

Special Event Permit Application

CITY OF SANDY

PHONE (503) 489-2173/FAX (503) 668-8714
39250 PIONEER BOULEVARD • SANDY, OR 97055
specialeventspermits@ci.sandy.or.us

OVERVIEW

Special Events are those events using any portion of public right-of-way or city-owned property, including sidewalks, parks, streets, parking spaces, parking lots, alleys, trails etc. and/or an event, involve live or recorded music or substantially impact or impede traffic flow,. An application must be received at least 60 days prior to event. If the event requires significant amount of planning or long lead time for publicity and promotion, it is recommended that the applicant(s) allow 4-6 months for

APPLICATION PROCESS

This process begins when you submit a completed application. We would like to receive the application as soon as possible, but in no circumstances less than 60 days prior to your event. The fee for applications submitted with 60 days or more notice prior to event is \$50 (\$25 for non-profit). For applications received with less than 60 days notice the fee is \$100 (\$50 for non-profit). Submissions made less than 60 days in advance of the event may not be approved in time and in such instances may be denied based on the late submission. Denial of a special event permit does not grant reimbursement of the fee. Once the City has deemed an application complete an initial review will be completed and staff will contact applicant(s) via the email address provided upon submitted application. If staff does not have questions regarding the proposed event, the email will confirm the event date and the city will work with the applicant(s) to schedule a meeting to review your proposed event and layout. At the meeting, we will discuss fees and provide you with additional information and a checklist for planning.

After the initial meeting you will need to provide the following (at least 14 days before event):

1. Certificate of Insurance listing the City, its officers, agents and elected officials as additional insured with the following minimum coverage limits:
\$2,000,000 per occurrence and \$2,000,000 aggregate. (If not attached to application.)
2. Hold Harmless Agreements signed by applicant(s).
3. OLCC license approval (if applicable)
4. ODOT approval (if applicable) - we can advise you on this
5. Traffic Control/Parking Plan(s) - if not attached to your application
6. Map of closure(s) or route - if not attached to your application
7. Clean up plan - if not attached to your application
8. Cash deposit, funds in escrow or performance bond (if required)

CONTACT INFORMATION

*Organization/Group:	
Address:	
*Contact Name:	*Primary Phone:
*Email Address:	* Mobile Phone (if different than above):
Website:	Tax ID / SSN#

*required information

EVENT INFORMATION

*Event Type and Name:	
Brief Event Description:	
*Location/Facility Requested:	Expected Number of Participants: Youth: _____ Adult: _____
*Event Date:	Expected Number of Spectators: Youth: _____ Adult: _____
*Start Time:	*End Time:

*required information

Describe in detail the event you will be holding:

Use additional pages as needed.

Check & answer all that apply:

- How many toilets and handwashing stations will be provided? _____
- Will be blocking or closing roads, sidewalks or parking areas or affecting bus routes or bike lanes - Provide traffic control plan (diagram or map with narrative)
- Will need barricades from the City of Sandy - Provide number and locations
- Will require traffic control provided by City of Sandy
- Will require, or be requesting, police presence provided by City of Sandy
- Will be holding event in a City Park or on City Right of Way (street, sidewalk, parks, parking lane)
- More than 40 persons are expected at the event
- Will be advertising the event for commercial purposes or charging admission
- Will be serving food (catered or vendors) at the event (potlucks and family BBQs do not apply), Or have other vendors, artisans etc at the event. If so provide a vendor list
- Will be serving alcohol at the event
- Will be using pyrotechnics/fireworks at the event. Operation of any machinery or equipment which produces heat, sparks, dust, fumes or which require separation form event attendees to prevent injuries
- Will be using PA, Speakers or other Amplification/Broadcasting device at event
- Are legally recognized as a 501C3 Non-Profit or Charitable cause?
- Will require _____ number of parking spaces for each day of event (submit parking plan)
- Will there be rides (carnival rides, hot air balloons etc) at this event?
- Provisions for recycling and trash collection on-site? Provide plan and attach to application.
- Do you have insurance to cover the event? If yes, please provide copy of insurance certificate.
- Tents, canopies, trailers, mobile homes or covered booths or food carts

