

Port of Cascade Locks FACILITY USE PERMIT & AGREEMENT

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INSTRUCTIONS

Read both the front and back of this agreement. Fill in all blanks. Make check payable to the Port of Cascade Locks. This agreement, for Port property only, is authorized only after all signatures are made and payment is received.

Return completed form and payment to:
Port of Cascade Locks
P.O. Box 307 | Cascade Locks, OR 97014
Phone: 541-374-8619

This agreement, for Port property only, is authorized only after all signatures are made and payment is received.	Phone: 541-374-8619 After hours emergency contact: 541-806-5959							
	Community Center							
	West Cook Shack East Cook Shack							
Marine Park (area): Field	Business Park (area):							
DATE & TIME REQUESTED (include time for setup	and cleanup)							
Date(s): 8/18 - 8/21 Day(s) of Week: Thur S	un. From: 2 Thur. p.m. to 3 Sun. p.m.							
Name of Event Pacific Crest Trail Days								
NUMBER ATTENDING 2500+ NU	MBER OF CARS Unknown / Fill Available Lots							
EVENT INTFORMATION - Please complete fully								
1. Food? ■ Yes ■ No Food Vendors? ■ Yes								
2. Alcohol? ▼Yes □ No If yes, Served? ▼Yes	es 🗆 No Sold? 👿 Yes 🗅 No (see alcohol requirements)							
3. Vendor Hook Up? ✓ Yes ☐ No	a.m. a.m.							
4. Music/Speaker? ✓ Yes ☐ No Amplified? ✓ Yes ☐	No Time: from 9 p.m. to 10 p.m.							
Where? ☐ Inside ☐ Outside	\$40/per sight \$20/weekend Compine							
5. Charging Admission/Registration? Ya Yes No If yes, how much? \$10/per night, \$20/weekend - Camping								
6. Fundraiser? Yes □ No								
7a. Permittee Requests Port Staff (fees apply): 7b. Permittee								
	ents/Canopies Place Dumpster(s) on site							
	flatable Play Structure(s) Deliver Chemical Toilets							
	vate Security Use Directional Signs/Markings							
TOTHER SPECIAL REQUESTS (Please Explain): Amend sound/noise restriction to end at	10 p.m.							
Set Up - Bathrooms & Available Trash C	ans. Clean Up - Wipe Down Tables/Chairs							
8. Do you desire to meet with a Port staff person prior to use? ✓ Yes	s □ No							
I hereby certify that I am an authorized representative of the organization best of my knowledge. I have read and agree to be bound by the regunderstand that violation of any of these agreements may result in foin immediate termination of event. I (and the organization I represent Cascade Locks and employees from and against any and all claims, or in connection with the event.	ulations, policies, and conditions on the back of this agreement. I rfeiture of deposit, jeopardize further use of the facility, and result agree to indemnify, defend, and hold harmless the Port of							
Permittee Name (please print) Outdoor Viewfinder	Organization Outdoor Viewfinder							
On Site Contact Name (please print) Jason Waicunas	Day Time/Cell Phone 503.705.6769							
Address 6125 NE Multnomah St. City Por	tland State OR Zip 97213							
Email address <u>pctdays@gmail.com</u>	Home/Message phone n/a							
Signatura	Date November 11 2015							

FOR OFFICE USE ONLY											
STAFF REVIEW	FEES	PAYMENT	REFUND								
Admin	Rental	☐ Cash ☐ Check	☐ Inspected								
Rec	Deposit	☐ Credit	Refund								
M&C	Total	☐ Cash ☐ Check									
Action	Booking	□ Credit									
CONDITIONS OF USE											
OLCC Permit Required	□ Yes □ No	Liquor Liability Required	□ Yes □ No								
Health Permit Required	□ Yes □ No	Noise Permit Required	□ Yes □ No								
Security Required	□ Yes □ No	Vendor Permit Required	□ Yes □ No								
CLFD Propane Permit Required □ Yes □ No											
☐ Dumpster ☐ Chemical Te	oilet	☐ Parking Directors ☐ Certific	cate of Insurance								

Port of Cascade Locks

EVENT & RESERVATION REGULATIONS AND POLICIES

HOURS—The hours of the permittee's reservation use shall be those stated on the event application. **The user must adhere to the hours stated on the application, including the time necessary for setup and cleanup.**

- 1. RESERVATION CHANGES, REFUNDS & FORFEITURE OF FEES
 - a. The Port reserves the right to cancel any scheduled facility due to unforeseen circumstances or emergency situations. If the reservation is canceled by the Port, the applicant may choose a full refund or request to be rescheduled.
 - b. Changes to an existing reservation made by the permittee will result in a rebooking fee of \$25 and are subject to availability.
 - c. If a permit cancellation is made 31 days or more in advance of the reservation date, all fees except 50% of the Booking Fee will be returned to the permittee.
 - d. If a permit cancellation is 30 days or less before the reservation date, the Booking Bee will be forfeited.
 - e. Cancellations of reservations and resulting refund requests must be made in writing to the Port.
- **2. LIABILITY**—Depending on the type, size, and nature of the activity, the Port may require the permittee to provide proof of insurance naming the Port as additionally insured in an amount specified by the Port.

All persons and groups to whom a "Use" permit has been granted must agree to hold harmless and indemnify the Port of Cascade Locks from any and all liability for injury to persons or property occurring as a result of this permit's activity. Permittee agrees to be liable to Port for any and all damage to any park, facility, building, equipment, and furniture owned or controlled by the Port, which results from the activity or permittee, or which is caused by any participant in said activity.

NOTICE—Oregon law (ORS 105.682 et seq.) provides that the owner of land is not liable in contract or tort for injury or death or property damages that arises out of the use of the land for recreational purposes. That immunity from liability may not apply if the owner of land charges a fee for permission to use the land. The fee charged for the use of the facility listed on this form is for the use of the facility only. Any use of property located outside of the facility is not subject to a charge, and therefore, the Port of Cascade Locks is not liable for any injury, death or property damage arising out of such use of property for which no specific charge has been made. The Port does not waive any immunity it has under the law.

- 3. ALCOHOL— Insurance is required anytime alcohol is present during a permitted event or rental.
 - a. Liquor Liability insurance naming the Port as additionally insured for a minimum of \$500,000 per occurrence is required for any event in which alcohol will be present. The Port will determine if additional coverage is required based on the size and nature of the event.
 - b. OLCC Permits are required whenever alcohol is sold or exchanged for something of value. Alcohol vendors must follow standard OLCC requirements when choosing to serve or sell alcohol and may need to have permit approved by Cascade Locks City Council.
- **4. SOUND EQUIPMENT/NOISE—** City of Cascade Locks' quiet hours are in effect at 9:00pm. If you are seeking an extension, contact City of Cascade Locks at (541) 374-8484.
- **5. VIOLATIONS, DENIAL & REVOCATION OF PERMITS—** The Port reserves the right to deny a permit at any time. Any organization that violates Port regulations or Oregon Law, damages Port property, disrupts local businesses, or causes a disturbance to the Cascade Locks community will have its permit revoked and must vacate Port premises immediately upon request by Port GM or designee.
- 6. CLEANUP/DAMAGE— Each permittee shall be responsible for the physical condition in which the facility is left. The expenses resulting from any damage or maintenance which is above the normal level of service shall be charged to the permittee. Failure of the permittee to meet this obligation within 30 days of billing will be cause for cancellation of future privileges, as well as legal action.