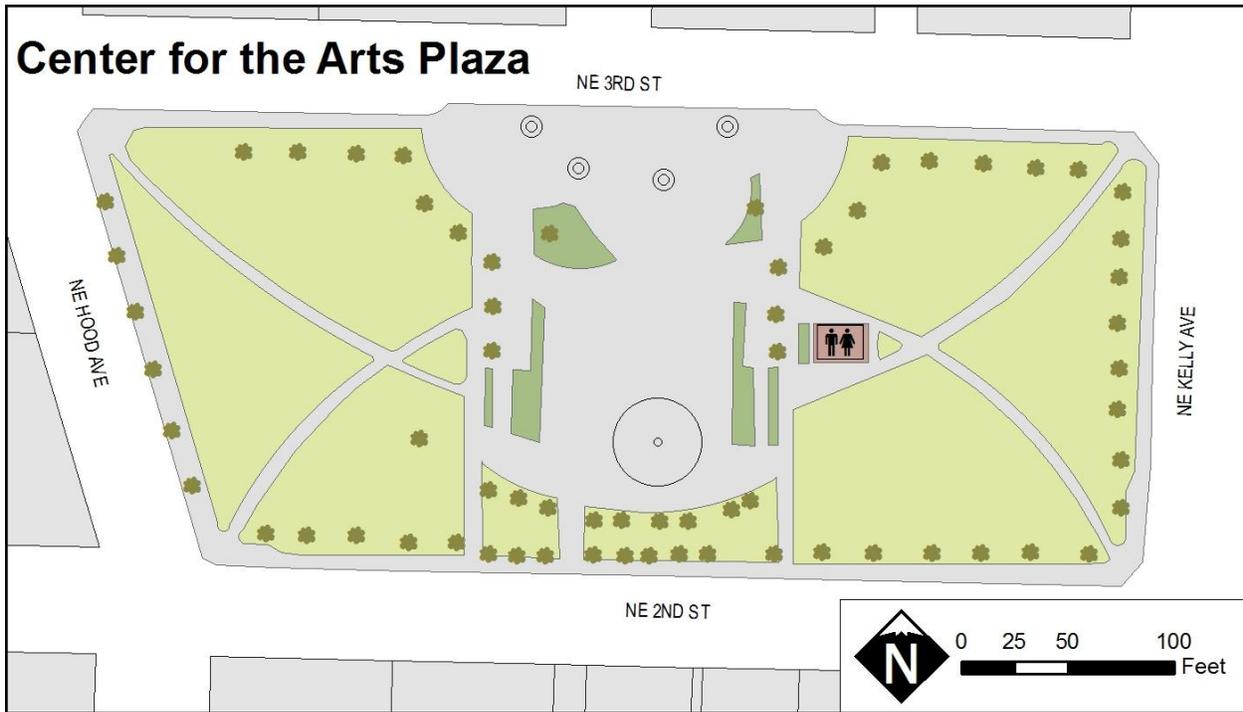




Site Map:



Estimated Attendance: \_\_\_\_\_

Timing Details: Load-in Begins: \_\_\_\_\_

Event Begins: \_\_\_\_\_

Event Concludes: \_\_\_\_\_

Load-out Begins: \_\_\_\_\_

Load-out Complete/Off Site: \_\_\_\_\_

Is this event open to the public free of charge?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Will you require street closures?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is any portion of this event closed to the public?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Will you have amplified sound?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is this a fund-raiser?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Will you require tenting or staging?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will sales occur during your event? If yes, check type(s):  <input type="checkbox"/> Food <input type="checkbox"/> Beverage <input type="checkbox"/> Alcohol (beer/wine) <input type="checkbox"/> Other	<input type="checkbox"/> YES <input type="checkbox"/> NO	Will you require access to water?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Is there an Admission/Entry fee? If yes, list fee amount: _____	<input type="checkbox"/> YES <input type="checkbox"/> NO	Will you require access to electricity?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will complimentary food or alcohol be served during the event? If yes,  <input type="checkbox"/> Food <input type="checkbox"/> Alcohol (beer/wine)	<input type="checkbox"/> YES <input type="checkbox"/> NO	Are sponsors involved? If yes, please list:	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will you have security needs for your event?	<input type="checkbox"/> YES <input type="checkbox"/> NO	Will there be sponsor visibility/signage?	<input type="checkbox"/> YES <input type="checkbox"/> NO

## **RENTAL FEES\* AND REFUND POLICY**

Reservations may be made up to one year in advance, but no less than 60 days prior to use, unless agreed upon by the City.

