



As set forth in Ordinance #936 with fees defined in Resolution #975, alcohol consumption may be allowed by permit only in any City owned and/or operated public space upon payment on and approval of this special event (temporary) application.

Applicant Contact (if Partnership or Corporation, please attach additional contact sheet)

_____	(____) _____
Print Name	Preferred Telephone Number
_____	Email: _____
_____	(____) _____
Address	Additional Contact Number

Event Information and Mandatory Criteria

Event date: _____ Number of people anticipated to attend: _____

Describe the event to be held for which you would like to provide alcohol:

_____.

Insurance Company Name _____ Policy Number _____

OLCC Servers Name _____ Server Permit Number _____

Event Hours: _____ Requested Alcohol Service Hours: _____

Have you ever possessed a license to sell alcoholic beverages? NO YES (attach sheet of names/locations)

Indicate the location(s) for which this application will apply:

Dunes Meadow Park Centennial Garden Park City Beach/Dune Land Other: _____

Is the event private, or open to the general public?

Please respond to the following criteria in the spaces provided. Attach additional sheets of paper where necessary.

The City will approve or deny this application based on your responses.

1. Identify the public benefit to be gained by allowing alcohol and identifying how the proceeds of the event, if any, will be used. REMINDER: If you wish to sell alcohol at your event, you must obtain a temporary sales license/permit from the Oregon Liquor Control Commission.

2. Identify the proposed confined alcohol serving and consumption area and methods of boundary control.

3. Define event security to be provided to avoid consumption outside defined boundaries, consumption by intoxicated guests, and consumption by minors.

Permit Fees

Damage and cleaning deposits are based upon attendance and type of event. In order to qualify as a private party event, the general public must not be invited and no flyers or advertisements may have been made.

Private Party (up to 50 people)	\$25.00 per event application, per day
Private Party (51-250 people)	\$25.00 per event application, per day
Private Party (more than 250 guests)	\$25.00 per event application, per day
Public Event	\$25.00 per event application, per day

Conditions of Use

If this application is approved, the applicant shall:

1. Agree to use a licensed server(s) and comply with any applicable OLCC regulations;
2. Not use glass beverage containers for personal consumption (not to be construed to prohibit bottles of wine);
3. Not serve, sell, consume, possess, or use distilled liquor unless an OLCC special events permit/temporary sales license has been obtained;
4. Arrange for and pay for removal of trash generated by the event;
5. Obtain event insurance and provide evidence 5 business days in advance of the event of coverage in the amount of \$5,000,000 per claim, naming the City as an additional insured;
6. Pay the permit fee at the time of submission, unless a longer time is approved by the City Council and authorized by the City Administrator;
7. Sign a liability waiver, indemnity, defense, and hold harmless agreement on a form prescribed by the City Administrator (attached hereto and incorporated herein by reference);
8. Obtain a Noise Permit from the City if event sound levels are anticipated to reach over 50 dBA between 10:00 p.m. - 8:00 a.m. or over 60 dBA between 8:00 a.m. - 10:00 p.m.
9. Provide alternative non-alcoholic beverages;
10. Cease all alcohol service by the time requested on this application unless otherwise noted as a condition below;
11. Provide food items; and
12. Comply with any other conditions the City deems prudent.

Liability Waiver/Service Agreement

I HEREBY FULLY RELEASE AND DISCHARGE THE CITY OF GEARHART, ITS EMPLOYEES, OFFICERS, OFFICIALS, VOLUNTEERS, AGENTS AND INSURERS (COLLECTIVELY, THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, AND CAUSES OF ACTION FROM INJURIES OR ILLNESS (INCLUDING DEATH), PROPERTY DAMAGES OR LOSS WHICH MAY BE ASSERTED BY ANYONE WHICH IN ANY WAY ARISE FROM, DURING, OR IN CONNECTION WITH THIS USE OF THE CITY'S PROPERTY FOR THIS EVENT OR THE SERVICE OF ALCOHOL AT THE EVENT BY ME, OR MY GUESTS, INVITEES, OR LICENSEES. THIS RELEASE INCLUDES BY WAY OF EXAMPLE AND NOT LIMITATION, ANY RISKS THAT MAY ARISE FROM NEGLIGENCE OR CARELESSNESS ON THE PART OF THE RELEASED PARTIES, FROM DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY THE RELEASED PARTIES.

I shall be in charge of the event and will be present at the event. I shall be responsible for the clean-up of the area and repair of damage to equipment or facilities and replacement of any theft. I agree that I have read and shall abide by the conditions noted on this application.

Signature of Applicant

Date

Print Name

For Office Use

Approved

Police Department (if called to review) Date

Approved with conditions: _____

Not Approved; Reason: _____

By: _____
City Administrator

Date: _____