



## PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

# Guidelines for Commercial Activity and Concession Sales within Portland Parks.

**Notice. Beginning January 1, 2011, Concessionaries will be required to use fully compostable food containers and related disposable products, including take away condiment packaging, cups, lids and utensils.**

**Shawn Rogers, Supervisor**

**Customer Service Center**

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*Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.*



**Administration**

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# Guidelines for Commercial Activity and Concession in Portland Parks

## Objective

The objective of permitting concession privileges in parks is to provide the public with access to complementary products and services while generating revenue to support ongoing park programs. These guidelines will be used to determine the specific parks where concessions will be permitted and the types of concessions allowed. Except for these designated parks, concessions are approved and placed where the products or services provided are otherwise not conveniently available. Concession privileges will be granted only when the Director of Portland Parks & Recreation (PP&R) or their designee has determined that the products or services offered will provide an enhancement to the park.

## Description

Concessions are considered to be the privilege permitted to an individual or organization of maintaining an ongoing subsidiary business within park premises.

## Scope

These specifications are intended for application to those concessions permitted and controlled by Portland Parks.

## Applicable City Codes

- 5.33.050 Park Concessions
- 14A.50.040 Conducting Business on Public Property and Public Rights of Way
- 550.550.550 Traffic Regulations
- 20.12.010 Conducting Business or Soliciting Charity
- 20.12.020 Distributing Printed Material
- 20.12.030 Advertising & Decorative Devices
- 20.12.040 Alcoholic Liquor

City Code may be viewed on the internet at [www.portlandonline.com/auditor](http://www.portlandonline.com/auditor).

## Permit Period

Unless specified otherwise, the permit period is from first date of permit through December 31<sup>st</sup> and is limited to the season and hours of operation specified.

## Approved Concession Products and Services

The Director of Parks, with the approval of the Commissioner-in-Charge, shall maintain a list of generally approved types of concessions permitted within Portland parks. All such concessions are subject to requirements of City code and Park policies and are subject to control and conditions of operation as set forth by the Director or their designee. Pre-approved concession products and services include:

- food and beverages for immediate consumption
- fresh cut flowers, maps, umbrellas, sundries
- fitness & training
- music - performance & sales
- sports concessions
- education & instruction
- seed harvesting

Requests to have a different item or service considered for approval shall be submitted, in writing, to the Customer Service Center Supervisor who shall determine whether the item or service conforms to the criteria listed in the following paragraph.

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When choosing which item or service to sell, keep in mind that consideration for approval will be based on the following criteria. All items or services to be sold shall:

- Be vended from a regulation size vending cart, unless otherwise approved by PP&R
- Not lead to or cause congestion or blocking of pedestrian traffic on the sidewalk
- Involve a short transaction period to complete the sale or render the service
- Not cause undue noise or offensive odors
- Be easily carried by pedestrians
- Not directly compete with a like product either sold within or directly adjacent to the park.<sup>1</sup>
- Not harm or encumber park structures, vegetation or other permitted programs, activities or events.

If the item or service does not conform, it shall be listed as prohibited for sale in parks. The decision of the Customer Center Supervisor may be appealed to the Director.

## **Park Categories**

The Director of PP&R, with the approval of the Commissioner-in-Charge, shall maintain a list of approved parks and locations for product sales. Such concessions are subject to requirements of the Bureau of Parks and Recreation and are subject to control and conditions of operation as set forth by the Director or their designee. Each park has been designated as one of the following categories;

Category A: Parks that have significant water features and large hard surface area, high visibility and/ or proximity to a large customer base. (Jamison Square, South Park Blocks at Portland State University, South Park Blocks, Ira Keller Fountain, Waterfront Park, etc.)

Category B: Parks that have significant hard surface features and or high visibility and proximity to customers. (Shemanski Square, Overlook Plaza, Vera Katz Eastbank Esplanade, etc.)

Category C: Designated concession parks.

*You may request a Type C concessions for any park not currently listed on the exempt list. The approval process requires a Concession Review fee.*

Each park may have multiple concession sites within the park. Each concession site within each park may have specific limitations unique to its location.

