



PROPERTY USE APPLICATION

Notes to Applicants – Application and all attachments must be received by the Port of Oswego Authority (POA) at least 30 days prior to event.

Name of Event _____

Name of Sponsoring Organization _____

Name of Organization Representative in Charge of the Event _____

Organization Representative Contact Number _____

Description of Event _____

Event Specifics

Food /Beverage to be served? No Alcohol is to be on State property. If yes, please describe, and any and all necessary arrangements must be made with the Oswego County Health Department.

Parking/Suttles? Please describe.

Miscellaneous Items & Issues – Audio Equipment, Barricades, Fencing, Booths, Trash Receptacles, Portable Restrooms, Tents, Stages. Please describe if applicable.

Identify Port of Oswego Authority (POA) property requesting to be used for Event _____



Number of Volunteers and/or Employees that will be Supplied _____

Date(s) of Event _____

Time of Event Start _____

Time of Event End _____

Date Application Submitted _____

Signature of Applicant _____

Date _____

NOTES

- Charges may be imposed where cleanup of area is not satisfactory. Clean-up of the area is the responsibility of the applicant.
- Proof of Insurance required (to be submitted with application).
- The Port of Oswego Authority (POA) is to be listed as an Additional Insured.
- Hold Harmless Agreement to be submitted with this application.

For Office Use Only

Checklist

Comments

Completed Application Received		
Proof of Insurance		
POA listed as Additional Insured		
Hold Harmless Agreement Submitted		
Property Use & Release Agreement Submitted		

Recommended by Executive Director: _____

Date: _____

Approved by Planning and Development Committee Chair: _____

Date: _____



PROPERTY USE AND RELEASE AGREEMENT

The Port of Oswego Authority (Owner) hereby grants permission to use real property, located at:

to: _____ (Renter/User).

Said permission shall include, but not be limited to, the right to bring personnel, equipment and property onto the Premises, and the right to remove same from the Premises after completion of event. Renter/User agrees not to interfere with Port of Oswego Authority work/use on the Premises.

The Premises will be used, commencing on _____ to and terminating on _____. The Port of Oswego Authority may terminate use with seven (7) day notice to Renter/User if it deems to be in the best interests of the Port of Oswego Authority.

Renter/User agrees to restore the Premises to the condition in which they were delivered, reasonable wear and tear accepted. Renter/User agrees to use reasonable care to prevent damage to the Premises and will maintain standard insurance to protect Owner against claims or demands of any person arising out of personal injuries, death or property damage caused by the negligence of Renters/Users employees, agents or equipment in connection with the use of the Premises. Renter/User agrees to make available to the Port of Oswego Authority copies of its insurance naming the Port of Oswego Authority as an additional insured to covering the period of use. See the Port of Oswego Authority's Terms and Conditions, Insurance Indemnification section for insurance requirements.

The Port of Oswego Authority shall own any and all rights to all photographs and recordings made by Renter/User on or about the Premises, including any photography or recording of any identifying names or signs appearing thereon, and will have the worldwide right to use and license others to use such photographs and recordings in any manner whatsoever, including, but not limited to, the right to exhibit, record, edit and otherwise alter at the sole discretion of the Renter/User such photographs and recordings or any portion thereof, in any form of media whatsoever, without limitation or restriction.

Agreed to by:

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Name: _____

Signature: _____

Company: _____

Address: _____



HOLD HARMLESS AGREEMENT

FOR AND IN CONSIDERATION OF THE GRANT BY

The Port of Oswego Authority to permit and allow, as requested by the undersigned, the undersigned does hereby agree to fully hold harmless, defend and indemnify the **Port of Oswego Authority** and all of its officers, officials, and employees, with respect to all claims, losses, damages, causes of action, judgments, costs and expenses, including reasonable attorney fees, whether or not the same are now known, liquidated, discovered, discoverable or justifiable, which may be asserted, brought or rendered against, incurred or suffered by, and/or imposed upon, the Port of Oswego Authority and/or its officers, officials, and employees, by reason of or arising out of the grant or exercise of the rights stated above granted by the Port of Oswego Authority the undersigned.

Insert information regarding what the activity is, date(s), time, and areas that are affected:

Agreed to by:

Name: _____

Signature: _____

Company: _____

Address: _____