

**PORT OF BROOKINGS HARBOR**  
**Board of Commissioners**  
**Event Committee Meeting Agenda**  
Previous Port Office  
16340 Lower Harbor Rd Suite 103  
Harbor OR 97415

**Monday, September 17, 2018 • 7:00 pm**

**Agenda**

- 1. Call to Order, Pledge of Allegiance, and Roll Call**
- 2. Election of Officers**
- 3. Approval of Agenda**
- 4. Agenda Related Public Comments \***
- 5. New Business**
  - a. Events at the Port
- 6. Non-Agenda Related Public Comments \***
- 7. Adjournment**

\* Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the President prior to the beginning of the meeting.

*FULL MEETING PACKET AVAILABLE AT [www.portofbrookingsharbor.com](http://www.portofbrookingsharbor.com)*

*This Institution is an Equal Opportunity Provider.*

## 2018 Events

Month	Day	Event	Event Coordinator
May - Memorial Day Weekend	25, 26, 27	Rock the Chetco	Chetco Brew - Mike and Alex Frederick
May - Memorial Day Weekend	25, 26, 27	Car Show	Curry County Cruisers
June - Oct		Saturday Markey	Chetco Brew - Mike and Alex Frederick
July	4	Fireworks	Visitor Center - Barbara Ciaramella
July	7, 8	Dogs Day of Summer	Chetco Brew - Mike and Alex Frederick
July	21, 22	Kite Festival	Southern Oregon Kite Festival
August	10, 11, 12	Pirates of the Pacific	Bruce Ellis
September - Labor Day	1, 2	Salmon Famine	Chetco Brew - Mike and Alex Frederick
September	22	Oktoberfest	Chetco Brew - Mike and Alex Frederick
September	29	Raining Cats N Dogs	Brookings Harbor Rotary Club



**Port of Brookings Harbor Grounds User Agreement  
(Flat Fee)**

This AGREEMENT is made this \_\_\_ day of \_\_\_, 20\_\_\_, by and between Port of Brookings Harbor General Manager, acting by and through its Board of Commissioners, and:

Organization \_\_\_\_\_

Address \_\_\_\_\_

Responsible Person \_\_\_\_\_

hereinafter referred to as PERMITTEE, for a non-assignable permit to use and occupy that portion of the Port of Brookings Harbor Grounds (“POBH”) described herein below:

Phone/email: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ \_\_\_\_\_

Usage Date(s) From \_\_\_\_\_ to \_\_\_\_\_ Usage Time(s) \_\_\_\_\_ to \_\_\_\_\_

Intended Activity / Location \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy No. \_\_\_\_\_

**I. PERMIT TO USE**

A. **Permit to Use.** On the terms and conditions set forth below, the Board of Commissioners grants to Permittee, its employees, agents, contractors, and invitees a permit to use and occupy the following facilities at POBH described as:

**Port of Brookings Harbor Rate Schedule\***

	<b>Area</b>	<b>Rate Per Day</b>
1	Boardwalk Retail	\$ 300.00
2	Boardwalk Retail / Parking Lot	\$ 600.00
3	Kite Field	\$ 300.00
4	RV Park Picnic Area	\$ 125.00
5	Parking Lots:	
a.	Behind Port Office	\$ 300.00
b.	Boat Wash Parking Area	\$ 300.00
6	Saturday Market	\$10.00/Vender
7	Car Shows	\$5.00/Car
8	Other:	

**Approved 12-20-16**

**Use of the POBH grounds outside of any of the above listed POBH facilities is not permitted unless specifically addressed in this Agreement.** Except as otherwise specifically stated herein, Permittee's permit to use the POBH facilities is non-exclusive. Such POBH facilities to be used by Permittee are hereinafter referred to as the "Property".

- B. **Alcohol Deposit and Insurance.** The concessionaire who will be selling alcohol will be required to supply POBH with proof of liquor liability insurance, stand location(s), security outline, signage, and a copy of the OLCC permit no later than one week prior to the event. The concessionaire will bear the sole responsibility for costs of security and identification checks. Patrons are prohibited from bring bottles, cans and alcoholic beverages onto POBH grounds.

## II. USE OF THE PROPERTY

- A. **Permitted Use.** Permittee is granted a permit for the sole permitted use of: \_\_\_\_\_

\_\_\_\_\_  
(type of event), hereinafter referred to as the "Activities".