Appendix A. Approved Vending Locations and Fees.

Appendix B. Exemption list.

## **Concession Vending Apparatus and Facilities:**

The following are the approved concession apparatus that may be approved within Portland Parks.

Type 1: Push Carts. A wheeled cart capable of being moved by one or two operators by hand.

- Limited in size to no more than 6 feet in length, 4 feet in width, and 5 feet in height exclusive of canopy or umbrella.

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• <sup>1</sup> “Adjacent to” is defined as any business whose property directly abuts the park or whose business faces the park on a block directly across the street. Exceptions will be considered for especially large Type A or B parks.

## Guidelines for Commercial Activity and Concession in Portland Parks

- Canopy is limited to 40 square feet with a minimum clearance above the sidewalk or pathway of 7 feet and a maximum height of 10 feet. Carts must be removed daily and can be no larger than 24 square feet in area (4' x 6').
- Carts larger than 24 square feet must be approved by the park supervisor and are charged \$10 for each additional square foot.

Appendix C. Vending Cart design measurements.

Type 2: Non-motorized mobile vending. Provides the concessionaire the ability to travel between and vend at multiple parks under the same permit.

- Permitted in groups of 5 parks per permit the Concessionaire can choose from any available park.
- The fee is \$262.50 for up to and including five parks.
- The vendor is limited to two (2) hours per park per visit with a two (2) hour interim between subsequent visits.
- The concessionaire can purchase multiple groups of parks.
- Concessions selected under a Mobile Concession permit are subject to availability.
- Mobile concessions can be permitted in parks where non-mobile concessions exist as long as the products sold are demonstrably different from the other vendors already permitted in the park. Non-Motorized Vending is excluded from Waterfront Park.

Type 3: Trailers: A non-motorized vehicle licensed for towing on streets and highways being no greater than **36 square feet** in size and no greater than 10 feet tall exclusive of canopy or umbrella.

- The Canopy is limited to 60 square feet with a minimum clearance above sidewalk or pathway of 7 feet and a maximum height of 11 feet.
- Placement of Trailers may be limited in some parks due to the lack of vehicle access or prohibition of vehicles in the park.
- Trailers approved for these specific locations may be required to be placed without the use of a vehicle.
- Trailers must be removed daily and can be no larger than 36 square feet in area (6' x 6'). Trailers larger than 36 square feet must be approved by the park supervisor and will be charged \$10 for each additional square foot.

Type 4: motorized mobile vending A: A motorized vehicle such as a truck, van, or mobile home licensed for use on streets and highways that is equipped for preparing and vending foods, or for vending approved items or services.

- Concession is limited in size to a length no greater than 20 feet and to a height no greater than 12 feet.
- Canopy is limited to 80 square feet with a minimum clearance above sidewalk or pathway of 7 feet.
- Concession must be removed daily. Concessions must use designated parking or secure approval of Park Maintenance Supervisor for alternate location.

Type 5: motorized mobile vending B: A motorized vehicle such as a truck, van, or mobile home licensed for use on streets and highways that is equipped for preparing and vending foods, or for vending approved items or services.

- Concessions is limited in size to a length no greater than 30 feet and to a height no greater than 12 feet.
- Canopy is limited to 80 square feet with a minimum clearance above sidewalk or pathway of 7 feet.
- Concession must be removed daily. Concessions must use designated parking or secure approval of Park Maintenance Supervisor for alternate location.

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## **Additional Concession types:**

Type 6: Docking: The City of Portland has several locations available for docking commercial vessels.

- Commercial use of any Portland Parks & Recreation dock requires a permit.
- Permits may be obtained at the Customer Service Center (503) 823-2525 between the hours of 8:30am to 5:00pm Monday through Friday.
- Commercial docking includes everything other than the docking of private vessels for recreational use.

Appendix D1. – Commercial Docking.

Appendix D2. – Commercial Docking Permit Application.

Type 7: Education, Fitness & Tours: Provides the Concessionaire the ability to provide education and training classes and or instruction within parks. The services may include programs and services such as educational instruction, fitness training, tours, daycare, ti chi, etc.

- The Concessionaire is charged an hourly fee determined by the average number of students or participants; 1-19 or 20 and above.
- These concessions need not book specific reservable locations within a park such as shelters and fields to operate.
- However, the concession is required to vacate any location previously permitted to someone else.

Appendix E1. Education, Fitness & Tours

Appendix E2. Education, Fitness & Tours Concession Application

Type 8: Music: Provides the concessionaire the ability to play and sell their music on Park property.

- Music concessions are issued under park category fees.
- Music concessions are subject to all Noise variance and compliance regulations.
- Personal application devices are limited to no greater than 50db at 100' from the source and require pre-approval of the Park Maintenance Supervisor.
- No Music concession will be permitted for more than 4 hours in duration per day.

Appendix F1. Music Concessions.

Appendix F2. – Music Concession Application.

Type 9: Sports Concession – Daily / Seasonal: Provides the Concessionaire the ability to place a temporary concession adjacent to designated sports facilities within parks. These concessions are placed near a leagues game field/s and provide the concessionaire the ability to sell food, beverages and club or league related sports clothing and items.

- The Concession must be affiliated with the league holding the permit for that facility and all monies go to the league or club providing the service.
- Additional sport concessions may be permitted in a park permitted facility with the approval of Parks and the current concessionaire.

Daily:

- A table or cart that is placed at permitted game sites on a daily basis.
- If a table or stand is permitted, it must be removed from the permitted facility each day following the end of their last permitted game.

Season:

- A trailer placed at their primary game site at the beginning of the season and removed on or before the last permitted date.

Appendix G1. Sports Concessions.

Appendix G2. Application for Sports Concession in a Park.

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Type 10: Harvesting: Provides the Permittee the limited ability to harvest seeds such as acorns, ginkgo and cuttings from Portland Parks and Natural areas on a limited basis.

- The permit requires approval from the park/s City Nature supervisor/s.
- This permit does not provide the Permittee the authorization to climb trees or shrubs within the park.
- Additional conditions of use may apply depending on the location, vegetation type and species.
- All Special Use guidelines apply.

Appendix H. Harvesting Concession Application.

## General Concession Requirements

### Liability Insurance

The Concessionaire is required to maintain liability insurance as specified by the City in the following paragraphs. A sample Certificate of Insurance with required Endorsement is included in Appendix B.

- The Concessionaire shall maintain public liability, products liability, and property damage insurance that protects the Concessionaire and the City and the City's officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Concessionaire's operations under this Agreement. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence involving property damages; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the City and the City's officers, agents, and employees. The insurance shall provide that the insurance shall not terminate or be canceled without 30-day written notice first being given to the City Auditor and the Parks and Recreation Customer Service Center. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insured liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insured on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement.

- The Concessionaire shall maintain on file with the Parks and Recreation Customer Service Center a certificate of insurance certifying the coverage required. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

### Workers' Compensation

The Concessionaire shall meet the City of Portland's Workers' Compensation Insurance Requirement in the following way:

- The Concessionaire shall obtain workers' compensation insurance for all of its workers and employees either as a carrier-insured employer or as a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this permit is executed. If the Concessionaire or the Concessionaire's workers either are defined under that Chapter as non-subject workers, the Concessionaire shall elect and obtain workers' compensation insurance under ORS 656.039 before this permit is executed. It shall be the responsibility of the Concessionaire to obtain workers' compensation insurance covering any person performing any service or work under the permit. A certificate of insurance, or copy thereof, shall be

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attached to the Concession Permit as Exhibit “C” and shall be incorporated into the Permit and made a part of the Permit. The Concessionaire shall further agree to maintain this workers’ compensation insurance coverage throughout the duration of the Permit.

- In the event the Concessionaire’s workers’ compensation insurance coverage expires during the term of the permit, the Concessionaire shall agree to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Concessionaire shall agree to provide the City of Portland such further certification of workers’ compensation insurance as renewals of said insurance occur.

### **Independent Contractor Status**

- The Concessionaire and its employees will not be employees of the City of Portland and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers’ compensation, unemployment compensation, and retirement benefits.
- The Concessionaire is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to Concessionaire’s activities.

### **Indemnification**

The Concessionaire shall hold harmless, defend, and indemnify the City and the City’s officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of the aforementioned arising from the Concessionaire’s operation under the Permit. Appendix I: Additional Insured Endorsement.

### **Fire Bureau Inspection and Permit**

All concession units using a propane appliance-fuel system are required to obtain the Fire Bureau’s Propane Permit before use under the terms of the concession permit. A permit shall be obtained from the Fire Marshal prior to the use of the cooking propane system. Fire Marshal’s Office is located at 55 SW Ash, Third Floor. Propane Permits must be on file at the City Auditor’s Office before operation. A sample Propane Permit is included in Appendix B.

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## Fire Bureau Regulations

Fire Bureau Requirements for the use of Propane Cooking Devices:

\* All food vendors using propane shall have their current propane permit obtained from the Portland Fire Marshal's Office posted in a visible location in each booth/cart.

### Fuel Cylinders:

- All equipment used in the appliance fuel system shall be approved for Liquid Petroleum Gas LPG use.
- Shall be limited to enough propane to last for one day's usage.
- Shall be protected from physical damage.
- Cylinders larger than 5 gallons shall be secured to prevent falling or being knocked over.
- If in a pushcart or mobile stand, the tank shall be outside of the cart in a vented compartment.
- Propane valves shall be easily accessible.
- Shall be used as designed (cylinders designed for vertical use shall not be laid down when being used).
- Located far enough from flame or spark producing devices to not heat the cylinders.
- Hose shall be protected from physical damage. Hose connections shall be of an approved LPG type.
- No Teflon tape on any connections. Connections are designed to have metal to metal contact.
- Regulator to be on each cylinder. Can manifold 2 cylinders together into one regulator. Hose from regulator not to be more than two feet.
- No splices in supply lines.
- No more than enough supply hose to run from appliance to cylinders.
- Only approved propane clamps are to be used on supply lines. No aviation clamps, etc.
- All propane cylinders shall not be stored or used in buildings or enclosed structures.
- All cylinders shall have collars around the valves and shall be in good condition with current hydrostatic test date stamp on cylinder.
- Propane cylinders are not to be tied/placed together with CO2 cylinders.
- Food booths located in their own separate tent structures may have propane bottles inside their tent structure provided that the side and back walls of the tent structure are raised six feet off of the floor or ground, whichever is higher.
- All cylinders shall be equipped with the new (OPD) or Over Flow Protection type valves. Old type tanks will not be allowed.

### Appliances and Devices:

- Each cart, cooking booth or installation is required to have one 2A-10BC or higher rated fire extinguisher. If cooking utilizes a deep fryer the vendor is required to have one K Class fire extinguisher. All fire extinguishers are to bear a current servicing tag that is current within one year from a certified fire extinguisher company.
- Appliances and devices shall be approved for LPG use.
- There shall be at least one-foot clearance between appliances and combustibles.
- Any LPG burning appliance or device whose flame is not visible while operating shall be equipped with approved automatic devices to shut off the flow of gas to burners and pilots in the event of flame extinguishment or combustion failure.
- Fuel supply to appliances shall be turned off at the cylinder when the appliance is not in use or during the changing of cylinders.

For further information, call the City of Portland Fire Marshal's Office at 823-3700 weekday between 7:30 a.m. and 5:00 p.m.

### Licenses, Fees, and Compliance with Laws and Regulations

The Concessionaire shall obtain all necessary licenses and permits and pay all fees required to operate such concession and shall comply with all federal, state, and local laws and regulations applicable to such



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operation. Concessionaire must have a City of Portland Business License or have received an exception, which may be obtained from Bureau of Revenue, 111 SW Columbia, Suite 600, Portland, OR 97201-5840, telephone 503-823-5157.

### General Conditions of Use

**Notice. Beginning January 1, 2011, Concessionaries will be required to use fully compostable food containers and related disposable products, including take away condiment packaging, cups, lids and utensils.**

- Concessionaires shall not vend or offer glass containers, plastic lids, plastic straws, plastic beverage stirrers, plastic sandwich containers, Polystyrene foam containers, packaged condiments, and/or packaged seasonings in conjunction with Concessionaire's operation. **(Current guidelines through Dec 30, 2010.)**
- Concessionaire accepts full and complete responsibility for any and all loss of or damage to any item of Concessionaire's property from any cause whatsoever and expressly releases the City of Portland, its officers, agents, and employees, from any liability therefore.
- No concession shall sell a product that directly competes with a like product either sold by a business within or directly adjacent to the park.
- A "like" product is one that a reasonable person would consider within the same family of products. Parks would not allow a vendor to sell a menu of Mexican food that included enchiladas while another sold only enchiladas. An example of other products in conflict; hotdogs/kielbasa, snow cones/slushies. Parks would not allow these items to be sold in competition with another adjacent business.
- Beverages are not considered to be in competition unless it is the primary product sold.
- A competing "business" would be considered "adjacent to the park" only if its business facade overlooks the park or if the main entrance opens onto a street directly across from the park. Exceptions will be considered for especially large Type A or B parks.
- The Concession permit or privilege therein provided may not be assigned or transferred. Failure to comply with this provision will result in termination of the permit.
- The Concessionaire shall not subcontract its work under this Agreement, in whole or in part.
- Concessionaire shall be responsible for cleanup of all park area within 100 feet from each concession outlet. Concessionaire shall be responsible for removing all litter and shall be responsible for removing all refuse and waste generated by Concessionaire's operation. All litter, refuse, and waste shall be removed from City property for proper disposal at Concessionaire's expense. The City shall charge for the costs of special clean up necessary should the Concessionaire fail to reasonably perform.
- The Concessionaire is confined to the areas specified in its permit or subsequently determined to be satisfactory by the Director of PP&R. Such areas may vary from time to time and may be extended or restricted as the need appears to the Director.
- The City shall be under no obligation to furnish shelter, utilities, equipment, furniture, or fixtures.

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- Utilities used by or for the benefit of the Concessionaire shall be paid for by Concessionaire on a rate to be determined by the Director of PP&R.
- The Concessionaire shall not place any signage in the park or adjacent right-of-way except which is directly affixed to the vending unit.
- Pushcarts, trailers, and mobile units must be removed from Park property on days and hours when not open for business and at times other than the season and hours of operation as specified.
- Improvements to the park location for the Concessionaire's benefit shall not be made without PP&R's written approval and shall be made at the Concessionaire's expense. Such improvements shall meet PP&R specifications and shall be in compliance with all federal, state, and local laws and regulations. Such improvements, unless designated temporary, shall become property of PP&R, or, at PP&R's request, be removed by the Concessionaire, at its sole cost, upon termination of the permit.
- Concessionaire shall provide refuse containers suitable for placement of litter generated by customers or other persons. The Concessionaire at the Concessionaire's expense shall remove refuse from park.
- Prices of items and/or services sold or offered shall be visibly posted.
- Concessionaire shall not sell or distribute alcoholic beverages or tobacco products under the privileges provided herein.
- Concessionaires shall eliminate any unsafe condition or public hazard resulting from or associated with Concessionaire's activities without delay as directed by PP&R staff.
- Concessionaire shall be responsible for cost of repair or replacement for any damage to park property from Concessionaire's or its invitee's activities.
- Notwithstanding the conditions of operation included herein, the Concessionaire shall abide by all park rules and regulations established by the Commissioner In Charge of Parks. (City Code 20.12)
- Concessionaire shall also abide by conditions as set forth in Appendix A.
- Permits are issued by calendar year and expire at midnight December 31<sup>st</sup> of the year issued. You are required to renew your permit by Dec 31<sup>st</sup> each year if you plan to operate your cart in the following year.
- To maintain the right of first refusal for the following year's permit the Concessionaire must apply on or before the last business day in November.
- Applications may be received beginning the first business day in November.
- The City Engineer or Designee may revoke or suspend the vending cart permit or may deny the renewal of said permit if they find:
  - 1) Any required permit, license or document has been suspended, revoked or canceled,
  - 2) The Permittee no longer has current and effective insurance that meets permit requirements,
  - 3) The Permittee has violated or failed to meet any of the provisions of chapter 17.26 of the Code of the City of Portland

# Guidelines for Commercial Activity and Concession in Portland Parks

## **Rights Reserved**

- a. The City reserves the right to reject any and/or all applications, in whole or in part.
- b. In the event that Concessionaire fails to comply with any of the requirements or conditions of the permit, including these specifications, the City reserves the right to suspend or terminate immediately the permit by mail or hand delivery of written notice of the breach to Concessionaire, addressed to Concessionaire's last address on file with the PP&R Customer Service Center.
- c. The Director of PP&R reserves the right to terminate a concession permit or portion thereof should the service prove unsatisfactory in the opinion of the Director.
- d. The Director of PP&R or the Director's designee reserves the right to determine the exact location within each park or right-of-way area adjacent to each park where the Concessionaire may conduct operations under the terms of the concession permit.
- e. The City, on 30 days written notice to the Concessionaire, may terminate the concession permit for any reason deemed appropriate in its sole discretion.
- f. If the Concessionaire voluntarily terminates the permit, or if the City for any cause terminates the permit, Concessionaire shall forfeit all amounts paid to the City.
- g. The Director of PP&R reserves the right to exclude the Concessionaire from the permitted location for up to five (5) days per month for any reason. The Concessionaire may be excluded at additional times specified in Appendix A.
- h. The Director of PP&R reserves the right to review for approval all items and services offered and all prices of items and services provided to the public.
- i. The Director of PP&R reserves the right to add or withdraw park locations from the list of approved locations without notice.
- j. The Director of PP&R reserves the right to issue permits for any park for any use deemed appropriate by the Director. Such permitted use may include distribution and/or sale of items and services similar or identical to items and services provided by Concessionaire. Such permitted use may result in the temporary exclusion of the Concessionaire from privileges described herein or may result in a temporary change of Concessionaire's location and/or times of operation.

## **Payment and penalties**

1. An application/processing fee is due at the time of application.
2. A usage fee will be charged for each month of use for all parks. Fees must be paid in one of three methods:
  - Payment in full up front. (10% discount)
  - Payment in three installments, at issuance, half way through bookings and within 30 days of the end of the permit.
  - Monthly payments debited automatically from the accounts bank.

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3. Payments made via Visa or MasterCard can be processed via phone. Any payments may be processed at the Portland Parks & Recreation Customer Service Center located at 1120 SW 5th Ave., Portland, OR 97204.

4. The Concessionaire may be fined for failure to adhere or maintain any and all of the conditions of use or requirements included in their concession permit. Fines levied may be up to 100% of the monthly fee per site per incident. All fines must be paid within 30 days of notification to prevent revocation of permit. No future permits will be granted an individual or organization until all outstanding balances are paid.

5. This rate will be tripled for every day you are in the park for set up or take down which was not on the original permit. If this time extension causes the Portland Parks & Recreation to reschedule maintenance activities, the event will be billed for any additional PP&R operating costs incurred by the rescheduling.

### **Commencement of Work**

Concessionaire agrees that operations conducted pursuant to this permit will not be commenced until after all applicable requirements have been met, including but not limited to:

1. Adequate proof of liability insurance and when necessary Worker's Compensation requirements, as outlined elsewhere herein, has been provided to the PP&R Customer Service Center;
2. The permit is fully executed by the parties and approved by the Customer Service Center;
3. When appropriate a Fire Bureau Propane Permit shall be obtained and displayed on the vending unit(s) and a copy provided to the PP&R Customer Service Center; and
4. City of Portland Business License shall be obtained, if required, and a copy provided to the PP&R Customer Service Center; and
5. Multnomah County Mobile Unit Food Service License shall be obtained and a copy provided to the PP&R Customer Service Center and
6. Concessionaire is required to meet onsite with Park Maintenance Supervisor prior to first business day and
7. Concessionaire is granted Right of First Refusal when their account is in good standing and when their application for the following year is received no later than the last business day of November.
8. Concessions for the following business year may be received beginning the first business day in November.



