

Special-use permit: Terms and Conditions

THE SIGNED PERMIT MUST BE ON SITE DURING THE REGULATED ACTIVITY OR USE.

General terms and conditions

Permitted activities: Permittee is allowed to conduct the above described activity at listed location(s) and will notify listed Metro contact if: any conditions of this permit cannot be met, issues or questions develop during permitted activity, or access other than foot access is necessary for the activity. Permittee agrees not to bring anything that may damage Metro property or endanger the health or safety of site users, animals, or Metro staff.

Activity report: If accessing the site to study, monitor, or otherwise collect data, permittee must provide Metro a summary or report of the monitoring data, upon request.

Site closures: Areas under restoration may be off limits and marked “Closed” through signage or as directed by staff/contract crews. Any area markers including flagging, corner posts, signage, and whisker flags are not to be removed or disturbed.

Access: Access to the site(s) is permitted on foot only and limited to existing trails; no new trails may be formed as a result of permitted activities.

Material collection: Removing, collecting, or disturbing biological materials (plant material, soil, water, etc.) is prohibited unless specifically allowed by this permit.

Invasive species prevention: Before entering and leaving the site, the permittee is required to clean all boots, clothing and equipment to ensure it is free of seeds, dirt, plant matter or other debris in order to prevent spread of invasive species (seed or plant matter). If available, permittee is required to use provided boot brushes to clean boots before entering and leaving the site.

Resource damage: Metro considers its natural area sites sensitive areas as defined by Oregon Department of Fish and Wildlife. Permitted activity must be done in a way that prevents habitat/resource damage.

Equipment and garbage: Permittee must immediately remove all items and debris that permittee has placed or allowed to be placed on or at the site. All garbage must be disposed of in provided containers. If no containers are provided at a site, permittee must remove garbage and litter daily or upon completion of activity, whichever is sooner. Any equipment or property of the permittee, its contractors, agents, employees, guests, or invitees, remaining at the site at the end of the permit period is considered abandoned and, at Metro’s sole discretion, may be possessed and disposed of by Metro at permittee’s expense. Metro assumes no responsibility for abandoned property or losses suffered by permittee, its contractors, agents, employees, guests, and invitees, including that which occurs by theft, disappearance, or otherwise.

Additional permissions: The signer of this permit is responsible for obtaining any and all required approvals and/or permits from other agencies and/or property owners.

Laws and Metro Code: This permit incorporates by reference Metro Parks and Nature's rules and regulations. The signer of this permit is responsible for understanding parks and natural area rules as set forth in Metro Code Title X, Metro Rules and Regulations, including the "NO PETS" regulation, and ensuring that users under the permit comply. A copy of all park rules and regulations can be found at: www.oregonmetro.gov. Permittee must promptly comply and cause its contractors, agents, employees, guests, and invitees to comply with all Metro, federal, state, and local laws, rules, regulations, and policies. Metro may, within its discretion, impose additional terms and conditions on any permit.

Event signage: Any signs, banners or other items set up must be approved by Metro and taken down and removed by the end of the event. Permittee must not fasten signs with nails, hooks, adhesive fasteners, tacks, screws or other device that may damage Metro property.

Permit possession: A copy of this signed permit must be in the possession of the permittee while on Metro property.

Non-exclusive use: Metro has the right to use or permit the use of any portion of the site not reserved by permittee under this permit, regardless of the nature of the use.

Termination: This permit may be terminated by Metro if permittee fails to comply with a term or condition, if any part of the site or property is damaged or if in Metro's discretion, use of the site is not in the best interests of Metro. If this permit is terminated for any reason, permittee waives and releases Metro from any claims for damages or compensation, including special, incidental, or consequential damages.