1. A non-refundable application/cleaning fee of \$150 must be submitted upon approval of Rental. This cleaning fee will cover all regular or typical cleaning associated with your event. Should special cleaning be required prior or following your event, additional fees may apply.
2. A refundable \$500 deposit must be submitted with your application to hold the event dates. The refundable deposit will be used to offset any damage done to the Plaza and its facilities. If there is damage to the Plaza the City reserves the right to retain the refundable deposit until an inspection and damage estimate can be made. If no damage occurs, the deposit will be returned within 10 business days following the event.
3. For private events or weddings, a rental fee of \$250 for a half day (7:00 a.m. – 2:00 p.m. or 3:00 – 10:00) and \$450 for a full day (7:00 – 10:00 p.m.) will be applied. For qualified non-profits, rental fees will be waived.
4. All fees associated with a reservation must be paid fully 30 days prior to the event.
5. Applications for use should be submitted no less than 60 days prior to use.
6. Cancellations received 60 days or more prior to the event date will receive a refund of all fees, minus the application fee.
7. Cancellations received less than 60 days prior to the event will receive a refund of all fees, minus the application fee and 20% of the refundable deposit.
8. Changes made to the reservation less than 30 days prior to the event will require an additional processing fee.
9. The City reserves the right not to accommodate changes to reservations with less than seven days advance notice and major changes with less than 30 days advance notice.
10. If any fees or charges are unpaid, the Client forfeits the ability to rent the Arts Plaza for future use.
11. If an applicant's check is returned from the bank for any reason, the applicant will be charged a check return fee along with the amount of the check. The applicant will be required to pay fees with either a certified check or a credit card.
12. We do not honor cancellations due to inclement weather.

***Denial or Cancellation of Application:***

The Arts Plaza Manager may deny or cancel an application for the following reasons:

- Failure to comply with application requirements.
- Prior use by the applicant resulting in valid complaints for excessive noise, violation of Arts Plaza rules or other laws, damage to Arts Plaza facilities or inadequate clean up.
- Failure to pay previous damage or clean up charges assessed.

***Statement of User Responsibility - City of Gresham Parks Area/Facility***

**The Arts Plaza is considered a park in the City's parks system. In consideration for the use of a City owned park area or facility, all users agree to the following:**

1. The applicant assumes entire responsibility and liability for the losses, damages and claims arising out of injury or damage to the user's display, equipment and other property brought onto the premise of the City facility reserved and shall indemnify and hold harmless the City from any and all such losses, damages and claims arising out of such use.
2. The applicant shall be responsible for the conduct of the participants attending the activity or event, with regard to the control and containment of litter, and for the damage to the premises beyond ordinary wear and tear.
3. The applicant shall conduct all activities on the premise in accordance with any applicable federal, state, or local laws, ordinances and rules, including park regulations, and shall comply with requirements stated in the "Event Rental" packet.
4. If approval is granted to the applicant to bring in items for use in conjunction with the event, the vendors being used will be required to submit a Certificate of Liability Insurance in the amount of at least \$1,000,000, naming the City of Gresham as an additional insured, no later than 60 days prior to the event.
5. If the applicant desires to provide alcohol at their event, it shall only be served by a person with a vendor permit (see attached) issued by the City of Gresham. The applicant and vendor shall obtain any required OLCC permit(s) and provide the City a copy of all such permits. The applicant and vendor shall comply with all requirements of such permit(s). In addition, to the insurance requirements and subject to the same terms and conditions, applicant or vendor shall purchase and maintain at its own expense liquor liability insurance covering the applicant, vendor their employees, agents, members, and invitees. The Arts Plaza Manager, Parks and the applicant shall mutually agree and designate the area in which alcohol may be provided and consumed. The applicant shall not allow consumption of alcohol outside of the designated area. No minors shall be permitted in the designated area. The applicant shall provide security as required by the City. Alcohol is limited to beer and wine only.

6. Permission to serve alcohol is only granted if the service is done by caterer or licensed pourer, if Applicant event application is approved, and if Host Liquor Liability Insurance of \$1,000,000 is obtained. If alcohol will be sold, or included as part of an admissions price, an approved OLCC Permit. To obtain an OLCC permit, contact the OLCC directly at 503-872-5000 or [http://oregon.gov/OLCC/license\\_information.shtml](http://oregon.gov/OLCC/license_information.shtml). OLCC will determine the appropriate type of license necessary. An OLCC permit and a Host Liquor Liability Insurance must be obtained before permission is granted. Alcohol is limited to beer and wine only, and serving must be restricted to pre-designated, monitored areas, and is subject to any and all OLCC rules & regulations.
  - a. For weddings applicants do not need a license/permit if the applicant will be serving alcohol but will not be accepting payments or donations for the alcohol. However, applicants will need license/permit if guests will pay or donate money for their drinks.
  - b. Liquor permits are licensed through the local Oregon Liquor Control Commission field office. As previously stated, the City requires additional Liquor Liability Insurance. Contact your insurance agent for help or utilize the Tenant User Liability Insurance Program (TULIP) for events held at a municipal facility. Contact the City of Gresham's Risk Manager at 503-618-2436 for information about TULIP or other insurance questions.
7. Any applicant sponsoring or using a City owned facility assumes all liability for accidents that occur during the scheduled reservation time of the facility.
8. No unauthorized vehicles are allowed on the Arts Plaza and no vehicles are allowed on the lawn panels. All vehicles used for load in and load out must be approved by the Arts Plaza Manager prior to being driven onto the Arts Plaza.
9. It is unlawful for any person to use fireworks, firecrackers, or explosives of any kind in any park, except by written permission from the Arts Plaza Manager and as approved by the Fire Department.
10. The park rules require that you promptly remove any animal waste deposited on public property.
11. If approval is granted for the applicant to bring in any items for use in conjunction with the reservation, the reserving party must submit a letter releasing the City of liability and must also post a sign at the device during the event that the device is not owned by the City and the City is not responsible.
12. No person may move any City owned equipment and/or supplies without written permission.
13. Portable barbecues may be used in conjunction with a picnic reservation, coal and grease must be safely removed from the park by users and may not be dumped in trash receptacles. A protective surface is required under barbeques.

## **General Rental Information, Rules, Regulations and Guidelines**

Reservations are received on a first come, first serve basis. Reservations are not final until all paperwork and payments have been received.

The Arts Plaza is ADA (American's with Disabilities Act) compliant.

Available daily, year-round from 6:00 a.m. to 11:00 p.m., including set up and clean-up time (the event may not start prior to 7:00 a.m. and must conclude by 10:00 p.m.).

Alcohol (beer and wine only) may be served on site with applicable permits, fees and approvals. Please see specific sections above regarding these requirements.

The Arts Plaza can accommodate 2,100 people with an additional 500 people being accommodated on each lawn panel, for a total of 3,100 people capacity. Capacity numbers vary based on event set up. The total square footage of the Arts Plaza is 86,400. The paved (paver) area is 29,230 square feet of the total.

Reservations are made for entire Arts Plaza, not a specific portion of the property. However, public use of the space is allowed during special events unless they are ticketed and fenced off per the requirements in this agreement.

The City of Gresham is not responsible for health related issues related to any food consumed at Arts Plaza events.

Vendors conducting business in excess of 72 hours within a calendar year in the year are required to obtain a City of Gresham Business License.

