



Port of Brookings Harbor

This Institution is an Equal Opportunity Provider

Port of Brookings Harbor Event Permit and Use Agreement

This Event Permit and Use Agreement (“Agreement”) is made this ___ day of _____, 20____, by and between the Port of Brookings Harbor, an Oregon special district (“POBH”) and:

Organization: _____

Address: _____

Responsible Person: _____

Phone: _____ Email: _____

hereinafter referred to as “Permittee,” for a non-assignable permit to use and occupy that portion of the Port of Brookings Harbor property described herein below:

Activity: _____ Location: _____

Usage _____ Usage _____
Date(s): _____ to _____ Times: _____ am/pm to _____ am/pm

Insurance Company: _____ Policy No.: _____

I. PERMIT TO USE

- A. Event Permit.** On the terms and conditions set forth below, the POBH Board of Commissioners grants to Permittee, its employees, agents, contractors, and invitees a permit to use and occupy the following facilities (“Event Permit”) at POBH described as (check box for one or more facilities):

Port of Brookings Harbor Permit Fees

√	Area	Rate Per Day	# of Days	Total
	Boardwalk	\$735.00/Day		\$
	Saturday Market	\$15.00/Vendor		\$
	Parking Lot	\$0.01/ per Sq Ft per day		\$
	Other:			\$
	TOTAL PERMIT FEE			\$

Use of POBH facilities or grounds for events outside of any of the above-listed facilities is not permitted. Unless otherwise specifically stated herein, Permittee’s permit to use the POBH facilities is non-exclusive. The POBH facilities to be used by Permittee are hereinafter referred to as the “Premises.”

B. Payment of Use Fees. Permittee agrees to pay the POBH for use of the Premises in amounts as follows:

1. **Deposit.** A non-refundable deposit in the amount of 50% of total permit fee, must be delivered to the POBH office by _____, along with two signed copies of this Agreement. A fully executed copy of this Agreement will be returned to Permittee.
2. **Balance.** The remaining balance of the permit fee, required general liability insurance policy certificates (including alcohol insurance, if applicable), documentation of Fire Marshal approval, fire safety sign-off sheet, equipment list and setup information, and marketing information must be delivered to the POBH office at least 60 days prior to the event date.

C. Cancellations. Permittee may not cancel or otherwise terminate this Agreement without the express written consent of the Manager of the POBH. If cancellation is made at least 60 days prior to the scheduled event, the deposit stated in this Agreement will be refunded. No refunds will be given if cancellation is made in the 60 days prior to the event. POBH may cancel this Agreement upon 30 days’ written notice to Permittee. In the event POBH cancels the Agreement, a full refund will be given to Permittee.

D. Event Hours. Event hours, including setup and tear down are limited to between 8:00 a.m. and 10:00 p.m. each day. Additional hours outside of these pre-approved hours requires the pre-approval of the Manager of the POBH. Even if additional hours are authorized, music and amplified sound is prohibited after 10:00 p.m. in any outdoor area.

E. Expiration. Unless, otherwise approved by the Manager of the POBH, the Event Permit expires at 10:00 p.m. on the last day of the permit.

II. USE OF THE PREMISES

A. Permitted Use. Permittee is granted the Event Permit for the following event:

_____,
hereinafter referred to as the “Event.” The Event will include the following specific activities (“Activities”):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

The Premises may only be used for the Event and Activities, and for setup, cleanup, and other actions incidental thereto, and for no other purpose.

