



# Park and City Facility Reservation Application

PO Box 458 \* Veneta, OR 97487 \* 541-935-2191 \* Fax 541-935-1838 \* [www.venetaoregon.gov](http://www.venetaoregon.gov)

A facility reservation deposit of \$50.00 is required with this application.  
This application is for reserving Park & City Facilities that are open to the public.

## Contact Information

Name of Applicant/Organization: \_\_\_\_\_

Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City/Zip: \_\_\_\_\_

## Event Information

Facility Requested:  Amphitheater  Territorial Park  
 City Park  Other \_\_\_\_\_

Type of Event (ex: concert, festival, car show, etc): \_\_\_\_\_

Date of Event: \_\_\_\_\_

Estimated attendance: \_\_\_\_\_

Total time of reservation including set up and clean up: \_\_\_\_\_ am/pm to: \_\_\_\_\_ am/pm

Hours the event will take place: \_\_\_\_\_ am/pm to: \_\_\_\_\_ am/pm

Will your rental have any of the following? Please check all that apply:

- Amplified Sound (fill out Noise Variance Application)
- Hanging a Banner over Territorial Hwy or Luther Lane (fill out Banner Application)
- Road Closures (fill out Road Closure Application)
- Alcohol (fill out Alcohol Permit Application)

Please return all completed applications at the same time, otherwise it could delay the approval process.

## Liability Insurance

A certificate of liability insurance with \$2 million/occurrence and \$3 million aggregate coverage must be provided prior to the use of the facility. Coverage must name the City of Veneta, its employees, and agents as an additional insured.

Is a copy of your liability insurance attached? :  Yes  No



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I certify that I am the authorized representative of the above Applicant/Organization, and that myself and the organization I represent, agree to be bound by the event rules and agreements regarding use of the city's facilities. I understand that violation of any of these rules may jeopardize current and future use of the facility. I have been given a copy of the Park & City Facilities Rules and Agreements and I and the organization I represent understand and agree to abide by them in their entirety.

Hold harmless: Applicant/organization agrees to defend, pay, save and hold harmless the City of Veneta, its employees and agents, from any and all loss, claims, or lawsuits for personal injury or property damage arising from or in any way connected to this reservation, except any claims arising solely out of the negligent acts of the City, its employees or agents.

I have received a copy of the Park & City Facility Rules and Agreements

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

City Administrator or Designee Approval: \_\_\_\_\_ Date: \_\_\_\_\_

| <b>For Office Use Only</b>   |  |
|--|--|
| Deposit: \$50.00<br>Date Paid:   | Proof of Liability Insurance Provided:<br><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> not needed                             |
| Copy of Reservation to PW<br>Director on Date: _____                               | Additional applications included:<br><input type="checkbox"/> Sound <input type="checkbox"/> Road <input type="checkbox"/> Banner <input type="checkbox"/> Alcohol |
| Inspection Form Returned: <input type="checkbox"/> Yes <input type="checkbox"/> No | Refund:<br><input type="checkbox"/> Full <input type="checkbox"/> Partial Forfeit <input type="checkbox"/> Check Requisition                                       |
| Deposit Returned to: _____ Date: _____   |  |

# Park and City Facility Rules and Agreements

## Rules

1. Reserving the amphitheater or other city property does not provide exclusive use of the park. The surrounding park grounds and paths shall remain open and available to the public at all times.
2. A deposit must be received with the application. The deposit will be returned only after the City verifies that the City facility has been cleaned and left damage-free.
3. Any group/user creating damage or leaving the surrounding park or facility without cleaning the premises will forfeit the deposit and may be billed for additional clean-up and/or repair costs incurred by the City.
4. Reservations are made through Veneta City Hall on a first-come-first-serve basis.
5. If an issue arises with the facility during business hours M-F 9:00am - 5:00pm you can contact City Hall by calling 541-935-2191. If an issue arises after 5:00pm, call the Lane County Sheriff's Dispatch at 541-682-4141 and they will contact the on-call City staff. If there is a medical emergency please dial 911.
6. Tobacco and marijuana use is prohibited in or within 10 feet of the boundary of City parks.
7. Glass containers are prohibited in City parks.
8. Consuming alcoholic beverages in or upon any street, park, or other City property without a City permit is prohibited.
9. Events that wish to have alcohol must complete an alcohol permit application and receive approval from the city.
10. Amplified sound is permitted in accordance with VMC 9.20 and for City Park there is a special Noise Variance V-3-21 in effect for events that may take place at the amphitheater.

## Agreements

1. NOTICE—Oregon law (ORS 105.682 et seq.) provides that the owner of land is not liable in contract or tort for injury or death or property damages that arise out of the use of the land for recreational purposes. That immunity from liability does not apply if the owner of land charges a fee for permission to use the land. The fee charged for the use of the facility listed on this form is for the cleaning or repair of the facility only. Any use of property located outside of the facility is not subject to charge, and therefore, the City of Veneta is not liable for any injury, death, or property damage arising out of such use of property for which no specific charge has been made.
2. Applicant/Organization hereby expressly assumes all such risks of injury, loss, or damage to the City or to any related third party, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of City of Veneta, its officers, its employees or by any other cause.
3. Applicant/Organization further hereby exempts, releases, and discharges City of Veneta, its employees or agents from any and all claims, demands, and actions for such injury, loss, or damage to the City or to any third party, arising out of or in any way related to the above-described event, whether or not caused by the act, omission, negligence, or other fault of City of Veneta, its officers, its employees, or by any other cause.

4. Applicant/Organization further agrees to defend, indemnify and hold harmless City of Veneta, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, court costs, and attorneys' fees, including those arising from any third party claim asserted against City of Veneta, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by our act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of City of Veneta, its officers, its employees, or by any other cause.
5. Applicant/Organization hereby acknowledge and agree that said Rules and Agreement extends to all acts, omissions, negligence, or other fault of City of Veneta, its officers, and/or its employees, and that said agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Applicant/Organization understand and agree that by signing the Park & City Facility Reservation Application that the release and indemnification agreement shall be governed by the laws of the State of Oregon, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts located in Lane County, Oregon.
7. This release and indemnification agreement shall be effective as of the date or dates of the applicable reservation as stated on the Park & Facility Reservation Application, shall continue in full force until the responsibilities hereunder are fully discharged, and shall be binding upon the Applicant/Organization, its successors, representatives, heirs, executors, assigns, and transferees.