***Animals:***

Please submit a list of types, quantities and activities involved. Approval is contingent upon at least the following:

- Animals are treated humanely and cared for appropriately (including plenty of water)
- Animals are not left unattended, whenever the event is in progress and the public is present.
- Animals (preferably) will be contained to one area covered with a thin layer of straw and cleaned or refreshed at least once a day. This is primarily to protect the turf and to minimize odors for spectators, neighbors, and the next event. If the animals are spread throughout the site, then the above stated conditions will be required at each location. All material (straw and manure) to be hauled off and properly disposed of off-site by applicant.

***Food:***

Caterers and Food Vendors are required to comply with all state and county health regulations. Portable barbecues may be used; however coal and grease must safely be removed and may not be dumped in trash receptacles. A protective surface is required under all barbecues. If food will be prepared on site, the applicant must place a protective covering over the Arts Plaza surface below. Any event preparing food must have appropriate grey water disposal containers onsite for use by the vendors.

***Décor:***

- Use of scotch tape or masking tape is permitted on walls.
- Absolutely no bird seed, metallic confetti or rice is allowed. This is harmful to our environment and creates a large maintenance burden.
- Candles are limited to those in glass bowls, where the flame is no higher than the glass.
- No staples.
- No duct tape.

***Signage:***

- The City will help identify the appropriate location of signage for event.
- Signage will not be allowed to be installed upon any permanent surface in the Arts Plaza. This includes Arts Plaza surface, handrails, side walls and stairs.
- Signage will not be allowed to be installed between and/or hung on any landscape elements.
- Sponsorship signage must be installed on event property and in compliance with the City of Gresham Sign Code & Banner policy.

***Seating and Use of Tents:***

- Seating and tents are the responsibility of the applicant.
- If seating is requested for any location on the lawn, only lawn or sand-style seating is allowed.
- Tents used on the lawn can be tethered down by weights, water barrels, or stakes. Damage to the lawn or irrigation system is the responsibility of the applicant.
- Tents used on the Arts Plaza must be tethered down by water barrels.
- Tents must have Flame Resistant Certification label and be by the Gresham Fire Marshal.

***Music/Amplified Sound:***

- Music and amplified sounds are allowed within the park from 7:00 am to 10:00 pm.
- Events are not permitted to exceed 90 decibels at the sound board.
- All wiring crossing pedestrian pathways must be protected to avoid a trip hazard.

***Use of Plaza Electricity:***

- The Arts Plaza has adequate power to supply most events, use of Arts Plaza power must be pre-approved by the City and coordinated with approved outside electricians.
- All wiring for events is the responsibility of the applicant.
- Proper permits must be acquired by applicant, if required.
- All wiring crossing pedestrian pathways must be protected to avoid a trip hazard.

***Use of Plaza Water:***

- The Arts Plaza has accommodations to provide fresh water for events, if approved by the City.
- Any event requiring water for preparation of food must supply the proper connections and hoses (food quality) adequate for the event.
- No water is permitted to be taken from the irrigation system.
- Any event preparing food must have appropriate grey water disposal containers onsite for use by the vendors.
- No grey water will be allowed to be dumped on the site with the exception of water in the form of ice, ice sculptures or water used to weight barrels to secure tents to the Plaza.

***Restrooms:***

- The Arts Plaza has four single use, ADA, restrooms.
- If event will have more than 800 people in attendance, applicant may be required to provide additional restroom facilities at the rate of 1 portable toilet per 200 additional people (ex: if you anticipate 1,600 people in attendance you will need an additional 4 portable toilets). This will be determined by the City.

***Ticketed Events or Events Closed to the Public:***

- When closing the Arts Plaza to the public for an event that requires a gate/admission fee, temporary fencing is required around the perimeter of property or section of property being used for ticketed event.
- The applicant will be required to meet on site with the City's Park Operations Superintendent to discuss fencing plan, entrances and setbacks from the street.
- The applicant will be required to install fencing material in accordance with City of Gresham Standards.
- The applicant must provide adequate exiting in fenced areas. Exit location(s) must be included in the Fire Prevention Permit Application and approved by the Gresham Fire Marshal.