- B. Water Activities.** Water-based activities in the harbor basins require Coast Guard, Oregon State Marine Board, County Sheriff and Harbor Fire Department notifications and/or permits. Permittee must submit proof of notifications and/or copy of permits to the POBH office at least 30 days prior to the first day of the Event.
- C. Fireworks.** Fireworks on Port property require all regulatory permitting and notifications from state and federal agencies. Permittee must submit proof of notifications and/or copy of permits to the POBH office at least 30 days prior to the first day of the Event.
- D. Access to Facilities.** Access to POBH facilities will be made available through the POBH staff. Keys will be furnished only in extraordinary circumstances.
- E. Alcohol.** No alcohol is allowed in any building or on the property of the POBH, including the parking areas, without the express written consent of the Board of Commissioners. For those Events where consent has been given, Permittee must provide, at its own expense, a licensed server. A copy of the server's OLCC license must be provided to the Manager of POBH prior to Permittee's event. Permittee is solely and wholly responsible to ensure that all OLCC rules and regulations are followed. The Permittee will be required to supply the POBH with proof of liquor liability insurance, stand location(s), security plan, signage, and a copy of the OLCC permit no later than one week prior to the event. The Permittee will bear the sole responsibility for costs of security and identification checks. Patrons and guests are strictly prohibited from bringing bottles, cans and alcoholic beverages onto POBH property.
- F. Road Closures.** County road detours or road closures must be approved by Curry County. Permittee must submit proof of road closure permit to the POBH office at least 30 days prior to the first day of the Event. If Port property is used for traffic detours, Permittee is required to submit a traffic detour plan to the POBH office for approval at least 60 days prior to the first day of the Event.
- G. No Marijuana.** Marijuana items are not allowed in any building or on the property of POBH, including the parking areas. "Marijuana items" means and includes marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.
- H. Defacement of Buildings or Boardwalk.** Permittee must not injure, mar or in any manner deface the Premises, or drive or permit to be driven any nails, hooks, tacks, staples or screws in any part of the Premises, or make or allow to be made any alteration of any kind therein. If the Premises are damaged by the intentional act or negligence of Permittee or any person admitted to the Premises by Permittee, Permittee will be responsible for the cost to restore the Premises to its original condition. Permittee assumes full responsibility for the acts and conduct of all persons admitted to the Premises by Permittee and agrees to have on hand at all times sufficient security personnel to maintain order and protect persons and property.
- I. Damage to Facilities.** No tape, staples, nails, etc., may be used on the POBH Boardwalk, buildings or equipment. Only painter's masking tape approved by the Manager of POBH may be used. Permittee must supply its own painters' masking tape. No weight-bearing (tire) equipment is allowed on Boardwalk.
- J. Seating Capacity.** Permittee must not admit to the Premises a larger number of persons than can safely and freely move about, and the decision of the Manager of POBH in this respect will be final. Permittee must not allow chairs or movable seats to be placed in passageways and agrees to keep passageways clear at all times.
- K. Signs and Posters.** Permittee may not place any sign, advertisement, post or other material or card ("sign") on any part of the Premises except in locations approved by the Manager of POBH. Only signs related to the Event will be approved. Signs may be placed only for such period of time as approved by the Manager of POBH. The Manager of the POBH may remove or ordered remove any sign that is not compliant with this paragraph. All approved signs must be removed by Permittee immediately after the Event. Failure to remove said signs will result in a \$50.00 per day charge until such items are removed. The use of adhesive tape or staples for the attachment of such materials to surfaces at POBH is prohibited, except on designated bulletin board areas.

- L. Hazardous Materials.** Permittee may not, without the written consent of the Manager of the POBH, operate any engine, motor or machinery on the Premises or use oils, burning fluids, camphene, kerosene, propane, naphtha or gasoline for either mechanical or other purposes or any agent other than electricity for illuminating the Premises.
- M. Animals.** It is the responsibility of the Permittee to ensure that all animals are controlled safely and responsibly. Dogs must be on a leash at all times. Owners are expected to clean up after their animals and deposit waste/manure in designated areas. Horses, llamas and cattle are prohibited from the lawn areas except when prior authorization has been given by the Manager of the POBH.
- N. Security.** The Manager of the POBH, in consultation with Permittee, will determine security and law enforcement staffing required for the Activities. All security and law enforcement costs are the sole responsibility of Permittee.
- O. Parking.** Permittees are required to control all traffic and parking regulations on POBH properties during the event. Parking availability is first come, first serve. Event parking at the boat launch parking area is prohibited. If traffic control or parking assistance is deemed necessary for public safety by the Manager of the POBH, the POBH will provide such assistance and bill the Permittee for services rendered.
- P. Box Office Facilities and Admissions Control.** Only those persons authorized by the Manager of the POBH may use box office facilities or be otherwise engaged as ticket sellers, ticket takers, ushers, door guards or other admissions control personnel. Permittee agrees to comply with the POBH's minimum requirements concerning admissions control personnel and to pay the cost thereof.
- Q. Responsibility for Property.** Permittee assumes sole responsibility for any property placed on the Premises by Permittee, independent contractors, exhibitors or invitees. Permittee accepts the Premises as-is and based upon Permittee's own inspection of the Premises as to its condition and safety.
- R. Observance of Laws.** Permittee, its employees, agents, volunteers, independent contractors, exhibitors and invitees must comply with all applicable laws, statutes, regulations, ordinances, rulings and licensing requirements of any public authority applicable to the Activities or the Premises, the use thereof or any activity thereon.
- S. Compliance with POBH Rules and Regulations.** Permittee, its employees, agents, volunteers, independent contractors, exhibitors and invitees must comply with all rules and regulations of the POBH. If Permittee is notified of any violation on the part of Permittee or any person admitted to the Premises by Permittee or any exhibitor or invitee of Permittee, the Permittee must immediately act to correct and cure the violation.
- T. Enforcement.** The POBH reserves its right to enforce its rules, regulations and use policies for the operation of the Premises and for that purpose may enter the Premises at any time. POBH reserves the right to eject from the Premises, or refuse entry to the Premises, any person whose conduct, or violation of POBH's rules and regulations, render such person subject to being ejected or barred.

