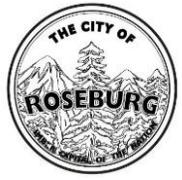


**CITY OF ROSEBURG
PARKS & RECREATION DEPARTMENT
PERMIT**



NOTE: AS A COURTESY TO OTHER PERMITTEES, PLEASE BE PREPARED TO LEAVE THE PAVILION AT YOUR SCHEDULED TIME. PLEASE HAVE PERMIT AVAILABLE ON-SITE AS PROOF OF RESERVED USE.

PART I – EVENT INFORMATION

ACTIVITY: _____
 EVENT DATE: _____ DAY: _____ TIME: _____
 EXPECTED ATTENDANCE: _____
 FACILITY/LOCATION DESIRED: _____
 IS EVENT OPEN TO PUBLIC? YES NO *If yes, proof of liability insurance is required*
 WILL YOU AMPLIFY SOUND? YES NO
 WILL YOU HAVE AN INFLATABLE STRUCTURE? YES NO *If yes, proof of liability insurance required*
 WILL ADMISSION FEES OR DONATIONS BE COLLECTED? YES NO
If yes, prior approval is required from Public Works Director
 UTILITIES REQUIRED? YES NO IF YES: WATER ELECTRICITY
 WILL YOU HAVE CONCESSIONAIRES? (A concessionaire is anyone distributing items for a fee or donation) YES NO
 NOTES TO MAINTENANCE CREW _____

PART II – PERMITTEE INFORMATION

Organization: _____
 Contact Person: _____
 Day Phone: _____ Evening Phone: _____
 Mailing Address/City/State/Zip: _____

PART III – PERMIT(S) ISSUED

PAVILIONS/GAZEBOS: (Please circle)

Stewart Park Pavilion (all =\$150/\$180) (half =\$75/\$90)	Stewart Park Small Pavilion (\$50/\$60)	Gaddis Park Pavilion (\$75/\$90)
Sunshine Park Pavilions (North = \$75/\$90) (South = \$75/\$90)	Other: _____	(\$25/\$30)

\$ _____ per day x _____ # of days = \$ _____

BANDSHELL: Entire Bandshell: Number of days _____ @ \$250/\$300 per day = \$ _____
 *Platform Only: Number of days _____ @ \$125/\$150 per day = \$ _____
 (*Rate available during the "off-season" when the cover is down)
Deposit: Refundable cleaning deposit \$ _____ \$50.00

SPECIAL EVENT: Number of days _____ @ \$125/\$150 per day = \$ _____
Deposit: Refundable cleaning deposit \$ _____ 25.00

LOUDSPEAKER: (Copy to Police Department) \$ 20.00 per day x _____ # of days = \$ _____

CONCESSIONAIRE: *Food Concessionaires must have all required County Health Department permits.*

Daily: \$20.00 per day x _____ # of days = \$ _____
Utilities: \$30.00 per day x _____ # of days = \$ _____

TOTAL AMOUNT DUE (with Refundable Deposit Included) \$ _____

***NO ALCOHOL ALLOWED IN ANY PARK UNLESS PRIOR APPROVAL FROM CITY MANAGER.*
 ALL CITY OF ROSEBURG PARKS ARE SMOKE AND TOBACCO FREE**

By signing this permit, I certify on behalf of myself and my group to comply with all the Roseburg Parks & Recreation Rules and Regulations and the Policy & Procedures governing this permit.

