

**City of Oroville  
Vendor Seasonal Park Use Agreement**

**Park Requested**

Park Name: \_\_\_\_\_

Area requested: \_\_\_\_\_

*It is the user's responsibility to rope off the portion that is to be used privately.*

*Seasonal Park Use Agreement must list the date range requested for the current year.  
\$20.00 per day use fee must be paid for each date requested.*

**Vendor Information**

Contact Name: \_\_\_\_\_

Company: \_\_\_\_\_

Mailing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Use Information**

Date Range Requested: \_\_\_\_\_

Please provide us with a detailed description of your use:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Agreement for Vendor Seasonal Park Use  
With Indemnity, Release and Hold Harmless Provisions  
(with Insurance Provisions)**

For and in consideration of the City of Oroville authorizing Vendor Seasonal Park Use pursuant to a request submitted, it is hereby agreed as follows:

1. All litter created by Vendor shall be properly disposed of and the area shall be left in a neat and clean condition.
2. The City of Oroville, its officers, agents and employees are hereby knowingly released and discharged from any and all claims, actions or judgments that the Vendor may have or claim to have against the City of Oroville, its agents, officers and/or employees created or in any way arising out of the use of said City park premises.
3. The undersigned Vendor agrees to maintain in full force and effect, at its sole cost and expense and at all times during the use of said City park, a liability insurance policy to cover all liabilities for said activities in or about the City park facilities in an amount of not less than \$1,000,000. This liability policy shall name the City as an additional insured and shall cover all of the activities of the undersigned Vendor while in or about the park facilities and/or any activities that are related or arise out of the use of said City park in any manner, and, in addition thereto, the undersigned Vendor agrees that it will at all times assume liability for all activities in or about the City park facilities and the Vendor agrees to at all times hold the City of Oroville not liable for any liability that might arise out of or be connected with the use of the City park or in or about the City park facilities. If any liability does arise, the undersigned Vendor will defend the City, if any action be brought against the City, at the expense of the undersigned Vendor, and the undersigned Vendor will satisfy any judgment or judgments that might be rendered against the City if any is rendered, and will hold the City not liable on any judgment or judgments.
4. This agreement has been carefully and fully read by the undersigned and the undersigned fully understand its terms and conditions and this agreement is voluntarily executed and delivered the day and year written below and the undersigned reaffirm to the City that he or she has the full power, authority, capacity and right without limitation to bind the named Vendor and to execute this document for and on behalf of the undersigned Vendor for the intended purpose set forth herein.

*I have reviewed the City of Oroville Park Use policies and rules and agree to abide by the terms listed. I understand that it is my responsibility to submit any required supportive documents with this agreement, which includes proof of insurance and proof of Department of Health License to the City. I assume responsibility for any damage caused or any excessive clean up needed. I hereby make application to the City of Oroville for use of City facilities and certify the information given in this agreement and supporting material is correct. The Vendor agrees to indemnify and hold harmless the City or its officers, agents, employees, from any loss, suit, or claims of any kind or nature, directly or indirectly related to or connected with any of the above activities.*

**Vendor Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

This completed Agreement for Vendor Seasonal Park Use and appropriate fees/forms may be submitted by mail or in person at City Hall. The Agreement will then be presented to the Oroville City Council for consideration.

Please make checks payable to: City of Oroville.

The items listed below must be submitted AT LEAST FIVE DAYS PRIOR to the request date, with your agreement, as applicable.

- \_\_\_\_\_ Signed Agreement Form
- \_\_\_\_\_ Vendor Use Fee - \$20.00 per day
- \_\_\_\_\_ Proof of Insurance
- \_\_\_\_\_ Proof of Department of Health Approval

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**For City Use Only:**

Date considered by the Oroville City Council: \_\_\_\_\_

**APPROVED AS PER PARK USE REGULATIONS**

Date \_\_\_\_\_ Mayor Signature \_\_\_\_\_

**For City Use Only:**

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Date Requested \_\_\_\_\_

Receipt # \_\_\_\_\_ \$ \_\_\_\_\_ Date paid \_\_\_\_\_

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Date Requested \_\_\_\_\_

Receipt # \_\_\_\_\_ \$ \_\_\_\_\_ Date paid \_\_\_\_\_

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Date Requested \_\_\_\_\_

Receipt # \_\_\_\_\_ \$ \_\_\_\_\_ Date paid \_\_\_\_\_

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Date Requested \_\_\_\_\_

Receipt # \_\_\_\_\_ \$ \_\_\_\_\_ Date paid \_\_\_\_\_

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Date Requested \_\_\_\_\_

Receipt # \_\_\_\_\_ \$ \_\_\_\_\_ Date paid \_\_\_\_\_

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Date Requested \_\_\_\_\_

Receipt # \_\_\_\_\_ \$ \_\_\_\_\_ Date paid \_\_\_\_\_

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Date Requested \_\_\_\_\_

Receipt # \_\_\_\_\_ \$ \_\_\_\_\_ Date paid \_\_\_\_\_

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### **Parks—General rules.**

The following general rules shall apply within any of the existing or future City parks, presently including but not limited to, Oroville City Park, Centennial Park, Osoyoos Lake Veterans Memorial Park, Deep Bay Park, Henry Kniss Park, Bud Clark Ballfields, Madelline Wells Park, Reader Board Triangle Park, Welcome Triangle Park, and the soccer fields:

A. It is unlawful to scatter, leave, break or strew any bottles, glass, paper, garbage or debris, or throw the same into any natural water body from any park, dock or facility, or deposit the same in any place other than designated trash receptacles provided for that purpose.