Responsibility: Permittee expressly assumes full responsibility and liability for the conduct of all users, guests, invitees, contractors, and agents accessing and/or using the site under the permit. Any person whose conduct violates any rules or regulations, or is objectionable, disorderly, or threatening to Metro's staff, Metro's use, or site users will be immediately ejected from the site and property. Permittee must restore any area used by permittee to the same condition in which it existed prior to use. Permittee is responsible for any costs to repair or replace Metro property damaged or defaced due to the actions of permittee, its contractors, agents, employees, guests, invitees, and attendees. Permittee is not responsible for normal wear and tear.

Indemnification: Permittee agrees to indemnify, hold harmless, and defend Metro, its elected officials, agents, and employees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including attorneys' fees) on account of personal injury, death, damage to, or loss of property, or profits arising out of or relating in whole or in part from any action, use, omission, negligence, fault, or violation of law or ordinance by permittee, its contractors, agents, employees, guests, and invitees, or any other person entering Metro property with the implied or express permission of permittee.

Miscellaneous: This permit is the entire and exclusive agreement between the parties. This permit may not be assigned or transferred by permittee without Metro's prior written approval. If any term or condition is held invalid or unenforceable, the validity of the remaining provisions is not affected. Failure at any time to require performance of any provision does not limit a party's right to enforce the provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision. Time is of the essence with respect to every term, condition, obligation, and provision. No rights in the public or third parties are created. This permit may only be amended in writing, signed by all parties.

Health and Safety: Permittee and site use must comply with State of Oregon, Oregon Health Authority, and Center for Disease Control (CDC) current safety and health requirements and guidelines, as well as all rules and policies adopted by Metro governing use of Metro property and designed to protect the safety and health of Metro employees and the public, as applied to permittee and the use, including any requirements adopted during the term of this permit. Permittee is responsible for researching, understanding, implementing, and keeping up to date on current requirements, guidance and guidelines. Permittee must ensure all visitors are aware of and follow requirements.

Insurance requirements

If Metro or permit conditions require, the permittee must purchase and maintain at permittee's expense the following types of insurance covering the permittee and its employees and agents:

Broad form of comprehensive general liability insurance covering personal injury, property damage and bodily injury, for "Special Events", with automatic coverage for premises and operations and product liability. The policy must be endorsed with contractual liability coverage. If coverage is written with an annual aggregate limit, the limit shall not be less than \$1,000,000.

Metro, its elected officials, departments, employees, and agents must be added as ADDITIONAL INSURED. Notice of any material change or policy cancellation must be provided to Metro thirty (30) days prior to the change.

Permit fees

Permit fees and associated costs are identified in the current Metro's Special Use Permit Fee Schedule. Permit fees indicated in your permit must be paid prior to the activity or event. Permits are not issued until payment is received.

Security deposits: Metro may require a security deposit in your stated permit fees. If a security deposit is included, a portion or all of it may be retained by Metro to cover damages and unexpected expenses resulting from your permitted activity or event, including but not limited to additional staff time or damage to park property or natural resources.

Impact fees: For activities or events with known impacts to Metro staff or resources, Metro's stated permit fees may include an impact fee. An impact fee is in addition to any security deposit required. Impact fees are non-refundable after an activity or event has occurred.

Post-activity fees: In addition to the above, Metro reserves the right to assess permittee for damages and unexpected expenses resulting from your permitted activity or event, including but not limited to additional staff time or damage to park property or natural resources. These include expenses above and beyond a security deposit and/or those included in an impact fee.

Payment of fees: Within 30 days of the event or activity, Metro will provide an invoice accounting for the security deposit and any post-activity fees assessed. Permittee must pay the invoiced amount within 30 day of receipt.

Cancellation and refunds: Metro will provide a full refund if a) a permittee cancels a permitted activity 31 days or more in advance, b) if Metro cancels a permit, or c) if Metro closes a property on the day of a permitted activity. If a permittee cancels a permit fewer than 31 days before a

permitted activity, shelter fees will not be refunded. Metro may, at its discretion, retain all or a portion of other permit fees (impact fees, direct fees, additional fees, and security deposits) if needed to reimburse Metro for costs and expenses incurred and resulting from the permit. Metro will provide an accounting if other fees are retained. To the extent not retained, Metro will refund other permit fees (impact fees, direct fees, additional fees and security deposits).