1. The Property shall be used for the Activities and for setup, cleanup, and other activities incidental thereto, and for no other purpose. Permittee shall do its own setup and cleanup, including re-stacking tables and chairs and properly disposing of all trash and debris. No tape, staples, nails, etc., may be used on POBH Boardwalk, buildings or equipment. Only painters masking tape approved by the Manager of POBH may be used. Permittee shall supply its own painters' masking tape. **No weight barring (tire) equipment allowed on Boardwalk.**

2. Permittee shall be responsible to insure all personal property brought onto the Property or otherwise stored on the Property.

3. POBH and the Board of Commissioners does not relinquish its right to enforce rules, regulations and its use policies for the operation of the Property and for that purpose may enter the Property at any time. POBH and the Board of Commissioners reserves the right to eject from the Property or refuse entry to the Property any person whose conduct or violation of POBH's rules and regulations render such person subject to being ejected or barred, and for the exercise of this authority, Permittee waives any right for claim against the Board of Commissioners, Port of Brookings Harbor, and its elected officials, officers, employees, agents and volunteers.

4. Access will be made available to necessary facilities through the POBH office. Keys will be furnished only in extraordinary circumstances.

5. No alcohol is allowed in any building or on the grounds of POBH, including the parking areas, without the express written consent of the Board of Commissioners. For those Activities 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.

6. No marijuana items are allowed in any building or on the grounds of POBH, including the parking areas. "Marijuana items" means marijuana, cannabinoid products, cannabinoid concentrates and cannabinoid extracts.

B. **Fees.** Permittee agrees to pay POBH for use of the Property in, "as-is" condition, the following manner:

1. Two copies of this Agreement signed by Permittee and a rental deposit of \$\_\_\_\_\_ (50% of total use charges), the sum of which in nonrefundable upon cancellation, shall be delivered to the POBH office by \_\_\_\_\_. A fully executed copy of this Agreement will be returned to Permittee for its records.

2. The remaining balance of \$\_\_\_\_\_, required general liability (and alcohol insurance, if applicable) insurance policy certificates, documentation of fire marshal approval, fire safety sign-off sheet, equipment list and setup information, and marketing information shall be delivered to the POBH office by \_\_\_\_\_ (60 days prior to event).

3. POBH does not supply extension cords, stage, ladders, fans, hand tools, office supplies/equipment, telephone or copy service for Permittee's Activities. Any additional equipment, extra help, secured WIFI lines and/or materials requested by Permittee during the Activities shall be coordinated through POBH and invoiced to Permittee. Such charges are payable by Permittee to the POBH office within 10 days of Permittee's receipt of such invoice.

C. **Dates and Hours of Event (including set up and tear down):** Beginning at \_\_\_\_\_ (time) on \_\_\_\_\_ (date) until \_\_\_\_\_ (time) on \_\_\_\_\_ (date). Event use hours are from 8:00 a.m. to 10:00 p.m. Additional use hours require pre-approval by the Manager of POBH. Music and amplified sound is prohibited after 10:00 p.m. in any outdoor arena.

D. **Restrictions on Use.** In connection with the Activities contemplated in this Agreement, Permittee shall, and shall cause its members, employees, agents, volunteers, independent contractors, exhibitors and invitees to abide by the following restrictions on use:

1. **Law Observance.** Conform to all applicable laws, statutes, regulations, ordinances, rulings and licensing requirements of any public authority relating to the Activities or the Property, the use thereof or any activity thereon.

2. **Compliance with Rules and Regulations.** Comply with all rules and regulations of the Board of Commissioners and POBH for management of the Property. If the attention of Permittee is called to any violation on the part of Permittee or any person admitted to the Property by Permittee or any exhibitor or invitee of Permittee, Permittee shall immediately take such action as is reasonable with Permittee's power to cause the violator to desist from and correct the violation.

3. **Electricity.** All electrical outlets are 20-amp service only. If extra lights, other than regular house lights, or electrical power shall be required by Permittee, they shall be installed at Permittee's expense and the electric power shall be paid by Permittee at current rates in effect for the Property. All electrical connections must be made by POBH. Multiple plugs such as twin sockets, cube taps or similar devices will not be permitted and any such connections shall be corrected to conform with Board of Commissioners Interim Use Policies and fire regulations, the cost thereof to be paid by Permittee; and all exhibitor's electrical equipment shall be properly wired to meet Fire Underwriters specifications and all other statutes, ordinances and regulations.

