



**HOOD RIVER COUNTY EVENT PERMIT  
FOR TEMPORARY USE OF LAND, ROADS, OR TRAILS**

**I. Applicant (“User”) Section**

**APPLICANT (“User”) INFORMATION**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**PROMOTER INFORMATION (UNLESS SAME AS ABOVE)**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**EVENT INFORMATION**

Official Event Name: \_\_\_\_\_  
Event Website Link: \_\_\_\_\_  
Is this a commercial event? : \_\_\_\_\_

Description (What type of event, what will participants do?): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Duration:**

Event Start Date: \_\_\_\_\_ Event End Date: \_\_\_\_\_  
Event Daily Start Time: \_\_\_\_\_ Event Daily End Time: \_\_\_\_\_  
Practice Day(s) Date/Start Time: \_\_\_\_\_ Practice Day(s) Date/End Time: \_\_\_\_\_

Location (List trails/roads requested for use, will any be closed?): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Estimates For: # Participants: \_\_\_\_\_ # Spectators: \_\_\_\_\_ # Vehicles: \_\_\_\_\_

Will films or commercials be made during the Event? Yes \_\_\_\_\_, No \_\_\_\_\_

If Yes, Provide Full Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

History:

List Your Previous Experience with Events: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **FEES AND SUBMITTAL REQUIREMENTS**

Refer to **Attachment A, Event Permit Requirements** for Department specific fees and submittal requirements.

## **PERMISSION**

Upon approval by the County Administrator, permission may be granted by Hood River County, hereinafter referred to as "County" to an entity, hereinafter referred to as "User," for the temporary use of Hood River County land, roadways, forest roads, trails, or trailheads for the use specified above.

Granting of a permit is subject to all conditions as listed on the permit including those incorporated as permit attachments.

## **PERMIT CONDITIONS**

1. The exercise of any of the privileges granted in this permit constitutes acceptance of all conditions of the permit.
2. Failure to satisfy any item included as part of the permit agreement may preclude the event from being conducted on Hood River County property in the future.
3. The County will confirm the period of time when the permit is valid.
4. This permit does not grant a right to use any lands or roads located on private property.
5. This document is not a land use permit. Granting of this permit does not indicate compliance with the Hood River County Zoning Ordinance or supporting documents, nor does it indicate knowledge of or compliance with any land use code of any jurisdiction, including the City of Hood River, City of Cascade Locks or the Columbia Gorge National Scenic Area. Compliance with all land use regulations including those from the above-referenced jurisdictions is the responsibility of the User.

6. The User must receive written approval from Hood River County Public Works Department prior to holding any event on a dedicated County road.
7. The User must receive written approval from Hood River County Forestry Department prior to holding any event on any County forest land, forest roads, trails, or over other roads for which the County holds easements.
8. Any use of County property or roads for any purpose which may impact traffic requires written approval (in the form of a sign-off on this permit) from Hood River County Sheriff's Office. Except where proper traffic control is provided, all traffic laws must be obeyed. It is the User's responsibility to maintain compliance with traffic requirements necessitated by the use of any other road not in the County's jurisdiction, including those maintained by the State of Oregon, the City of Hood River, or the City of Cascade Locks.
9. User shall exercise diligence in protecting from damage the County land, and shall repair or make payment for any damage to said land. User shall repair all damage caused by User, participants, or spectators use of said lands under this permit.
10. The County may require a performance bond which shall guarantee the full and faithful performance by User of the terms and conditions of this permit.
11. User shall take all actions necessary to protect roads and trails from damage, and shall safeguard soil, water and drainage structures. User shall repair all damage or wear to roads and trails caused by Event. Such repairs, as determined by County, may include, but are not limited to, replacement of asphalt and crushed rock, cleaning of ditches, and grading to restore the cross section of the roads as it existed prior to User's use.
12. Restoration and repair of roads, trails, and County property in the permitted area shall be completed and approved by County within 30 days of the permit end date or in accordance with additional conditions in **II. Agency Section**.
13. Signs shall be posted along the route at least one week prior to the event, informing the public that roads and/or trails will be closed at the time of the event.
14. User shall remove markers and signs from course and provide for the pickup and removal of debris left by contestants and spectators within 24 hours of the event.
15. The User shall place warning signs for the safety of the public in accordance with additional conditions in **II. Agency Section**.
16. The parking and staging areas shall be situated so that other traffic in the area will be able to pass. The User shall not block, obstruct, impede, or reroute traffic on any road or trail without prior County approval.
17. The User shall provide adequate toilet facilities at the spectator viewing areas, during the entire scheduled time of the event, in accordance with additional conditions in **II. Agency Section**. Within one week of the event all facilities shall be removed.
18. User, and all participants, shall follow all seasonal fire restrictions applicable on the date of the event.

