



HOLD HARMLESS AGREEMENT

For Use of EWEB's River Edge Public Plaza

Instructions: Complete and Sign the form. Event organizers are required to submit completed forms to EWEB Facility Maintenance (FacilityMaintenance@eweb.org) at least 5 business days prior to the event.

Date and time using EWEB's River Edge Plaza:

Date: / / - Beginning Time: AM PM Ending Time: AM PM

Applicant / Responsible Party:

Authorized Representative (*if completing on behalf of an Organization*):

Address:

City:

State:

Zip:

Phone Number (*with area code*):

Email:

Conditions for Use

The River Edge Public Plaza is a public place for enjoyment of all. It cannot be reserved and must remain open to the public until 11 p.m. each day, except for closures related to public safety. Any use by organized groups must not infringe upon public access.

1. The River Edge Public Plaza is available for community events excluding for profit commercial use.
2. Organizations or groups using this area must complete this Hold Harmless Agreement and review these Conditions of Use. Applicants are required to submit completed forms at least 5 business days prior to the event.
3. EWEB parking spaces are not available for use by event participants between 6 a.m. and 6 p.m., Monday through Friday, unless the event falls on a recognized holiday.
4. EWEB does not provide furniture or audio/visual equipment.
5. Activities that pose a threat to public safety or damage the plaza are prohibited.
6. Discharging of firearms, possession of weapons of any kind and/or use of fireworks is prohibited.
7. Motorized vehicles are not permitted in the plaza, unless otherwise authorized.
8. Consumption of any alcoholic beverages or illegal substances is not permitted.
9. Use of tobacco, including cigarettes, pipes, electronic cigarettes and smokeless tobacco, is prohibited.
10. Battery or vehicle operated noise producing devices that disturb other park users are prohibited, as are other noise disturbances interfering with the working environment of EWEB headquarters.
11. Engaging in any activity or conduct which is disruptive or interferes with the enjoyment of the plaza by others is prohibited.
12. The event organizers shall be expected to clean up the site after use. If required, event organizers should arrange for garbage cans, trash removal and portable toilets.
13. Putting soap, dye or any other foreign substances in the fountain is strictly prohibited.
14. **The event organizers shall ensure compliance with applicable permitting and/or Health & Safety regulations.**

Insurance Requirements

If any of the following criteria apply to your event, liability insurance will be required (please check all that apply):

Is the event advertised as a public event?

Is there a fee for participation?

Is the anticipated attendance in excess of 500 people?

If insurance is required for your event, please complete and include the attached Exhibit A: Insurance Requirements and provide a Certificate of Insurance with your application.

The Responsible Party assumes all responsibility for any and all risks of damage or injury arising from or relating to Responsible Party's use of the Permitted Facilities and surrounding area. As a condition for use of the Permitted Facilities, the Responsible Party hereby waives, releases and discharges EWEB, including its elected and appointed officials, employees, agents and volunteers, from any and all liability for property damages, personal injury, death, disability, property theft, or other actions of any kind which may occur on or areas accessible through the EWEB property. Responsible Party agrees to indemnify and hold harmless EWEB, its elected and appointed officials, employees, agents and volunteers from any and all liability or claims made by other individuals or entities as a result of or relating to the use of these EWEB facilities.

The undersigned represents that they are authorized to submit this application on behalf of the Responsible Party, whether the application is for an individual, group or entity, and shall provide proof of authority to the satisfaction of EWEB upon request.

Signature

Date



Eugene Water & Electric Board

500 East 4th Avenue/Post Office Box 10148
Eugene, Oregon 97440-2148
541-685-7000
www.eweb.org

**Exhibit A – Insurance Requirements for
the Use of EWEB Property**

RESPONSIBLE PARTY INFORMATION:

Name: _____

Authorized Representative: _____

Address: _____

Phone: _____

Email: _____

Date(s) of Use: _____

Property: _____

INSURANCE

Responsible Party will carry the following required insurance during the date(s) listed above, at its own cost and expense:

COMMERCIAL / GENERAL LIABILITY

Responsible Party will obtain, at Responsible Party's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. Combined single limit per occurrence shall not be less than \$1,000,000. Each annual aggregate limit shall not be less than \$2,000,000.

AUTOMOBILE LIABILITY

Responsible Party will obtain, at Responsible Party's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent.

WORKERS' COMPENSATION

All subject employers working under this contract are either employers that will comply with ORS 656.017 which requires them to provide Oregon workers' compensation coverage that satisfies Oregon law for all their subject workers, or employers that are exempt under ORS 656.126. [2003 c.794 §76c] In addition, Responsible Party will obtain, at Responsible Party's expense, and keep in effect during the term of this contract, Employers Liability insurance with a limit of not less than \$1,000,000.

CERTIFICATES OF INSURANCE

As evidence of the insurance coverage required by this contract, Responsible Party will furnish Certificate(s) of insurance to EWEB, prior to commencement of this agreement. The insurance coverage required under this contract will be obtained from insurance companies or entities having a minimum financial rating of A.M. Best's Key Rating A-; VII or higher. Responsible Party will be financially responsible for all deductibles, self-insured retention and/or self-insurance included hereunder.

ADDITIONAL INSURED

The Commercial General Liability and Automobile Liability insurance coverage required for performance of the contract shall include EWEB, its' divisions, officers, and employees as Additional Insured but only with respect to Responsible Party's activities to be performed under this agreement.

WAIVER OF INSURANCE REQUIREMENTS

Responsible Party's failure to provide certificates of insurance as specified herein and/or in the manner specified herein does not constitute a waiver of the insurance requirements. Any waiver of the insurance requirements will only be made in writing.