Metro Historic Cemetery permit conditions

Parking: Permit holder is responsible for ensuring that attendees park on pavement and are not blocking any roadways.

Filming/photography of graves: Monuments with dates more recent than 50 year prior to activity date cannot be filmed or photographed.

Burial services: Metro will contact permittee if there are scheduled burial services or other activities at the cemetery on the permitted activity date. In the event that there is a burial service, permittee will arrange activities such that they will not interfere nor detract from the burial service.

Metro Cemetery Code: The signer of this permit is responsible for understanding specific cemetery rules as set forth in Metro Code Title 10.05 (Historic Cemeteries) and seeing that the rules are abided by. A copy of cemetery rules and regulations can be found at: www.oregonmetro.gov.

Regional recreation area and nature park permit conditions

Parking: Permit does not cover vehicle fees. Every vehicle entering a site with a parking fee (Oxbow Regional Park, Blue Lake Regional Park, Chinook Landing Marine Park, M. James Gleason Memorial Boat Ramp, Broughton Beach) is required to pay the parking fee (\$5.00 per car, \$7.00 per 12-person capacity or larger van/bus). Annual parking passes are also accepted. Vehicles must park in designated areas. Pre-paid parking passes may be purchased at least **10 business days** before the permitted activity or event. This includes passes bought online, over the phone and in person at the Blue Lake or Oxbow park office. The permit holder is responsible for distribution of passes to attendees prior to the reservation. No exceptions. Vehicles fees may be pre-purchased in advance or paid at the gate on arrival.

Vendors/caterers: Vendors and caterers are prohibited at this event without an additional permit. To authorize a vendor/caterer, permittee and vendor/caterer are required to obtain a Vendor/Caterer Permit from Metro and comply with permit conditions, including providing Metro with a Certificate of Liability Insurance. Access will be provided by an approved park staff member for set up and tear down only and access is not guaranteed. Vehicles are not allowed to remain in areas not designated for parking.

Amplified sound: Permittee will be allowed to have amplified music or sound but should direct all sound so as to not disturb other park user to the north. Music/sound levels must not exceed 75 decibels. Music must be discontinued immediately following the event.

Alcohol: Alcohol use at this event is prohibited without an additional permit. To authorize alcohol use, permittee must obtain an Alcohol Permit from Metro and comply with all Oregon Liquor Control Commission requirements. Alcohol must remain within the permitted area. No alcohol is allowed on any other area in the park.

Natural area permit conditions

Parking: If permitted site is open to the public, vehicles must park in designated parking areas. If permitted site is not open to the public, all vehicles must park in a location approved by Metro and in a manner that prevents habitat/resource damage.

Access: Permittee must notify listed Metro contact in advance of property access as indicated above. This is to ensure coordination among permittee and other activities and users on the property. The permitted activity will be conducted during the hours indicated on the permit.

Fire protection requirements: Permittee is required to monitor fire season leading up to the date of their permitted activity using the Oregon Department of Forestry IFPL/Fire Season Information and Map: <https://gisapps.odf.oregon.gov/firerestrictions/ifpl.html>.

West side of the Willamette River: Permittee must reference NW-3 Forest Grove to determine if fire season is in effect.

East side of the Willamette River: Permittee must reference CM-1 Mollala to determine if fire season is in effect.

If the site is in fire season on the date of permitted access, permittee must not park in dry grass and permittee is required to carry the following equipment at all times:

- Fire extinguisher in all vehicles and heavy equipment being staged and/or working on project site
- 5 gallons of water
- Shovel with 8" wide blade

If a fire occurs, the permittee must promptly report the fire to 911 and Metro contact listed on this permit.