



PORT OF CASCADE LOCKS

Port of Cascade Locks FACILITY USE PERMIT & AGREEMENT

INSTRUCTIONS

Read both the front and back of this agreement. Fill in all blanks. Make check payable to the Port of Cascade Locks. This agreement, for Port property only, is authorized only after all signatures are made and payment is received.

Return completed form and payment to:

Port of Cascade Locks
427 Portage Road, Cascade Locks, OR 97014
P.O. Box 307 | Cascade Locks, OR 97014
Phone: 541-374-8619
After hours emergency contact: 541-806-5959

<input type="checkbox"/> Pavilion	<input type="checkbox"/> House 3	<input type="checkbox"/> House 3 Grounds
<input type="checkbox"/> East Event Tent	<input type="checkbox"/> East Grill Hut	<input type="checkbox"/> West Grill Hut
<input type="checkbox"/> Thunder Island	<input type="checkbox"/> Thunder Island -Fern Glen	<input type="checkbox"/> Thunder Island -Red Bluff
<input type="checkbox"/> Bridge of the Gods	<input type="checkbox"/> Marina Beach Area	<input type="checkbox"/> Marine Park
<input type="checkbox"/> Platinum Package (Friday-Sunday)		<input type="checkbox"/> Diamond Wedding Package (Monday – Thursday)
<input type="checkbox"/> Business Park: (Specific Area) _____ _____		

Date(s) _____ Time _____

Name of Event: _____

Number of Guests Attending: _____ Estimated Number of Cars _____

I hereby certify that I am an authorized representative of the organization noted below and that the above statements are true to the best of my knowledge. I have read and agree to be bound by the regulations, policies, and conditions on the back of this agreement. I understand that violation of any of these agreements may result in forfeiture of deposit, jeopardize further use of the facility, and result in immediate termination of event. I (and the organization I represent) agree to indemnify, defend, and hold harmless the Port of Cascade Locks and employees from and against any claims, damages, losses, and expenses, including legal fees arising from or in connection with the event. Event changes – Should dates, times or other elements of your event change, immediately file an Event Change Form (Permit Form 4) with Port at least 48 hours in advance of Event.

Permittee Name: _____ Organization (if applicable): _____

On Site Contact Name: _____ Day Time/Cell Phone: _____

Address _____ City/State _____ Zip _____

Email address _____ Home/Message phone _____

Signature _____ Date _____

PLEASE HAVE PERMIT PRESENT AT TIME OF RENTAL

I UNDERSTAND AND ACKNOWLEDGE THE REGULATIONS AND POLICIES – INITIAL _____

FOR PORT USE ONLY

STAFF REVIEW Admin _____ Rec _____ M&C _____ Action _____	FEES Rental \$ _____ Deposit \$ _____ Total \$ _____ Booking \$ _____	PAYMENT <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Amount _____ Ref. # _____ Date _____	<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Amount _____ Ref. # _____ Date _____
		Facility Inspection No Damage <input type="checkbox"/> Damage <input type="checkbox"/>	Damage Deposit Refunded <input type="checkbox"/>
CONDITIONS OF USE OLCC Permit Required _____ <input type="checkbox"/> Yes <input type="checkbox"/> No Health Permit Required _____ <input type="checkbox"/> Yes <input type="checkbox"/> No Security Required _____ <input type="checkbox"/> Yes <input type="checkbox"/> No CLFD Propane Permit Required _____ <input type="checkbox"/> Yes <input type="checkbox"/> No (if used) <input type="checkbox"/> Dumpster <input type="checkbox"/> Generator <input type="checkbox"/> Parking Directors <input type="checkbox"/> Certificate of Insurance Liquor Liability Required _____ <input type="checkbox"/> Yes <input type="checkbox"/> No Noise Waiver Required _____ <input type="checkbox"/> Yes <input type="checkbox"/> No Health, social distance, and covid safety plan <input type="checkbox"/> Yes <input type="checkbox"/> No Vendor Permit Required _____ <input type="checkbox"/> Yes <input type="checkbox"/> No Additional Conditions Required. See Attached _____ <input type="checkbox"/>			

EVENT & RESERVATION REGULATIONS AND POLICIES

HOURS—The hours of the permittee’s reservation use shall be those stated on the event application. **The user must adhere to the hours stated on the application, including the time necessary for setup and cleanup.**

1. RESERVATION CHANGES, REFUNDS & FORFEITURE OF FEES—

- a. The Port reserves the right to cancel any scheduled facility due to unforeseen circumstances or emergency situations. If the reservation is canceled by the Port, the applicant may choose a full refund or request to be rescheduled.
- b. Changes to an existing reservation made by the permittee will result in a rebooking fee of \$25 and are subject to availability.
- c. If a permit cancellation is made 31 days or more in advance of the reservation date, all fees except 50% of the Booking Fee will be returned to the permittee.
- d. If a permit cancellation is 30 days or less before the reservation date, the Booking Fee will be forfeited.
- e. Cancellations of reservations and resulting refund requests must be made in writing to the Port 48 hours prior to event.

2. LIABILITY—Depending on the type, size, and nature of the activity, the Port may require the permittee to provide proof of insurance naming the Port as additionally insured in an amount specified by the Port.

All persons and groups to whom a “Use” permit has been granted agree to hold harmless and indemnify the Port of Cascade Locks from all liability for injury to persons or property occurring as a result of this permit’s activity. Permittee agrees to be liable to Port for all damage to any park, facility, building, equipment, furniture, or other property owned or controlled by the Port, which results from the activity or permittee, or which is caused by any participant in said activity.

NOTICE—Oregon law (ORS 105.682 et seq.) provides that the owner of land is not liable in contract or tort for injury or death or property damages that arises out of the use of the land for recreational purposes. That immunity from liability may not apply if the owner of land charges a fee for permission to use the land. The fee charged for the use of the facility listed on this form is for the use of the facility only. Any use of property located outside of the facility is not subject to a charge, and therefore, the Port of Cascade Locks is not liable for any injury, death or property damage arising out of such use of property for which no specific charge has been made. By issuance of this permit, the Port does not waive any immunity it has under the law.

3. ALCOHOL— Insurance is required anytime alcohol is present during a permitted event or rental.

- a. Liquor Liability insurance naming the Port as additionally insured for a minimum of \$500,000 per occurrence is required for any event in which alcohol will be present. The Port will determine if additional coverage is required based on the size and nature of the event.
- b. OLCC Permits are required whenever alcohol is sold or exchanged for something of value. Alcohol vendors must follow standard OLCC requirements when choosing to serve or sell alcohol and may need to have a permit approved by Cascade Locks Council.

4. SOUND EQUIPMENT/NOISE— City of Cascade Locks quiet hours are at 10:00pm. If you are seeking an extension, contact the City of Cascade Locks at (541) 374-8484.

5. VIOLATIONS, DENIAL & REVOCATION OF PERMITS— The Port reserves the right to deny any permit. Any organization that violates Port regulations, violates local/ state law, damages Port property, disrupts businesses, or causes a disturbance to the Cascade Locks community will have its permit revoked and must vacate Port premises immediately upon request by Port GM or designee

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6. CLEANUP/DAMAGE— *Each permittee shall be responsible for the physical condition in which the facility is left.* The expenses resulting from any damage or maintenance which is above the normal level of service shall be charged to the permittee. Failure of the permittee to meet this obligation within 30 days of billing may be cause for cancellation of future privileges, as well as legal action.

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