III. UTILITIES & SERVICES.

- A. Electricity.** All electrical outlets are 20-amp service only. If extra lights, other than regular house lights, or electrical power is required by Permittee, they must be installed at Permittee's expense and the electric power must be paid by Permittee at current rates in effect for the Premises. All electrical connections must be made by POBH. All electrical connections and exhibitors' electrical equipment must conform with Oregon Electrical Specialty Code and the Oregon Fire Code, the cost thereof to be paid by Permittee. The use of multiple plugs such as twin sockets, cube taps or similar devices are not permitted.
- B. Water.** POBH will furnish, through facilities presently installed on the Premises, water for human consumption and for ordinary toilet or janitorial purposes, but for no other purpose, unless otherwise specifically provided for in this Agreement. No water facility, appliance or apparatus furnished by POBH may be used for any purpose other than that for which it is constructed, and no

sweepings, rubbish, rags, paper or other substance are to be placed in any sink, toilet, or drain. If any such misuse results in damage to any such facility or equipment as a result of Permittee's use or occupancy of the Premises, the cost of repair will be the responsibility of Permittee.

- C. **Trash.** Permittee must properly dispose of all trash and debris brought onto or generated on the Premises. Permittee is not authorized to use POBH dumpsters for such purpose. No trash or debris generated at any other location may be disposed of at the POBH.
- D. **Extra Help.** If it is necessary for the POBH staff to assist Permittee with setup, cleanup or aspects of Permittee's event, or if it is necessary for the Manager of POBH to employ extra help, such as stage hands, public address system operators or janitors, Permittee agrees to pay for the cost of such extra help at a rate of \$100.00 per hour, including any partial hours.
- E. **Equipment.** POBH does not supply extension cords, stage, ladders, fans, hand tools, office supplies/equipment, telephone, or copy services for Permittee's Activities. Any additional equipment, extra help, secured WIFI lines and/or materials requested by Permittee during the Activities must be coordinated through POBH and will be invoiced to Permittee.
- F. **Payment.** Payment for extra help, utilities or other services rendered by the POBH to Permittee will be due to the POBH within 10 days of the date of invoice. Failure to timely pay the invoice will result in the imposition of a \$25.00 late fee and monthly interest of 1.5%.

IV. TERMINATION AND VACATION

- A. **Vacation.** Permittee agrees to vacate the Premises no later than the expiration of the Event Permit issued hereunder. Permittee is required to remove all trash, debris and personal property from the Premises and to put away all tables, stack chairs, etc.
- B. **Failure to Vacate.** If Permittee fails to remove all its personal property from the Premises prior to the expiration of the Event Permit, Permittee agrees to pay additional rent in the amount of \$100.00 per hour (including any partial hours) until Permittee has completely vacated and removed all its personal property from the Premises. The POBH will have the right to remove and dispose of the property at the expense of Permittee. Alternatively, the POBH may allow the personal property to remain on the Premises. In either event, the POBH and its elected officials, officers, employees, agents and volunteers will not be liable for any damage or loss to any such personal property, either by reason of its removal or disposition, or by reason of any occurrence on or condition of the Premises. If the POBH elects to remove and store the personal property, the POBH will have a lien on said property for the reasonable cost of removal and storage.
- C. **Default by Permittee.** If Permittee fails to keep or perform any of its obligations under the terms of this Agreement and fails to correct said default immediately upon notice, the POBH may terminate this Agreement and the Event Permit, re-enter the Premises and remove all persons and property and resort to any legal proceeding necessary to obtain possession. Such termination and re-entry will not relieve Permittee from the obligation of paying any amounts theretofore accrued or from liability for loss caused by Permittee's violations of this Agreement.
- D. **Re-Entry by the POBH.** If Permittee vacates the Premises prior to the expiration of the Event Permit, the POBH may then re-enter and take full possession of the Premises. Upon re-entry, the Event Permit will be deemed to have expired. Vacating the Premises early does not entitle Permittee to any refund or discount.