***Trash, Recycling and Site Clean Up:***

- Applicant is responsible for removal of all décor and any items brought to the Arts Plaza for execution of event.
- If site is left in good condition and no damage has occurred, deposit will be refunded within 10 business days after event date.
- Events are required to provide recycling containers for cans and plastic bottles. Free uses of recycling containers are available through the Gresham Downtown Development Association (GDDA). Reservations for containers can be made by calling GDDA at 503-665-3827.
- The City may require applicant to provide additional trash receptacles at applicant's expense. Trash shall be deposited in appropriate receptacles. If there is more trash than receptacles will allow, the applicant is responsible for removal of extra trash from grounds.
- Any additional cost for clean up or damage above and beyond the deposit amount shall be paid by applicant.

**Other Potential Event Permits:**

**Fire Regulations:**

For special events, carnivals, fairs, general assemblies and for the temporary use of tent structures, a Fire Prevention Permit is required. Contact Gresham Fire & Emergency Services for event guidelines and Fire Prevention Permit Application requirements. An Inspector will visit the site the day of the event. Visit [GreshamOregon.gov/fire](http://GreshamOregon.gov/fire) or call 503-618-2355.

**Street Closures:**

A Street Closure Permit is required if street closure(s) desired or necessary. Contact Cherie Ludwig at 503-618-2518 or [Cherie.Ludwig@GreshamOregon.gov](mailto:Cherie.Ludwig@GreshamOregon.gov) to initiate the process of review and consideration.

**Vending/Selling/Concessions:**

A separate permit is required through the City of Gresham (see attached)

Any questions regarding this rental agreement, contact Tam Driscoll, Arts Plaza Manager, at 503-618-2623 or [Tam.Driscoll@GreshamOregon.gov](mailto:Tam.Driscoll@GreshamOregon.gov).

**AUTHORIZATION**

\_\_\_\_\_  
Event planner/Authorized Representative Signature

\_\_\_\_\_  
On-Site Designated Person(s) in Charge

\_\_\_\_\_  
Phone Number/Cell

\_\_\_\_\_  
On-Site Designated Person(s) in Charge

\_\_\_\_\_  
Phone Number/Cell

Falsification and/or misrepresentation in completing this application may result in rate adjustment or revocation of Event Use Permit.

I UNDERSTAND THAT CHANGES TO THE ABOVE DETAILED PROGRAM CONTENT REQUIRE IMMEDIATE WRITTEN NOTIFICATION OF CITY STAFF. I HAVE READ AND UNDERSTAND CITY OF GRESHAM ARTS PLAZA POLICIES AND PROCEDURES.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Approval, denial or inclusion of restrictions and/or special conditions of Event Use Permit is at the sole discretion of City of Gresham Management.

YOU WILL BE NOTIFIED OF YOUR APPLICATION STATUS WITHIN 10 BUSINESS DAYS FROM RECEIPT OF APPLICATION.

**PERMIT ADDENDUM**

The City of Gresham has determined that this Permit require additional protection for the City and the public.

- 1. Applicant shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Applicant or its officers, employees, subcontractors, agents, or invitees under this Permit.
- 2. Applicant shall maintain in force as its own expense all insurance noted below:

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations.

**Notice of cancellation or change.** Should the above policy be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. This notice provision shall be by endorsement physically attached to the certificate of insurance.

**Additional Insured.** For general liability insurance the City, and its agents, officers, and employees will be Additional Insured, but only with respect to Applicant’s activities pursuant to this Permit. This coverage shall be by endorsement physically attached to the certificate of insurance.

**Certificate of Insurance.** Contractor shall furnish insurance certificates acceptable to the City prior to issuance of the Permit. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of the insurance policies shall be provided by the City. Applicant shall be responsible for all deductibles, self-insured retention’s, and/or self-insurance.