4. **Defacement of Buildings.** Permittee shall not injure, mar or in any manner deface the Property, or drive or permit to be driven any nails, hooks, tacks or screws in any part of the Property or make or allow to be made an alteration of any kind therein. If the Property is damaged by the act, default or negligence of Permittee or any person or persons admitted to the Property by Permittee, Permittee shall pay to POBH such sum as shall be necessary to restore the Property to its original condition. Permittee assumes full responsibility for the acts and conduct of all persons admitted to the Property by Permittee and agrees to have on hand at all times sufficient security personnel to maintain order and protect persons and property.

5. **Water.** POBH will furnish, through facilities presently installed on the Property, 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 thus furnished by POBH will be used for any purpose other than that for which it is constructed, and no sweepings, rubbish, rags, paper or other substance shall be thrown in it. If any such misuse results in damage to any such facility or equipment as a result of Permittee use or occupancy of the Property, the damage shall be paid for by Permittee.

6. **Seating Capacity.** Permittee shall not admit to the Property a larger number of persons than can safely and freely move about, and the decision of the Manager of POBH in this respect shall be final. Permittee will not permit chairs or movable seats to be placed in passageways and will keep passageways clear at all times. No portion of the sidewalks, grounds, entries, passages, vestibules, halls, abutting streets or ways of access to public utilities of the facilities shall be obstructed by Permittee or used for any purpose other than for ingress to and egress from the Property.

7. **Signs and Posters.** Permittee will not place any sign advertisement, post or other material or card on any part of the Property except in locations approved by the Manager of POBH and shall place only such material on the billboard as relates to the event for which this use permit is given, and for such period of time as may be approved by the Manager of POBH. Permittee shall immediately, on notice by the Manager of POBH, remove any material which the Manager of POBH determines to be in violation of the paragraph. All approved signs, post, or other

material or cards approved by the Manager of POBH will be removed by Permittee immediately after the event or Permittee will be charged \$50.00 per day 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.

8. **Hazardous Materials.** Permittee shall not, without the written consent of the Manager of POBH, operate any engine, motor or machinery on the Property 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 Property.

- E. **Box Office Facilities and Admissions Control.** Only those persons authorized by the Manager of 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 POBH's minimum requirements concerning admissions control personnel and to pay the cost thereof pursuant to Section III.A (Extra Help).
- F. **Failure to Vacate.** At the end of the term of this Agreement, Permittee shall promptly remove all its personal property from the Property. Permittee shall 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 Property. If any such personal property remains on the Property after the end of the term, the POBH, at its option, shall have the right to remove and dispose of it at the expense of Permittee; or the POBH may permit the personal property to remain on the Property and for any such period beyond the term of this Agreement. In either event, the POBH and its elected officials, officers, employees, agents and volunteers shall 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 Property. If the POBH elects to remove and store the personal property, it shall have a lien on it for the reasonable cost of removal or storage.

### III. GENERAL TERMS AND CONDITIONS.

A. **Extra Help.** If it is necessary for POBH staff to assist Permittee with setup, cleanup or 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 shall pay for the cost of such extra help at a rate of \$100.00 per hour, including any partial hours.

B. **Exhibitors.** If Permittee makes any part of the Property under this Agreement available to other persons or entities as exhibitors as part of this use, the exhibitors shall be subject to all of the provisions of this Agreement and to the authority of the Manager of POBH under those conditions, but in any event Permittee shall be fully responsible for all acts or omissions of the exhibitors as if they were its agents or employees.

C. **Responsibility for Property.** The Board of Commissioners and Port of Brookings Harbor assume no responsibility to Permittee for any property placed on the Property by Permittee, independent contractors, exhibitors or invitees, or for any loss incurred by Permittee as the result of any injury or damage to persons or property sustained during or

by reason of the occupancy of the Property by Permittee under this Agreement, it being understood that Permittee accepts the Property as-is and based upon Permittee's own inspection of the Property as to its condition and safety.

D. **Re-Entry by the POBH.** If Permittee vacates the Property prior to the expiration of the term of this Agreement, the POBH may re-enter by force or otherwise and, at its option, may re-rent the Property as agent of Permittee and receive the rent, applying the same, first to payment of expenses incurred in re-entering and re-renting the Property and second, to the payment of the rent due under this Agreement. Any surplus thus collected will be paid to Permittee and Permittee agrees to pay the POBH on demand, any deficiency. This shall not be construed to impose any obligation on the POBH part to re-enter or re-rent or attempt to re-rent or to affect the obligation of Permittee to pay the full amount of rental in case the Property is to be re-rented.

E. **Parking.** Permittees are required to control all traffic and parking regulations on POBH properties during the event. Parking availability is "as-is". When traffic control or parking assistance is in the safety interest of the general public, the POBH will provide such assistance and bill the Permittees for services rendered.