V. GENERAL TERMS AND CONDITIONS

- A. **Insurance.** Permittee, at its sole cost and expense, is required to procure and maintain in full force through the term of this Agreement (including setup and teardown) comprehensive general liability insurance with coverage limits of at least \$1,000,000 per occurrence; \$2,000,000 aggregate for products and completed operations, property damage, bodily injury and personal and advertising injury. The Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers must be listed as additional insureds. Permittee's name on such policies must be the

same as on this Agreement. The policy must be endorsed to provide at least 10 days prior written notice to the POBH before cancellation or change in coverage. Evidence of coverage and additional insured endorsement(s) must be provided to the Manager of POBH at least 14 days prior to Permittee's use of the Premises. Failure to meet any of these insurance mandates constitutes a material breach of this Agreement by Permittee. The Event may not take place if proof of insurance in compliance with this paragraph has not been supplied to the POBH.

- B. Exhibitors.** If Permittee makes any part of the Premises under this Agreement available to other persons or entities as exhibitors as part of this use, the exhibitors are subject to all of the provisions of this Agreement and to the authority of the Manager of POBH under those conditions. Permittee, however, will be fully responsible for all acts or omissions of the exhibitors as if they were Permittee's agents or employees.
- C. Unforeseen Impossibility.** If fire or any other casualty or unforeseen occurrence renders the Premises to be occupied hereunder unusable, and renders fulfillment of this Agreement impossible, then this Agreement, and the Event Permit, will automatically terminate. If the Permittee has not had any use of the Premises, the sums therefore paid therefor will be refunded to Permittee. If the Permittee has used and occupied the Premises prior to such termination, then Permittee agrees to pay for the use of the Premises up to the time of such termination. In the event of termination under this paragraph, Permittee waives any claim for any damages or compensation due to the early termination of the Event Permit.
- D. Indemnity.** Permittee shall indemnify, hold harmless, and defend the Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation), reasonable attorneys' fees, of every nature arising out of or in connection with Permittee's use of the Premises (including acts or omissions of invitees), Permittee's performance under this Agreement, or Permittee's failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or willful misconduct of the Port of Brookings Harbor or its elected officials, officers, employees, agents or volunteers. Neither Permittee nor any claims representative or attorney engaged by Permittee shall defend the claim in the name of the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers without first receiving from Port of Brookings Harbor Counsel, in a form and manner determined appropriate by the Port of Brookings Harbor Counsel, authority to act as legal counsel for the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers, nor shall Permittee settle any claim on behalf of the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers without the approval of the Port of Brookings Harbor. The Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers have no liability to Permittee or its members, employees, agents, independent contractors, participants, exhibitors or invitees for any injury, loss, or damage caused by third parties or by any condition of the Premises, except to the extent caused by the gross negligence or willful misconduct of the POBH, its elected official, employees, agents or volunteers.
- E. Waiver.** The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion is not to be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- F. Attorney's Fees.** If any law suit or other legal proceeding action is commenced by either party hereto against the other party and arising out of or relating to this Agreement, the prevailing party in such litigation, including any appeal, will be entitled, in addition to costs and disbursements provided by statute, to an award of reasonable attorney fees as determined by the court on trial or appeal.
- G. Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.
- H. Assignment.** Permittee may not assign or transfer any of its interest in this Agreement without the written consent of the Manager of POBH. In the event that consent is granted for an assignment,

the provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective assigns.

- I. Governing Law; Jurisdiction; Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding (collectively, “the claim”) between POBH and the Permittee that arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Curry County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Medford Division. Permittee, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts.
- J. Headings.** The headings and captions are inserted in this Agreement only as a matter of convenience and for reference in no way define, limit or describe the terms of this Agreement or the intent of any provision hereof.
- K. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular term or provision to be held invalid.

The parties hereto have executed this Agreement in Curry County, Oregon on the date last written below.

PORT OF BROOKINGS HARBOR

PERMITTEE

Date: _____

Date: _____

Travis Webster, Port Manager

By:
Its: