

PERMIT AND HOLD HARMLESS AGREEMENT

for use of Columbia County Facilities

THIS AGREEMENT is by and between **CITY OF ST. HELENS**, a municipal corporation 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: Courthouse Plaza and roads, Rose Garden, visitor parking lot, and employee parking lot.

Address of Facility: Columbia County Courthouse, 230 Strand, St. Helens, Oregon

Name of Event: Halloweentown

Description of the Event: Halloweentown event.

Date and Time of the Event: Permittee shall have use of the Plaza and Rose Garden between September 22nd through November 7th. Use of the roadways and parking lots shall be limited to the event days shown on Exhibit A starting at 4:00 p.m. on Friday and continuing to 9:00 p.m. Sunday. Roadways may not be blocked to vehicular traffic before 5:15 p.m. on Fridays.

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 5 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 if any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

This permit is subject to the following conditions which shall be fulfilled at Permittees sole expense:

1. Permittee shall keep the County Facility and surrounding property free of all trash and detritus. This includes, but is not limited to:
 - a. Maintaining adequate trash and recycling containers. Such containers shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers, and the contents shall be prevented from dropping, shifting, leaking, being blown by the wind or otherwise escaping onto County property.
 - b. Emptying all trash and recycling containers at least daily but more frequently if needed to prevent overflow or excessive odor.

- c. Patrolling of the Facility on a regular basis to clear any garbage and debris.
 - d. Remove all trash or other debris remaining on County property at the end of each event day no later than one hour following the end of the event.
2. Permittee shall provide sufficient portable restrooms to serve the public and vendors and shall:
 - a. Not locate restrooms on County property.
 - b. Locate restrooms in a close enough proximity of the County Facility to allow easy access to visitors to the event.
 - c. At all times maintain Restrooms a clean and sanitary condition.
 - d. Keep restrooms unlocked during and for at least at least one hour before opening and after closing of each event day shown in Exhibit A.
 - e. Keep a sufficient restrooms unlocked Monday through Friday to serve visitors outside of event hours.
3. The North Plaza Road and Strand Street between St Helens Street and the North Plaza Road shall remain open to pedestrian and vehicular traffic Mondays through Fridays between the hours of 6:00am and 5:15pm. Crosswalks shall not be blocked at any time. Access to the visitor and employee parking lots shall always remain open to the public and County employees.
4. Permittees use of the parking lots is subject to the following additional conditions:
 - a. Permittee may reserve no more than 5 parking slots for event use. All reserved parking slots shall be in the visitor parking lot.
 - b. No fee may be charged for parking in either parking lot.
 - c. All vehicles, equipment, personal property, trash or other debris shall be removed from the parking lots no later than 6 a.m. on the Monday following each weekend they are available for Permittees use.
5. Permittee shall comply with any Oregon Health Authority guidance applicable to the events which can be found at oha.gov.
6. Permittee shall remove all remaining equipment, personal property, trash or other debris from County property no later than 11:59 p.m. on the last day of this Permit.
7. Permittee agrees to repair any damage to County property caused by Permittee, its officers, agents, employees, invited guests and the public visiting Halloweentown.

(Permit Continues on the Following Page)

Permittee acknowledges that in the interest of public health, safety or welfare, the County may, at its sole discretion, revoke this permit and/or require removal of equipment or other personal property from County property. Unless otherwise agreed to in writing, 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:

City of St. Helens
265 Strand Street
St. Helens, Oregon 97051

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

By: _____
(Signature of Authorized Representative)

By: _____
Kellie Jo Smith, Chair

Name: _____
(Name of Authorized Representative)

Date: _____

Title: _____

Date: _____

EXHIBIT A

Event Schedule

Setup Dates:

September 22–26

Event Dates & Hours:

September 27–28 | 11:00 AM – 9:00 PM

October 4–5 | 11:00 AM – 9:00 PM

October 11–12 | 11:00 AM – 9:00 PM

October 18–19 | 11:00 AM – 9:00 PM

October 25–26 | 11:00 AM – 9:00 PM

October 31 | 4:00 PM – 9:00 PM

Teardown Dates:

November 1–7