

# EVENTS AGREEMENT for CAPITOL GROUNDS

(Event Sponsored by a PRIVATE, NON-PROFIT, or PUBLIC ENTITY)

***APPROVAL IS CONTINGENT UPON RECEIPT OF THIS COMPLETED AND SIGNED AGREEMENT.***

Event/Function: \_\_\_\_\_

Event Date: \_\_\_\_\_ Begin: \_\_\_\_\_ and End: \_\_\_\_\_ am/pm.

Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Res. Phone: \_\_\_\_\_

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

The State of Oregon, acting by and through the Department of Administrative Services, hereinafter referred to as STATE, and \_\_\_\_\_ hereinafter referred to as USER, agree as follows:

(User's custody begins the moment the User takes possession and ends when the State regains possession.)

User has requested the following premises: \_\_\_\_\_

Detailed description of User event: \_\_\_\_\_

Expected number of participants: \_\_\_\_\_

- User has approvals from any involved state agencies.
- User guarantees non-interference with the business of the state.
- In consideration for use of the described premises, the User agrees to be responsible for any physical damage or loss, ordinary wear and tear excepted, to described premises, due to its official actions while occupying the premises.
- User is an independent entity and is not an officer, employee or agent of the State as those terms are used in ORS 30.265.
- User shall indemnify, defend and hold harmless the State, Department, its officers, agents and employees from all claims, suits, or actions of any nature arising out of the use of the property by the User, its officers, subcontractors, agents, employees or invitees.
- User shall obtain, at User's expense, and keep in effect during the term of the agreement, General Liability Insurance covering bodily injury and property damage. This insurance shall include contractual liability coverage for indemnity provided under this agreement. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. As evidence of his coverage, the User shall furnish a Certificate of Insurance to the State prior to its approval of this agreement.

\_\_\_\_\_Applicable \_\_\_\_\_Non-Applicable (Determined by the State)

**USER AGREES TO:**

1. Meet all requirements of the applicable health and safety authorities in any food preparation, storage, heating, or cooking. Those authorities may include City and State Fire Marshals, County and State Health Departments and others. Likewise, the USER shall obtain all permits and comply with all laws for any activity they sponsor or permit in connection with their event.
2. Not allow flammable or noxious fuel to be used or placed within 200 feet of any state office building.
3. Not serve nor bring alcoholic beverages on state premises.
4. Banners, signs, or other items should be free standing, placed on easels, or attached to tables. Awnings or tents shall be ballasted with no stakes.
5. Provide sufficient garbage/trash containers and pick-up all event debris by close of activity. Overflow garbage/trash at permanent mall trash containers is to be disposed of by event user.
6. Not throw confetti types, rice, or birdseed.
7. Provide set-up and take-down of tables, chairs and/or event equipment.
8. Not block sidewalks, transit lane, building entrances, fire lane or exits.
9. Obtain a permit from Capitol User Services at (503) 986-1384 if the event involves the Capitol Building or its steps and send a copy to this office.
10. Understand that background noises may be prevalent since this is a public area.
11. Not place chairs, tables, tents, podiums, etc. on the lawns unless approved in advance.
12. Shall not permit any overnight camping, or overnight use of the Capitol Mall grounds or parks.
13. Obtain a permit from the City of Salem if the event involves city streets (temporary closure, blocking parking spaces, etc.) and send a copy to this office.
14. Not bring any vehicle in the parks. (Loading and unloading is allowed from the transit lanes on the Capitol Mall Plaza for a brief period of time. If requested, partial blockage of lanes may be approved on special occasions provided there is emergency vehicle access.)
15. Secure electrical cords safely to the ground to prevent accidents. (Electricity is available at the gazebo and at the base of most light poles on the Capitol Mall Plaza.)

**ANSWER THESE QUESTIONS - PLEASE PRINT**

Do you desire the Capitol Mall Plaza, “Wall of Water” fountain off \_\_\_ or on \_\_\_? **NOTE: DUE TO WINDY CONDITIONS OR MECHANICAL PROBLEMS FOUNTAINS MAY NEED TO BE OFF.**

Will alternative parking arrangements be necessary to accommodate the participants? Explain: \_\_\_\_\_

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Will food be sold? (Proper permits and health certificates must be received from the City of Salem and Marion

County Health Department.)  Yes  No Food/Vendors: \_\_\_\_\_  
Permit attached:  Yes  No.

Will you be using an amplified sound system? (If yes, it must be at a volume which does not disrupt the work of employees in the Capitol Mall area or nearby neighborhoods.) A noise variance may need to be obtained from the City of Salem at (503) 588-6256.  Yes  No Permit attached:  Yes  No

Will you be using equipment that requires electricity? If yes, indicate what type. (Circuits are limited to handle 20 amps each.)  Yes  No Type: \_\_\_\_\_

What arrangements have been made for restrooms and drinking water? (Specific requirements can be obtained from the Marion County Health Department.) \_\_\_\_\_  
(Arrangements must be made for removal of all port-a-potties on grounds by closing of event activities.)

Have you made any provisions for security during the activity? If yes, what has been arranged, including who, how many, and other pertinent information \_\_\_\_\_

Depending on the size of the activity, first aid and information booths may be necessary. Have any plans been made?  Yes  No Please explain: \_\_\_\_\_

\* \* \* \* \*

This agreement may be terminated prior to the end of the agreement period by either party upon ten (10) calendar days notice in writing to the other party. Notice does not start until receipt of notice. Immediate termination is allowable for violation of terms of agreement.

**Any costs to the State, which result from this function, will be billed to USER.**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
State of Oregon, Department of Administrative Services

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
USER

**RETURN SIGNED/COMPLETED FORM TO:** EVENT AGREEMENTS  
DAS-Facilities Division/O & M  
1240 Ferry St. SE  
Salem, OR 97301-4288  
Phone: (503) 378-3664 Fax: (503) 373-7111  
Attn: Marcia Howell

**IN THE EVENT OF AN EMERGENCY  
CALL CAPITOL MALL PATROL OFFICE AT (503) 986-1122.**