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SPECIAL USE PERMIT

1. The permit holder is authorized to conduct the following activities and install the following temporary improvements in the permitted area: See Exhibit A. The City makes no representation or warranties as to the condition of the permitted area or its suitability for the proposed event/activity.
2. The permit holder shall conduct the authorized activities according to the description on the application and any attached approved plans, conditions and specifications, provided by the City and included in attached Exhibits. The holder shall not install any improvements not specifically identified and approved above or in an exhibit.
3. No soil, trees, or other vegetation or any structures or improvements may be altered, destroyed or removed from property owned or managed by the City of Sandy without specific prior written permission from the authorized staff.
4. The permit holder shall comply with all federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.
5. The permit holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized staff. The permit holder shall fully repair and bear the expense for all damages, other than ordinary wear and tear, to any property owned or managed by the City of Sandy lands, roads and trails caused by the holder's activities.
6. The permit holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized staff, the holder shall remove or abate such hazards.
7. The permit holder shall be liable for any damage suffered by the City of Sandy resulting from or related to use of this permit, including damages to City of Sandy resources and costs of fire suppression.
8. To the greatest extent permitted by law, the permit holder shall indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City of Sandy and its officers, elected officials, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses or expenses (including attorney fees and related legal costs) for bodily or personal injury (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any acts or omissions of permit holder, its owners, officers, directors, members, agents, volunteers, employees, contractors, invitees, licensees or guests. The obligations imposed upon permit holder under this paragraph include any claim arising out of or related to the use of property owned or managed by the City of Sandy in connection with the event for which this permit is issued. Permit holder expressly acknowledges that the City of Sandy shall, in all instances, except for any claim arising solely from the negligent acts or omissions of the City of Sandy, be indemnified by permit holder against any and all claims arising out of or related to the event.

9. This permit is subject to all valid existing rights and claims outstanding in third parties.
10. This permit may be revoked or suspended upon breach of any of the conditions herein or at the discretion of the authorized staff. Upon expiration or revocation of this authorization, the permit holder shall immediately remove all improvements or other property used for the event, except those owned or managed by the City of Sandy, and shall restore the site within 7 days, unless otherwise agreed upon in writing. If the holder fails to remove improvements or other property used for the event, it shall become property of the City of Sandy, but that will not relieve the holder of liability for the cost of its removal and restoration of the site.
11. This permit is a license for the use of City owned or managed property. It does not grant any interest in real property. This permit is not transferable. Only with the prior written approval of the City of Sandy, which it may withhold in its sole discretion, may the permit holder enter into agreements with third parties to exercise the rights and privileges granted by this authorization and only if those third parties expressly agree in writing to abide by the permit holder's duties and obligations and to abide by the conditions and restrictions of this permit. In any event, the permit holder remains bound by the terms and conditions of this permit, independent of whether the City of Sandy permits a third party to exercise rights under it.
12. The holder is required to comply with standards for adequacy and type of services set out in the this document or any exhibits attached to the permit, once issued.
13. Gambling or the use of gambling machines or devices during the event is prohibited.
14. The permit holder, in advertisements, signs, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on property owned or managed by the City of Sandy shall be made clear in all formats of the holder's brochures and advertising regarding the use and management of the area and authorized facilities.
15. Interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be nine percent (9%) per annum. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due. In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed. A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue. Payments will be credited on the date received by the designated City staff. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday. Disputed fees are due and payable by the due date. If the fees become delinquent, the City of Sandy reserves all of its rights under Oregon and federal law to collect a debt.
16. Possession, consumption, or sale of alcoholic beverages at or during the event is prohibited unless a separate alcohol permit has been issued and service is in accordance with OLCC regulations. Any alcohol permit may subject holder to additional terms and conditions, including higher insurance requirements.
17. This permit is accepted subject to the conditions set forth herein, including any conditions in any exhibits attached to and made a part of this authorization.
18. The above clauses shall control if they conflict with additional clauses or provisions in any exhibit.

19. The permit holder has read and agreed to abide by the park regulations established for use of a City of Sandy Facility/Park. The permit holder agrees to be solely and completely responsible for the condition of the reserved area and to leave it in neat and clean condition without damage. The permit holder agrees to promptly reimburse the City of Sandy for all damages. The permit holder acknowledges any permitted special uses, including sound amplification, may be revoked for cause with no reimbursement of fees.

20. Applicant agrees to provide liability insurance a minimum of two (2) weeks prior to the event, naming the City of Sandy as an additional insured in the following amount: \$2 million single occurrence/\$2 million general aggregate. The event is prohibited until the required certificate has been received and approved by the City of Sandy.

With my signature below, I acknowledge that I am authorized, on behalf of myself and the entity identified in the Special Use Application, to be bound to the terms and conditions of this permit and to the City of Sandy's rules and procedures applicable to the event.	
Permit Holder's Printed Name:	
Permit Holder's Signature:	Date:
Authorization is granted by:	Title:
Signature:	Date:

HOLDER MUST HAVE THIS PERMIT AND ATTACHED EXHIBITS (IF ANY) (OR A LEGIBLE COPY) IN POSSESSION DURING THE AUTHORIZED ACTIVITY

Exhibits attached: _____