

PORT OF HOOD RIVER EVENT AND PICNIC SHELTER RULES AND REGULATIONS FEES AND REQUIREMENTS

The purpose of the Rules and Regulations is to make Port public spaces available for reasonable use, and to provide a process for the reservation of such space. Subject to these Rules and Regulations, the Port will consider public spaces for special events and uses when they do not overly restrict access by the general public or interfere with Port business operations. A User Agreement is required for the use of Port Property for special events or uses. A special event or use is any activity that attracts people to a specific location for commercial or other purposes. The Port retains the right to cancel any scheduled use in the event of an emergency or for other Port requirements, as determined in the sole discretion of the Port's Executive Director. In the event a scheduled use must be canceled, the Port will provide the Permittee with as much notice as possible.

- 1. Application Fee and Form:** A completed Event Application and **non-refundable** \$25 application fee are due 60 days prior to all waterfront and park events. If the application is approved a Special Event Use Agreement will be provided to the applicant via email and shall serve as confirmation and proof of reservation. If the Port denies the application, notification will be provided by email.
- 2. Event Contract:** An approved Special Event Use Agreement is required to reserve any Port property or facility for any event or gathering that involves more than visiting or routine use by the public at large. User Agreements are issued by the Port in its sole discretion based upon an evaluation of availability of Port properties, as well as the nature and duration of the proposed use. Failure of the applicant to fully disclose intended use may result in immediate cancellation of reservation and denial of subsequent use.
- 3. Site & Parking Plans:** Site & parking plans must be provided to and accepted by the Port for those events using equipment, booths, garbage handling, 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. It is the responsibility of the permittee to provide information regarding parking locations and fees to participants and guests.
- 4. Parking:** Permittee and all event attendees must observe and adhere to the Port's parking regulations as indicated by signage. Overnight parking is prohibited, except by prior written permission the Port. Event organizers are responsible for ensuring event patrons do not park in prohibited areas. No vehicles allowed on the grass.

Special events and uses with high attendance may be required to adhere to and implement a Special Event Parking Management Plan on the day of the event. The plan specifics would be coordinated with the Port. Permittee is required to provide adequate staffing for the parking lot(s) for the duration of the approved use.

5. Permits: At least 10 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.

Fee Structure: Renter shall pay the following fees. Multiple-day events may be negotiated.

Rates & Fees

MARINA PARK / HOOK / SPIT /LOT #1/ NICHOLS BEACH:	
Up to 50 people	\$100.00 per day
50 – 100 people	\$200.00 per day
Over 100 people	\$500 Exclusive Use per day
PICNIC SHELTER: (Fees Apply only to advanced reservation of shelter)	
Up to 50 people	\$75 Exclusive use non-commercial per day

MARINA GREEN:	
Up to 50 people	\$100.00 per day
50 – 200 people	\$200.00 per day
Over 200 people	\$900.00 Exclusive Use per day

EVENT SITE	Months Excluding July & August	July & August Only
Up to 50 people	\$100.00 per day	\$150.00 per day
50 – 100 people	\$250.00 per day	\$325.00 per day
Over 100 people: Not Including Parking Lot	\$500.00 per day	\$600.00 per day
Over 100 people Exclusive Use Including Entire Parking lot	\$1000	\$1500.00 per day
NEW: Over 100 people Exclusive Use Including Partial Parking lot	\$700 per day	\$900.00 per day
ALL EVENTS/ALL SITES: Move in/Move out days: \$200-per day; Move in / Move out does not imply exclusive use and shall not significantly impact normal use of venue. Based on review of Event Proposal, large events may constitute the need for Exclusive Use Move In / Move Out days.		

- 1. Payments Due: Fees are due 10 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.
- 2. Insurance:** An individual Renter shall provide and maintain Comprehensive General Liability Insurance Coverage with a minimum combined single limit of \$1,000,000.00 naming the Port of Hood River as an Additional Insured. A commercial Renter shall provide and maintain broad form Comprehensive Commercial General Liability Coverage with a minimum combined single limit of \$1,000,000.00 naming the Port of Hood River as an Additional Insured. All Renters serving alcohol (for sale) must include complete Liquor Liability Coverage with a limit not less than \$1,000,000.00. If a Renter plans to provide alcohol (not for sale) the policy must include Host Liquor Liability with a minimum limit of \$1,000,000.00. All of the required policies shall be written as a Primary Policy, not contributing with or in excess of any coverage which the Port of Hood River may carry. All copies of insurance certificates must be on file in the Port office prior to set-up. There will be no exceptions. These documents may be reviewed for compliance by the Port's Agent of Record. The Port has discretion to waive this requirement for low-attendance non-public events in the Marina Park such as picnics.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 youth sports and activities or events 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.
- 8. 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.

- 9. 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, neither 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:** Port Public Restrooms open starting late Spring and close early Fall. For events with high attendance, the Port may require Permittee to coordinate and pay for the rental of sani-cans to be available on site during the special event or use at the rate of one toilet per 125 participants. All costs associated with the required rental, delivery, pick up, etc., would be those of the Permittee. Event site bathrooms will be closed during exclusive use events unless prior access arrangements have been made with the Port and professional janitorial services have been hired, at the Renters expense, to maintain the bathrooms throughout the rental period.
- 2. Damages:** Renter shall arrange a grounds inspection with Port Facilities staff prior to set up and following exclusive use events at the Event Site and Marina Green. Tent stakes are not allowed in any areas that have irrigation, specifically the Event Site and Marina Green. For all Sites: Renter shall be assessed at the Port's rate for any repair of any event related damage to facilities including irrigation or parking lot damage from vehicles, stakes or posts. Waterfront Manager may require a Damage and Cleaning Deposit for certain events.
- 3. Traffic Control:** Renter shall provide traffic and parking control if over 100 cars per day are anticipated.
- 4. Water and Electricity:** Renter shall be responsible for any special utility connections at Renter's cost.
- 5. Garbage:** Renter shall provide sufficient garbage receptacles and collection to accommodate the needs of the event. Permittee is responsible for the removal and proper disposal of all trash, debris and litter, and if necessary, pay for its removal. For events with high attendance and/or that are anticipated to produce a large amount of trash, the Port may require Permittee to coordinate and pay for a waste management service, including but not limited to the rental, delivery and pick up of trash, and have them available on-site during the special event or use. All costs associated with this requirement would be those of the Permittee Following the last paid Move Out day, any remaining garbage or other materials will be removed by the Port at Renters expense.
- 6. Port Services or Equipment:** Use of any Port equipment or services such as picnic tables and garbage cans shall be negotiated prior to event.

PORT COSTS & RESPONSIBILITIES

- 1.** Port will provide basic water and electricity at no additional charge. Water is available starting late spring and is turned off early fall.
- 2.** Port will provide Renter opportunity for a site inspection and walk through with facilities staff prior to and following event.
- 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.