Permittee Signature _____ Date _____

Initials of City Staff issuing permit _____

ACCOUNT NO. C2 010-0000-321-1020 RECEIPT NO. _____ BY _____ TOTAL FEE PAID: \$ _____

POLICY, PROCEDURES, AND INFORMATION

1. Permits must be made in person, on the official form made available through the Parks & Recreation Department, City Hall, 900 SE Douglas Ave., Roseburg, Oregon 97470. Permits must be completed within ten working days of a *tentative phone booking and at least two working days prior to reserved date*.
2. PERMITTEE(s) must be an adult eighteen (18) years of age that will be present at the activity. If the activity is for youth, youth must be supervised.
3. PERMITTEE must not deviate from the usage area, purpose of usage or type of activity indicated on the permit. Any deviation may result in immediate shutdown of the activity and may forfeit approval of any future applications.
4. Notice to revise or cancel the activity is required a minimum of **seventy-two (72) hours (three (3) days)** in advance, to the Parks & Recreation Division, City Hall, 900 SE Douglas Ave., Roseburg, Oregon, 97470. Permit fees will not be refunded with less than 72 hours notice of cancellation.
5. PERMITTEE agrees to leave any facility, both identified in the Permit and those in the common park areas near, adjacent to, or provided for use in conjunction with the identified activity (ies), inclusive of their utilities, fixtures, and landscaping shall be returned in their original condition at the expiration of this Permit. If not, City will clean, repair, or replace at a current and reasonable cost, such costs will be charged to the PERMITTEE whether the unclean or damaged condition is an intentional result or otherwise, and as a result, PERMITTEE may forfeit approval of any future permits. No alterations of any kind will be allowed to the facility (ies) without the prior written consent of the City.
6. **PERMITTEE acknowledges that per Roseburg Municipal Code 10.04.040A, no person shall consume alcoholic beverages or possess an open alcoholic beverage container in or on a public way, public property or private property open to the general public, unless such premises or location is licensed by the Oregon Liquor Control Commission (OLCC) and approved by the City of Roseburg.**
7. General Liability Insurance (If event is open to the public). PERMITTEE shall maintain a broad form general liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, with aggregate of \$1 million, for bodily injury, personal injury, or property damage with an insurance carrier (preferably an admitted carrier) licensed to do business in the State of Oregon. Such policy shall contain a contractual liability endorsement to cover indemnification obligations under this agreement and shall entitle the City to not less than thirty (30) days written notice of any material change, non-renewal, or cancellation.

The policy shall also contain an endorsement naming CITY as an additional insured, in a form satisfactory to CITY, and expressly provide that the interest of CITY shall not be affected by PERMITTEE's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this permit. Failure to do so shall be cause for immediate termination of this permit by the CITY. Claims Made policies will not be accepted. Evidence of this coverage may be requested by the City, however, not requesting the proof does not eliminate the requirement that the coverage be in force.
8. Assignment. Under the terms of this Permit, PERMITTEE shall not assign, transfer, delegate, or otherwise refer PERMITTEE's responsibilities to a third person without the prior written consent of CITY.
9. Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Permit, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.
10. Warranties/Guarantees. PERMITTEE acknowledges that it has inspected the facility (ies) and has found them to be completely acceptable and safe for the intended use. City makes no warranty, promise, or guarantee of any nature whatsoever concerning the physical condition of the facility or premises, and it is agreed that the CITY will not be responsible for any loss, damage, or costs which may be incurred by the PERMITTEE by reason of any such physical condition.
11. Compliance with Law and Standard Contract Provisions. PERMITTEE shall comply with all federal, state, and local laws, including Roseburg Municipal Code Regulations, zoning ordinances, and with all Standard City Contract Provisions.
12. City's Right to Termination/Revocation. Notwithstanding any other provision of this Permit to the contrary, CITY may terminate this Permit, and/or permits issued subsequent hereto, at any time or for any reason of for PERMITTEE's default. Upon notice of termination, the PERMITTEE shall immediately leave the property/facility or discontinue the activity allowed by this permit. PERMITTEE's obligations and liability to the CITY shall survive termination. Unless waived by the CITY, PERMITTEE shall restore the premises to its condition at the commencement hereof, ordinary wear and tear excepted.
13. Disclaimer. PERMITTEE agrees that this Permit does not constitute any type of City sponsorship, support, or approval of PERMITTEE's business, activity, or other purpose relating to such use, and that no video or photographic record of this event will be used for Commercial or revenue producing purposes, except for the services that may have been purchased by PERMITTEE.
14. Indemnification. PERMITTEE is an independent entity and shall indemnify, hold harmless and defend the CITY, its officials, agents, and employees from and against any and all claims, damages, losses and expenses, including attorney fees, based upon or arising out of damages or injuries to persons, property or otherwise, caused by the fault or negligence in whole or in part of PERMITTEE, its agents, contractors, or employees in the use or occupancy of the facility or premises.

SPECIAL POLICIES, PROCEDURES, AND INFORMATION

Concessionaire's Permit

1. The permit applies to one (1) concessionaire only. If multiple concessionaires are involved with the same event, each concessionaire must obtain his/her own permit

Loudspeaker Permit

1. Permit will be valid only between 9:00am – 9:30pm daily. The maximum sound level for amplified sound is 95 decibels.
2. Any misuse or abuse of this permit will result in its immediate revocation.
3. This permit is only a supplement. Permittee shall comply with all federal, state, and local laws, including Roseburg Municipal Code Regulations, policies, procedures, Parks Rules and Regulations, and zoning ordinances.

Bandshell Permit

1. Permittee must provide own sound and lighting systems.
2. Hanging banners on the bandshell is prohibited.

Inflatable Structure

1. June 1st - August 31st inflatable structure is allowed on lawn for **maximum of 2 hours**
2. September 1st – May 31st inflatable structure is allowed on lawn for a **maximum of 4 hours**