B. It is unlawful to damage, deface, mar, or destroy any park equipment or facility.

C. It is unlawful to cut, damage or destroy any park trees, shrubs or plants, including grass, unless done so by authorized park personnel.

D. It is unlawful to consume any beer, wine or intoxicating liquor in any park or have possession of any open container of beer, wine or intoxicating liquor in any park other than Osoyoos Lake Veterans Memorial Park where such activity is allowed in campsites and picnic areas of the day use area in an inconspicuous manner. Absolutely no alcohol is allowed on the swimming beach. The city council may approve conditional permits to serve alcoholic beverages by organized groups at any park for events upon formal application to the city in advance.

E. Animals in Parks.

1. All dogs or other animals must be on a leash as required in accordance with Chapter 7.04 of this code, as it exists now or is hereafter amended, except that non-resident dogs associated with visits two weeks or less are not required to purchase a license. Dogs and other animals are prohibited on all designated swimming beaches.

2. It shall be unlawful for the owner or person having charge of any dog or other animal to permit, either willfully or by failure to exercise due care, such animal to commit a public nuisance by defecating in any area of the city other than the premises of the owner or person having charge or control of the animal, unless said owner or person having charge takes immediate steps to remove and properly dispose of said feces.

3. It shall be unlawful for the owner or person having charge of any dog or other animal, to take said dog or animal off the private property of said person without having in the possession of the owner or person having charge of the dog or animal, a proper means of disposal for the feces of the dog or other animal.

4. "Disposal" is defined, for purposes of this section, as the removal of feces by means of a bag, scoop or other device and an eventual disposal at a trash receptacle, by burying or by other means of lawful disposal.

5. Pets and domestic animals may not be allowed to dig or otherwise disturb or damage the natural or cultural features of any city park area.

6. The provisions of this subsection shall not apply to blind persons who may use service dogs as guides.

F. It is unlawful to drive or park any vehicle on the grass in any park, except in specifically on designated roadways and in designated parking areas; provided, that this provision shall not apply to emergency

vehicles, park maintenance vehicles, or vehicles driven or parked on park grass when directed by an authorized representative of the city.

G. No person shall operate a vehicle within the boundary of any city park in excess of the posted speed, nor shall the owner or operator of any vehicle block the entrance or exit to the park, or designated boat launch areas.

H. All parks with access to water are designated as "swim-at-own-risk" facilities and shall be appropriately posted, "no life guard on duty" so as to notify the general public of such designation.

I. It is unlawful to disturb the peace of others using the park and park facilities including the loud use of profanity.

J. It is unlawful to remain in any park after the posted closing time except for campers where camping is approved.

K. It is unlawful to violate quiet hours in parks where camping is approved. Quiet hours shall commence at ten p.m. each evening and continue until six a.m. the following morning.

L. It is unlawful to use, carry or deposit any glass receptacle or container of any kind in or on the beach access and children play areas of the parks.

M. Loitering, prowling and vagrancy are unlawful in or around the restrooms and shower building in city parks.

N. Launch fees are required at Deep Bay and Osoyoos Lake Veterans Memorial Park and may be paid in deposit box at site, or an annual permit may be purchased at Oroville City Hall. Fees are to be set by resolution of the city council. Boats must be removed from water for overnight storage, as moorage is not provided.

O. Except for permission by the city council granted for special events, it is unlawful to camp overnight in any portion of any park except Osoyoos Lake Veterans Memorial Park.

P. In Osoyoos Lake Veterans Memorial Park the following camping rules apply:

1. A camping receipt must be displayed in front window;
2. Occupation of a space is limited to ten days;
3. One RV or trailer per space, maximum eight persons per site with allowance for an extra tent, further provided that an extra vehicle permit is required;
4. For tents only: Maximum two tents per camp space, maximum eight persons per site;
5. Tents must be moved every two days to avoid grass damage, and air mattresses and other similar items must be removed from grass each night;
6. Engine-driven electric generators may be operated only between the hours of eight a.m. and nine p.m., and in two hour intervals only; and

7. Camper check-in begins at two-thirty p.m., checkout by one p.m. Early check-in is not allowed.

Q. It is unlawful to start or maintain a fire, except in permanent park facilities provided for that purpose or in a barbeque, hibachi or other freestanding apparatus commonly used for outdoor food preparation purposes.

R. It is unlawful to tease, annoy disturb, molest, catch, injure, kill, throw any object of any kind or strike with any object, any animal, bird, or fowl. It is unlawful to feed any fowl within city parks.

S. Only vehicles, as defined by Chapter 46.06 RCW which require a license and are validly licensed, to operate upon the streets and highways of the state of Washington, and which are operated by a person having a valid license to operate said motor vehicle, are allowed in parking areas and roadways at the city parks. It is unlawful for any person to operate any other vehicle not so authorized, provided, however, that this prohibition shall not apply to vehicles operate on behalf of the city for purposes of maintain and policing the city parks, provided further, for purposes of this section, the exemption from licensing of vehicles described in RCW 46.16.101(5) shall not apply.

T. It is unlawful for any person, without prior written permission from the city, to attach any notice, bill, poster, sign, wire rod or cord to any tree shrub, railing, post or structure within any park.

U. The discharge of any firearm is strictly prohibited in city parks. No fireworks shall be discharged within the park except those types and during those times specifically allowed and permitted, and subject to the conditions set forth in RCW 70.77, as currently exists or amended.

V. Additional rules and policies may be adopted by the city council for the purpose of managing parks within the city by resolution of the council including various fees and charges applicable to park use. All users of the city parks must adhere to all posted regulations and all city ordinances.