

**CITY OF ROSEBURG
CITY PROPERTY/FACILITIES USE PERMIT APPLICATION**

INFORMATION FROM INDIVIDUAL OR GROUP REQUESTING AGREEMENT:

Name: _____

Address: _____

Contact Person: _____ **Phone:** _____

Type of Agreement Requested:
City Property Use _____ City Facility Use _____ Other _____

Please explain the purpose for which you have filed this application (include a description of the location or premises involved with this application):

Requested Term of Permit: Effective beginning
and ending effective _____ [Date(s) & Hours]

Applicant's Signature

Date:

NOTE: All applications must be submitted to the City Recorder a minimum of two weeks in advance of the requested effective date of the requested permit/agreement. All applications must be accompanied by a non-refundable application processing fee of \$25.00 and a damage deposit of \$100.00.

Received by the City Recorder's Office on _____ \$25.00 application processing fee received, check# _____, \$100.00 damage deposit received check# _____ receipt # _____.

Sheila R. Cox, City Recorder

**CITY OF ROSEBURG
CITY PROPERTY/FACILITIES USE
PERMIT AGREEMENT**

This agreement is made and entered into this _____ day of _____, 2____, by and between the City of Roseburg, an Oregon municipal corporation, hereinafter called "City" and _____, hereinafter called "Permittee".

1. Use of Property/Facilities. The City of Roseburg hereby grants to Permittee the right to enter upon and use the below described property and/or facility for the following _____ identified _____ business, _____ activity _____ or _____ purpose:

Permittee agrees to use the above identified property and/or facility solely for the business, activity or purpose identified herein.

2. Term. The term of this agreement shall be for _____, beginning _____, 2____ and ending _____, 2____.

3. Fees. The Permittee shall pay to the City a fee of \$_____ per _____, payable on the _____ day of _____, 2____. A clean-up/damage deposit of \$100.00 will be required upon execution of this agreement. Said deposit shall be refunded to Permittee within 10 days of the expiration of this agreement provided that the property/facility being used is cleaned and returned to its original condition. Any person or group causing damage will be required to pay for the same based on the current cost of repair or replacement. Payments shall be made to the City of Roseburg Finance Department, 900 SE Douglas, Roseburg, Oregon 97470. Failure to submit payment when due will be considered cause for termination of this agreement and revocation of any and all permits issued subsequent hereto. No refund of fees or payments required by this agreement shall be made if an event, activity or permit is terminated or canceled due to violation of this agreement.

4. City's Right to Termination/Revocation. Notwithstanding any provision contained herein, the City or its authorized representative may terminate or revoke this agreement, and/or permit issued subsequent hereto, at any time or for any reason or for Permittee's default. Upon notice of termination, the Permittee shall immediately leave the property/facility or discontinue the activity allowed by this agreement. Permittee's obligations and liability to the City shall survive termination. Unless waived by the City, the Permittee shall restore the premises to its condition at the commencement hereof, ordinary wear and tear accepted.

5. Indemnity. Permittee is an independent contractor and agrees to fully indemnify, save harmless and defend the City, its officials, officers and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to persons or property, caused by the fault or negligence in whole or in part of the Permittee, its agents, contractors, or employees in the use or occupancy of the facility or premises.

6. No Benefit to Third Parties. The City and Permittee are the only parties to this agreement and any permit issued subsequent hereto and as such are the only parties entitled to enforce its terms. Nothing in this agreement or subsequent permit gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

7. Insurance Requirements. Throughout the term of this agreement, Permittee shall maintain a commercial general liability insurance policy with coverage of not less than \$500,000 combined single limit per occurrence, for bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover Permittee's indemnification obligations under this agreement. The policy shall also contain an endorsement naming City as an additional insured, on 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 agreement, failure to do so shall be cause for immediate termination of this agreement by City. Claims Made policies will not be accepted.

8. Assignment. Permittee shall not in any manner, directly or indirectly, by operation of law or otherwise, sublease, assign, transfer or encumber any rights granted to Permittee under this agreement or any permit issued as a result of this agreement. Any attempted assignment or transfer shall be void.

9. Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees, or in the event of appeal as allowed by the appellate court.

10. Warranties/Guarantees. The Permittee acknowledges that it has inspected the facility and/or premises and has found them to be completely acceptable and safe for Permittee's 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 City will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such physical condition.

11. Compliance with Law. Permittee shall comply with all applicable state, federal and local laws, including but not limited to, FAA regulations, City of Roseburg zoning

ordinances and laws, rules, regulations, and policies concerning equal opportunity, nondiscrimination, Workers Compensation, and minimum and prevailing wage requirements.

12. Standard Contract Provisions. Permittee shall comply with Standard City Contract Provisions as outlined in the attached Exhibit "A".

13. Notices. All notices required under this agreement shall be sent to the addresses set forth below:

City	Permittee
City of Roseburg ATTN: City Manager 900 SE Douglas Avenue Roseburg, OR 97470	

14. Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this agreement. Any amendments to this agreement shall be in writing and executed by both parties.

CITY OF ROSEBURG

PERMITTEE

P. Eric Swanson
City Manager
Date: _____

Date: _____

Attest:

Sheila R. Cox, City Recorder