

PERMIT AND HOLD HARMLESS AGREEMENT
for use of Columbia County Facilities

THIS AGREEMENT is by and between **BROWN CONTRACTING, INC.** hereinafter referred to as “Permittee”, and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as “County”, for the use of a County Facility, as follows:

Name of Facility: **Vernonia Shop Lot**

Address of Facility: **392 G St, Vernonia, OR 97064**

Name of Event: **Temporary Equipment Storage**

Description of the Event (areas where the event will take place and how those areas will be used): **Permittee is granted permission to erect a 15' temporary tent structure and to park volumetric concrete trucks inside the tent. The tent will be erected at a location approved by the Director of Public Works.**

Date of the Event: **November 3, 2025 through December 31, 2025**

In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County’s sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 30 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately upon notification to Permittee that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

Permittee is aware that the facility is unsecured and that the County makes no representation as to the safety or security of any property stored at that facility. Permittee waives any claim against the County for damage to or loss of any property stored at the facility.

Permittee agrees, that at the conclusion of its use of the facility, and at its own expense it will restore the Permit Area to the same or better condition than existed at the commencement of operations. This includes the replacement of any damaged pavement with new material of similar design and quality.

Permittee acknowledges that the County may, at its sole discretion, revoke this permit and/or require removal of equipment or other personal property from County property. This permit does not entitle the permittee to exclusive use of County property, nor does it entitle permittee to sublet or charge a fee for use of County property.

PERMITTEE:

**Brown Contracting, Inc.
29534 Airport Road
Eugene, Oregon 97402
(541) 338-9345**

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: _____
(Signature of Authorized Representative)

By: _____
Kellie Jo Smith, Chair

Name: _____
(Printed Name of Authorized Rep.)

Date: _____, 2025

Date: _____, 2025