- 3. Applicants desire to provide alcohol at its event. Alcohol shall only be served by a person with a vendor license used by the City of Gresham. The Applicant and vendor shall obtain any required OLCC permit(s) and provide the City of Gresham a copy of all such permits. Applicant and vendor shall comply with all requirements of such permit(s). In addition to the insurance requirements above and subject to the same terms and conditions, Applicant or vendor shall purchase and maintain at its own expense liquor liability insurance covering the Applicant, vendor, their employees, agents, members and invitees at the same limits listed above. The City and Applicant shall mutually agree and designate the area in which alcohol may be provided and consumed. The Applicant shall not allow consumption of alcohol outside of the designated area. No minors shall be permitted within the designated area. The Applicant shall provide security as required by the City.

APPLICANT \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Name of Signor: \_\_\_\_\_

Title of Signor: \_\_\_\_\_

## Vendor Application and Permit

Name: \_\_\_\_\_ Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_ Zip: \_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Gresham Business License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

*Note: A copy of the license must be included with application.*

Federal Tax I.D. or SS#: \_\_\_\_\_ 501 C - 3 Tax #: \_\_\_\_\_

Type of Vending: \_\_\_\_\_

*Note: A complete list of items and prices must be included with packet.*

Proposed Location(s): \_\_\_\_\_

Type of structure to be used: \_\_\_\_\_

*Note: A location map and drawing of vending area must be included with application.*

Days and hours of proposed operation: \_\_\_\_\_

Period of Vending from: \_\_\_\_\_ to \_\_\_\_\_  
M/D/Y M/D/Y

Manager Name: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

Describe signs for operation: \_\_\_\_\_

*(Include size, mounting, color etc.)*

Electrical Requirements: \_\_\_\_\_ Describe parking & storage needs: \_\_\_\_\_

Anticipated daily sales estimate: \$ \_\_\_\_\_ 10% of revenue: \_\_\_\_\_ flat rate:

*(mark preference of vending payment)*

\*\*\*\*\*

**City use only:** Date Received: \_\_\_\_\_ Date Approved/Disapproved: \_\_\_\_\_

Vending Verification Document Attached: Y / N License Copy Attached: Y / N

Date Completed Application Received: \_\_\_\_\_ Received by: \_\_\_\_\_

## Vending Insurance Verification Document

Vendor Activity: \_\_\_\_\_ Location: \_\_\_\_\_

Name of Insurer: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Insured: \_\_\_\_\_ Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Policy #: \_\_\_\_\_ Policy Period: \_\_\_\_\_ Effective Date: \_\_\_\_\_

*Note: Issue date of certificate must not be more than 20 days older than permit submission.*

<b>City of Gresham Insurance Requirements</b>
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- Vendors are required to provide Commercial General Liability Insurance.
- The name on the insurance policy must be the same as the vendor seeking a permit.
- Policy must be current (not past expiration) and show that information on the certificate.
- Vendors are required to name the City of Gresham as *Additional Insured*. As the additional insured, the City is protected from claims and legal actions related to this permit and the vendor activity.
- Insurance policy must be written on a "per occurrence" basis.
- Policy must include a Notice of Cancellation clause to be delivered in accordance with policy provisions.
- Companies affording coverage must be licensed to do business in Oregon.
- All policies and certificates are subject to approval by the City Attorney's Office.
- City must be listed as Certificate Holder.
- Required Limits of Insurance are to be no less than; \$1,000,000 per Occurrence/\$2 million Aggregate.

I, \_\_\_\_\_, agree to indemnify and hold harmless the City of Gresham, its agents, employees, and all other persons against loss or expense, including attorney's fees, by the reason of bodily injury, property damage, or personal injury arising out of the negligent or intentional conduct of myself, my employees, or my organization in providing vending services to the public at the City's facilities, parks and/or trails and/or open spaces.

I, \_\_\_\_\_ have read the Hold Harmless Agreement and agree to provide the required insurance and certificate requirements as requested by the City of Gresham, Parks and Recreation Division or its agents.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_