



CITY OF YAMHILL PARK SPECIAL EVENT USE PERMIT

APPLICANT AND RESPONSIBLE PARTY:

Name: _____ Address: _____

LOCATION:

Park Area: _____ Use Date: _____ Use Time _____

Type of Event or Purpose: _____ Estimated Attendance Number: _____

Will Alcohol be Served: Yes / No If YES refer to General Regulations & Procedures

Will Electricity be Required: Yes / No If YES, there will be a charge of \$10.00

Will Sound Amplification be Used: Yes / No

Is Activity Revenue Generating: Yes / No Admission Charge or Fee: _____

Applicant has Insurance Certificate: Yes / No Certificate is Attached: _____

Special Needs: _____

GENERAL REGULATIONS AND PROCEDURES

The Yamhill City Council shall approve the issuance of a permit when they find:

- A. That the proposed activity or use of the park will not unreasonably interfere with or detract from the general public enjoyment of the Park.
- B. That the proposed activity or use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- C. That the proposed activity or use is not reasonably anticipated in incite violence, crime or disorderly conduct.
- D. That the proposed activity or use will not entail unusual, extraordinary or burdensome expense or police operation by the City.
- E. That the facilities desired have not been reserved for others at the day and hour required in the application.
- F. Applicant will provide proof of license obtained from OLCC for proposed activity or use for the day and hour requested in the application.
- G. No alcoholic beverages with an alcoholic content of more than 21% will be brought into or consumed at the park.

In reserving the requested area of the Park, I hold the City harmless and indemnify the City from any and all liability for injury to persons or property, and I agree to be liable to the City for any and all damages to parks, facilities and buildings owned by the City occurring as a result of the activity I am sponsoring.

IN CONSIDERATION OF THE CITY GRANTING THE PERMISSION ABOVE REQUESTED, THE APPLICANT HEREBY BINDS ITSELF TO THE TERMS AND CONDITIONS PRINTED ON THE BOTTOM HALF OF THIS APPLICATION. SIGNATURE NECESSARY AT BOTTOMS OF PAGE. PLEASE READ CAREFULLY BEFORE SIGNING.

TERMS AND CONDITIONS

In consideration of the City granting permission to applicant to use its facility as requested on the above, applicant hereby binds itself to the following terms and conditions:

- A. Applicant shall be solely responsible for loss or damage to property or injury or death of any person or persons arising out of or connected in any way with the use of the City facilities by the applicant.
- B. Applicant accepts the facilities, including the premises and equipment, in the condition then existing and expressly releases the City, its directors, officers, agents, employees and representatives from any and all claims, damage, loss expense or causes of action or causes of suit, arising out of or resulting from the use of the facilities by the applicant.
- C. Applicant shall pay the usual fees and charges applicable to such use as established by the City.
- D. Applicant shall reimburse the City for all damages to the premises of property resulting from such use other than ordinary wear and depreciation as determined by the City.
- E. Applicant agrees to conform to all rules and regulations of the City, a copy of which has been received by applicant.
- F. Applicant shall provide adequate supervision and shall be responsible for any improper conduct of the audience, both individually and collectively, while on the City premises or utilizing the facilities.
- G. Applicant agrees that the use of the facilities and this permit shall be revocable by the City at any time at the option of the City.
- H. The applicant hereby agrees to indemnify and hold harmless the City, its directors, officers, agents, employees and representatives, from and against any and all claims, loss, damage, expense, injury or death and from all causes of action or cause of suit, and from all costs and expenses, including attorneys' fees, connected therewith, arising out of or connected directly or indirectly with the use of the facility by applicant, however and wherever cause, and whether or not caused by any negligence on the part of the City or the condition of the premises of facility.
- I. The applicant further agrees to abide by all federal, state and municipal equal opportunity laws and regulations prohibiting discrimination.
- J. Applicant will provide and Insurance Certificate of Liquor Liability name the City of Yamhill as and additional insurer with minimum coverage of \$500,000.00

Additional Conditions: _____

Date Paid: _____ Receipt #: _____ Insurance Certificate: _____ General Liability: _____

Host Liquor Liability: _____ Security Required: _____ Non-Profit ID# _____

Other Information: _____

ACCEPTANCE of CONDITIONS: _____ DATE: _____

(Applicants Signature)

APPROVED: _____ TITLE: _____ DATE: _____

Scheduled on Park Calendar: _____ Copy given to Applicant: _____ Copy to PW: _____

SPECIAL PROVISIONS

The following conditions shall apply to permits concerning alcohol in a public park:

1. THIS PERMIT MUST BE KEPT AND MAINTAINED AT ALL TIMES IN THE POSSESSION OF THE PERSON TO WHOM IT IS ISSUED, IS NOT TRANSFERABLE, IS NOT REFUNDABLE AND MAY BE ISSUED ONLY TO A PERSON WHO IS AT LEAST 21 YEARS OF AGE.
2. Special Event Permits automatically expire when the rental period ends.
3. Alcohol is not allowed in any children's playground area or in any vehicular parking lot.
4. A person who has been issued a special use permit permitting alcohol shall not allow, pursuant to their permit, a person known to be disqualified from receiving an alcohol permit or exercising any park alcohol privilege to consume alcohol or possess an open alcohol container in the park.
5. Nothing contained herein is intended to authorize the consumption, possession, distribution, or use of alcohol in any manner which is prohibited under Oregon law, or to modify the provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.400).
6. Violation of park rules, or conditions under which a permit is issued, may result in the alcohol beverage being forfeited for disposal, forfeiture of the alcohol permit and all park alcohol privileges for a period of one year, and other penalties provided by the park rules, including a civil infraction citation with a \$500 maximum fine and exclusion from the park for up to 90 days.
7. It shall be unlawful for any person to consume alcohol, to possess an open container holding alcohol, or to open a container holding alcohol while in the park, except pursuant to a permit issued by the City Council and in accordance with the terms and conditions stated on the Special Events permit.
8. Definitions: (1) "Alcohol or Alcoholic Beverage"; any form of alcohol containing more than one half of one percent alcohol by volume, including by not limited to malt and fermented beverages, whether licensed for sale in the state or not. (2) "Park Alcohol Privilege"; An opportunity, subject to City Council approval, for a person to obtain a permit relating to a group for individual consumption of alcohol in a city park, or to consume alcohol, to possess an open container of alcohol, or to open a container of alcohol, while in a city park. Park alcohol privilege refers to all of the above collectively. Unless otherwise specified in a permit, a park alcohol permit issued under the park rules ordinance allows a person to exercise all park alcohol privileges in accordance with park rules.
9. At such occasions when, in the opinion of the City Council, it is considered necessary, the assignment of one or more security officers (uniformed or plain clothes according to conditions) may be required. The cost of such shall be borne by the group or organization sponsoring the activity.