F. **Animals.** It is the responsibility of the Permittee to insure 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 marked areas. Horses, llamas and cattle are prohibited from the lawn areas except when prior authorization has been given by the Manager of POBH.

G. **Security.** The Manager of POBH, on consultation with Permittee, will determine security and law enforcement staffing for the Activities. All security and law enforcement costs are the sole responsibility of Permittee.

H. **Indemnity.** Permittee shall indemnify, hold harmless, and defend, the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers from and against any and all claims, suits, actions, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs, whether or not incurred in litigation) on account of personal injury, death or damage to or loss of property or profits resulting from or arising out of, in whole or in part, any act, omission, negligence, fault, threat to safety of person or property at POBH, or violation of law or ordinance by Permittee or any person entering POBH or the Property with the implied or express permission or invitation of Permittee. For purposes of this section, Permittee's obligations include, but is not limited to, acts, omissions or negligence of Permittee, its members, officers, employees, agents, independent contractors, exhibitors, invitees, customers or other participants. 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 Port of Brookings Harbor . The Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers shall 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 Property, except to the extent solely caused by POBH gross negligence.

I. **Insurance.** Permittee shall, at its sole cost and expense, 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 damage or injury to the Property, buildings or grounds of POBH in the care, custody and control of Permittee, with each policy naming the Board of Commissioners, Port of Brookings Harbor and its elected officials, officers, employees, agents and volunteers as additional insureds. Permittee's name on such policies shall be the same as on this Agreement. The policies must obligate the issuing insurance company to provide at least 30 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 Property. Failure to meet any of these insurance mandates shall constitute a material breach of this Agreement by Permittee and POBH may, at its discretion, terminate this Agreement.

J. **Default by Permittee.** If Permittee fails to pay the amount due under this Agreement or keep or perform any of its other obligations under the terms of this Agreement, at the time specified, and fails to correct said default immediately upon notice, the POBH may terminate this Agreement, re-enter the Property and remove all persons and property and resort to any legal proceeding necessary to obtain possession. Such termination and re-entry shall not relieve Permittee from the obligation of paying any amounts theretofore accrued or from liability for loss caused by Permittee's breach or violations; and its obligation on re-entry shall be the same as those prescribed by Section III.D.

K. **Unforeseen Impossibility.** If fire or any other casualty or unforeseen occurrence of the occupation of the Property by the federal or state government, or the effects of a labor dispute, render the Property to be occupied hereunder unusable, and render fulfillment of this Agreement impossible, then this Agreement shall terminate. In such event, if the Permittee has not had any use of the Property, the sums therefore paid shall be refunded to Permittee, but if the Permittee has used and occupied the Property prior to such termination, Permittee shall pay for the use of the Property only up to the time of such termination. In the event of termination under this section, Permittee waives any claim for any damages or compensation.

L. **Cancellations.** Permittee shall not be entitled to cancel or otherwise terminate this Agreement without the express written consent of the Manager of POBH. If cancellation is made at least 60 days prior to the scheduled event, 50% of the final payment stated in this Agreement may 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.

M. **Discretionary Matters.** Any decision affecting any matter not herein expressly provided for in this Agreement shall rest solely within the discretion of the Board of Commissioners and the Manager of POBH, as applicable.

N. **Attorney's Fees.** In case a suit or action is instituted by either party hereto arising out of this Agreement, the prevailing party in such litigation, including any appeal, shall be entitled, in addition to costs and disbursements provided by statute, to reasonable attorney fees as determined by the court on trial or appeal.

O. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

P. **Assignment.** Permittee shall 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 shall be binding upon and shall inure to the benefit of the parties hereto and the respective assigns.

Q. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed and construed in accordance with the law of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between POBH and the Permittee that arises from or relates to this Agreement shall 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 shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Gold Beach, Oregon. Permittee, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts.

R. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision to be held invalid.

S. **Waiver.** The failure of POBH to enforce any provision of this Agreement shall not constitute a waiver by POBH of that or any other provision.

PERMITTEE, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE BELOW, HEREBY ACKNOWLEDGES THAT PERMITTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

PORT OF BROOKINGS HARBOR  
BOARD OF COMMISSIONERS:

PERMITTEE:

By: \_\_\_\_\_  
Title: Manager of POBH, as authorized  
by the Port of Brookings Harbor Board of  
Commissioners of Commissioners

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Approved 12-20-16**