

**PORT OF HOOD RIVER  
EVENT RULES AND REGULATIONS  
FEES AND REQUIREMENTS**

**The following Rules and Regulations are part of the Event Contract which the Renter agrees to abide by.**

- 1. Application Fee and Form:** A completed Event Application and \$50 application fee are due 60 days prior to all waterfront and park events. The application fee will be applied to the overall usage fees. If event is canceled by written notice 30 days or less before the event date, the fee will be forfeited. The Picnic Shelter reservation fee is due one week prior to event date.
- 2. Site & Parking Plans:** Site & parking plans must be provided to and accepted by the Port for those events using equipment, booths, dump boxes, portable sanitation, staging and/or entertainment using amplified sound systems. Races, walks, bikathons, etc., must provide a route map to the Port. The Renter shall conduct the event in conformance with Port-approved policies and other Port requirements.
- 3. Permits:** At least 14 days prior to event, copies of any required permits from the City of Hood River, Hood River County Health Department, Oregon Department of Transportation, or other regulatory agencies, including the Oregon Liquor Control Commission, Oregon State Marine Board, or the U.S. Coast Guard, etc., must be provided to the Port. The City of Hood River requires a Special Event Permit for all public events, which is reviewed by City fire, police, and sanitarian officials.
- 4. Fee Structure:** Renter shall pay the following fees:

<b>MARINA PARK:</b>	
Up to 50 people	\$100.00 per day
50 - 100 people	\$150.00 per day
Over 100 people	\$900.00 Exclusive Use per day
<b>Multiple-day events may be negotiated</b>	

<b>PICNIC SHELTER:</b>	
Up to 100 people	\$ 50.00 per day
Over 100 people	\$900.00 Exclusive Use per day

<b>MARINA GREEN:</b>	
Up to 50 people	\$100.00 per day
50 - 100 people	\$150.00 per day
Over 100 people	\$900.00 Exclusive Use per day

<b>EVENT SITE/NICHOLS BEACH/SPIT/HOOK:</b>	
Up to 50 people	\$100.00 per day
50 - 100 people	\$150.00 per day
Over 100 people	\$900.00 Exclusive Use per day

**ALL EVENTS/ALL SITES: Move in/Move out days: \$100/per day**

- 5. Payments Due: Fees are due 7 days prior to the event.** Additional charges assessed for restroom cleaning, damages, and Port staff assistance will be due and payable upon receipt of invoice after the event.
- 6. Insurance:** Renter shall provide **\$1,000,000** minimum Comprehensive General Liability insurance policy, including host liquor liability if alcohol is sold or served, naming the Port of Hood River as additional insured. This document may be reviewed by the Port Agent of Record. Commercial Renters must maintain a broad form Comprehensive General Liability policy. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage which the Port of Hood River may carry. A vendor serving alcohol may provide the host liquor liability certificate of insurance under its policy naming the Port as additional insured. All copies of insurance certificates must be on file in the Port office prior to set-up. There will be no exceptions. The Port has discretion to waive this requirement for low-attendance non-public events in the Marina Park such as picnics.
- 7. Alcohol Policy:** If Renter will be selling or serving alcohol at the event, Renter must sign the **Event Alcohol Control Policy** form and follow its requirements and recommendations. **OLCC Permits:** If alcohol is sold or served at public events, an Oregon Liquor Control Commission permit must be obtained and submitted to the City of Hood River Police Department and the Port of Hood River for approval.
- 8. Security:** Adequate security for the event is the responsibility of the Renter. Certified security guards will be required for public events serving alcohol. (See City of Hood River's Special Event Application.) It is the sole responsibility of the Renter to control the event, protect the people present, and comply with all applicable laws and regulations. The Port of Hood River has no responsibility for the event. Port staff will not be onsite unless contracted to do so.
- 9. Food Service/Sales:** Renter shall ensure that all food and alcohol vendors are in compliance with OLCC and food handler laws and regulations. Food Handler Permits may be obtained from the Hood River County Health Department and a copy submitted to the Port. Renter is responsible for all damages caused by vendors and concessionaires, as well as any violations of Port policies. Damages will be assessed after the event and payable upon receipt of invoice.
- 10. Use of Port Name:** The Renter may use the official Port name, logos, or other identification the Port wishes to be identified by in Renter's promotional, advertising and marketing materials.
- 11. Fee or Cost Waivers:** The Port will not waive fees for commercial events with concessions or sales of any type. However, the Port may consider waivers or fee reductions for those events or activities resulting in community-wide benefits, if an event is a not-for-profit activity involving financial or in-kind contributions from or to local agencies, organizations or residents.
- 12. Indemnification Agreement:** The Renter agrees to indemnify and save the Port, its Commissioners, officers, employees and agents, harmless from any claims by any persons, firms, or corporations arising from or related to event activities conducted on Port premises or arising from or related to any act of Renter or Renter's agents, contractors, employees, invitees or licensees in or about the Port premises, and from all costs, legal fees, and liabilities incurred in any action or proceeding brought thereon; and in case any action or proceeding is brought against the Port by reason of any such claim, Renter, upon notice from

the Port, covenants to resist and defend such action or proceeding by legal counsel satisfactory to the Port.

**13. Port Right to Cancel:** The Port reserves the right to cancel an event at any time, in the Port's discretion. In case of Port cancellation, Renter, nor any third party, shall have the right to claim damages of any kind resulting from the cancellation. The Port may refund rental deposit(s), when appropriate, if an event is canceled.

### RENTER COSTS & RESPONSIBILITIES

- 1. Restrooms:** Renter must provide portable toilets, if necessary (1 per 125 people). If cleaning of restroom facilities is requested by Renter that is in addition to the normal Port-cleaning schedule, Renter shall pay \$50 for each cleaning.
- 2. Damages:** Renter and Port will inspect grounds, including irrigation, 48 hours prior to set-up and within 48 hours after event clean-up. Renter shall be assessed at Port's cost plus 10 percent for repairs. Renter may request a third-party estimate for damages over \$200. Heavy vehicle use can cause damage to turf and in-ground irrigation.
- 3. Parking Assistance:** Renter shall provide traffic control if over 100 cars per day are anticipated.
- 4. Water and Electricity:** Renter shall be responsible for all utility specialty connections at Renter's cost.
- 5. Garbage:** Renter shall be responsible to provide one 3-yard box per 250 people at the event at Renter's cost.
- 6. Use of Other Port Services or Equipment:** Negotiated prior to event between Renter and Port. The Port does not guarantee a specified number of picnic tables will be available at the Marina Park.

### PORT COSTS & RESPONSIBILITIES

- 1.** Port will provide basic water and electricity at no additional charge.
- 2.** Port will have the area cleaned and prepared for set-up free of obstructions.
- 3.** Port will notify tenants and other users of the park or waterfront closure, if necessary, as well as any other negotiated restrictions on access and use.
- 4.** Port staff will be available during normal working hours to provide minor assistance and coordination during set-up and after event during removal and clean-up.