19. For motorized events, refueling areas must be clearly marked and staffed by a person with a charged multipurpose ABC 10 lb. fire extinguisher. The refueling area should be at least 200' from any waterway or wetland. All fuel containers shall be removed from County property or right-of-way and disposed of properly.
20. No smoking in the refueling areas. In the event of a fuel spill, User shall initiate and complete cleanup and is responsible for all cost associated with cleanup required by the Department of Environmental Quality.
21. Roads and/or trails may be closed to public access at certain time periods when the event is being held. User shall check the route prior to event stages, to ensure that no other people or other vehicles are on the route. Signs shall be posted along the route at least one week prior to the event, informing the public that roads and/or trails will be closed at the time of the event. User shall stage people at road intersections on the main course to secure the route and assist any person who wants to travel through the forest via that route. Traffic control by certified flaggers may be required for events in the public right-of-way.
22. If required, user will advertise the event in the local newspapers, including the Hood River News.
23. User shall maintain at all times, insurance as set forth in **Attachment B**. A Certificate of Insurance evidencing protection with Hood River County shown as an "Additional Named Insured" shall be required with this permit. User shall furnish County with a copy of said coverage at the time of application submittal.
24. User shall defend, indemnify and hold harmless Hood River County and its officers, agents, employees and volunteers from and against any and all losses, claims, damages, liability, suits or actions arising from or in any manner connected to the User's occupation and/or use of the property, including any attorneys' fees and costs incurred therein.
25. The County may revoke this permit at any time due to fire, wind, hazardous road conditions, and other unplanned acts of nature with written notice.
26. A non-refundable application fee is required. The application fee is listed on the Department specific 'Event Application Requirements'. Payment of the application fee does not constitute approval of the event.
27. User shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this contract. Without limiting the generality of the foregoing, User expressly agrees to comply with: (i) Title VII of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425, and (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) worker's compensation laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Applicant ("User") Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**All applications are to be submitted to either the Hood River County Forestry or Public Works Departments along with the non-refundable application fee. Application fees should be in check form and made out to Hood River County. Special use fees may be required after Event Permit review. See Attachment A, 'Event Permit Requirements' for fee information.**

**II. Agency Section**

- 1. This permit is valid only for the period of time between \_\_\_\_\_ and \_\_\_\_\_.
- 2. A performance bond in the amount of \$\_\_\_\_\_. which shall guarantee the full and faithful performance by User of the terms and conditions of this permit **is** \_\_\_\_\_ **is not** \_\_\_\_\_ required. The bond may be in the form of a surety bond, cash, cashiers or certified check, money order, assignment of surety, or irrevocable letter of credit. A surety company authorized to do business in the State of Oregon must write surety bonds. The bond required by this section shall be in favor of Hood River County.
- 3. A special use fee(s) in the amount of \$\_\_\_\_\_. **is** \_\_\_\_\_ **is not** \_\_\_\_\_ required. The fee(s) should be in check form and made out to Hood River County.
- 4. User **is** \_\_\_\_\_ **is not** \_\_\_\_\_ required to advertise the event, whether open to the public or otherwise, in the local newspapers, including the Hood River News. The advertisement shall include where and when the event will be held, as well as the roads or county lands that will be affected.
- 5. Additional conditions:

6. Review by the following County Departments may be required:

- Public Works      Signature: \_\_\_\_\_      Date: \_\_\_\_\_
- Forestry      Signature: \_\_\_\_\_      Date: \_\_\_\_\_
- Sheriff's Office      Signature: \_\_\_\_\_      Date: \_\_\_\_\_

7. Signatures:

Hood River County
Hood River, Oregon 97031
601 State Street
By: _____ Signature
_____ Print Name
Title: <u>County Administrator</u>
Date: _____

Applicant ("User"): _____
Street Address: _____
City/State/Zip: _____
By: _____ Signature
_____ Print Name
Title: _____
Date: _____

## Attachment A

### Hood River County Public Works Department Event Permit Requirements

1. Event permit applications and all supporting documentation must be received by the Public Works Department at least 30 days prior to the event.
2. Complete and sign **I. Applicant (“User”) Section**.
3. Event permit application packets must be complete (including supporting documentation, etc.) or they will be returned to the event applicant.
4. Application and supporting documentation consists of:
  - Completed application.
  - Application fee.
  - Draft maps of the event area showing proposed routes, staging areas, spectator areas, and road closures.
  - Copies of notices, flyers, and advertisements available to the public.
5. Additional documentation and fees may be required after application submittal.
  - Special use fees.
  - Performance bond.
  - Copy of insurance form listing Hood River County as additionally insured.
  - Traffic control plan for any proposed road closures.
6. Event Permit fees:
  - Application Fee for all events - \$100.00 (due with application – Non Refundable)
  - Additional Fees due before final permit approval:
    - o Type I Event Fee (Low Impact) - \$0.00
    - o Type II Event Fee (Moderate Impact) - \$150.00
    - o Type III Event Fee (High Impact) - \$650.00
    - o Event Liaison Fee (Use Permit Fee not Included) - \$350.00 per day
7. Special Use Fees: (one or more of the following fees may apply)
  - Road restoration fee (for motorized racing events on gravel roads) - \$1,700 per mile
8. Mail completed event permits to:

Hood River County Public Works Department  
918 18<sup>th</sup> Street  
Hood River, Oregon 97031

**Attachment B**

**Insurance Requirements**

During the term of this contract User shall maintain in force at User’s own expense, each insurance noted below:

1. **Workers Compensation Insurance.** Is required for Users with one or more workers, as defined by ORS 656.027. Maintaining this insurance is in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers.

2. **Fire Damage Insurance:**

\_\_\_ is not required.

\_\_\_ is required with a combined single limit or the equivalent, of not less than:

\_\_\_ \$100,000    \_\_\_ \$500,000    \_\_\_ \$1,000,000    \_\_\_ \$2,000,000

for each claim, incident or occurrence.

3. **General Liability Insurance:**

\_\_\_ is not required.

\_\_\_ is required with a combined single limit or the equivalent, of not less than:

\_\_\_ \$1,000,000    \_\_\_ \$2,000,000

for each claim, incident or occurrence.

4. **Automobile Liability Insurance:**

\_\_\_ is not required.

\_\_\_ is required with a combined single limit or the equivalent, of not less than:

\_\_\_ Oregon Financial Responsibility Law (ORS 806.070)  
\_\_\_ \$200,000  
\_\_\_ \$500,000  
\_\_\_ \$1,000,000

each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the User or its insurer(s) to County;

6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the User shall furnish acceptable insurance certificates to County at the time of application. The certificate will specify all of the parties who are Additional Insured. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The User shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.