\_\_\_\_

Describe Event \_\_\_\_\_  
\_\_\_\_\_

Date(s) of Event \_\_\_\_\_ Estimated Group Size \_\_\_\_\_

Initial Access Time \_\_\_\_\_ AM/PM

Final Exit Time \_\_\_\_\_ AM/PM

Event Start Time \_\_\_\_\_ AM/PM

Event End Time \_\_\_\_\_ AM/PM

Responsible Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Alternate Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Alcohol Served (Provide copy of OLCC Special License) \_\_\_\_\_ Yes \_\_\_\_\_ No

Electric/Water Services Needed \_\_\_\_\_ Yes \_\_\_\_\_ No

Use of Concession Booth \_\_\_\_\_ Yes \_\_\_\_\_ No

Open or Closed for Parking \_\_\_\_\_

**Submit with Application:**

Certificate of Insurance

Copy of Health Department Permits (if applicable)

Parking Plan

Completed Site Plan (Include secured areas, temporary fencing, vendor locations, entertainment locations, portable restroom facilities, trash locations, etc.)

I have read, understand and signed the Use Agreement document. I agree to indemnify and hold City of The Dalles harmless from any and all liability for injury to persons or property as a result of the use of the facility pursuant to terms of attached agreement. I will make restitution for any damage incurred during use. I am of legal age and have authority to sign this application and agreement on behalf of the organization, if any, intending to use the facility. I understand the City of The Dalles as a public entity is subject to Oregon Public Records Law and this application and agreement are public records and subject to disclosure upon request. Facility Use Fee and all deposit are due at time of application.

Signature of Responsible Person \_\_\_\_\_

Date \_\_\_\_\_