# Concession Conditions and Approval

## Required of All Concessions selling or providing disposable product in a park.

The Concessionaire will complete the following Waste Management Plan.  
The Concessionaire is responsible for removing all waste generated by your concession to a radius of 100'.  
The Concessionaire may be required to provide multiple waste receptacles.  
Portland Parks & Recreation reserves the right to limit the hours of your operation.

## Concessionaire Waste Management Plan

### To be completed by Concessionaire

#### Compostable Product Containers

Will you be using compostable product containers?  Yes  No

*Parks offers concessionaires a 10% reduction in usage fees when they use only compostable product containers in all their sales.*

Please describe the method and process you will perform to remove the required waste from the Park?

Dotted lines for handwritten response.

### Required by Portland Parks & Recreation

#### To be completed by Parks

Required Waste Receptacles:  1.  2.  3.

Vehicle Access:  Approved  Not Approved

#### Hours approved for operation:

Monday:		to		Thursday		to		Saturday		to	
Tuesday		to		Friday		To		Sunday		to	
Wednesday		to									

#### Additional Conditions of Use

Dotted lines for handwritten response.

Park Supervisor Approval:

Customer Service Center Supervisor Approval:



# PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

## CONCESSION APPLICATION QUESTIONNAIRE

Customer Service Center 503-823-2525 FAX 503-823-2515

### 1. CONTACT INFORMATION

BUSINESS NAME:		MAIN CONTACT:	
BILLING ADDRESS:		CITY:	ST: ZIP:
DAY PHONE:	CELL PHONE:	FAX:	
EMAIL:		WEBSITE:	
PREFERRED CONTACT METHOD: DAY PH: <input type="checkbox"/> CELL PH: <input type="checkbox"/> EMAIL: <input type="checkbox"/>		HOW LONG HAVE YOU BEEN A CONCESSIONAIRE?	
ARE YOU SOLE OPERATOR? (No employees or volunteers working for you) Y: <input type="checkbox"/> N: <input type="checkbox"/>		DO YOU HAVE MORE THAN ONE CONCESSION STAND? Y: <input type="checkbox"/> N: <input type="checkbox"/>	

### 2. CONCESSION

FOOD/S OR PRODUCT/S MONTHLY/YEARLY:	<input type="checkbox"/>	(Define Primary Food or Product/s. Attach your Menu.)	
SPORTS-DAILY:	<input type="checkbox"/>		
SPORTS-SEASONAL:	<input type="checkbox"/>		
HEALTH & FITNESS :	<input type="checkbox"/>	(Attach details or fliers)	EDUCATION: <input type="checkbox"/> (Attach details or fliers)
HARVESTING:	<input type="checkbox"/>	(Seed or Cultivar)	MUSIC: <input type="checkbox"/> (Define Instrument)
TOUR SERVICES:	<input type="checkbox"/>	(Attach details or fliers)	OTHER: <input type="checkbox"/> (Attach details or fliers)

### 3. CONCESSION LOCATION

(Use number from list if available or indicate N/A and define)

(Customer Service Center Only)

PARK (1 <sup>st</sup> choice):	LOCATION #:	AVAIL: Y: <input type="checkbox"/> N: <input type="checkbox"/>
PARK (2 <sup>nd</sup> choice):	LOCATION #:	AVAIL: Y: <input type="checkbox"/> N: <input type="checkbox"/>
PARK (3 <sup>rd</sup> choice):	LOCATION #:	AVAIL: Y: <input type="checkbox"/> N: <input type="checkbox"/>

### 4. TYPE OF CONCESSION UNIT (If selling Food or Product)

TYPE OF CART: CART 4' X 6':  CART OR TRAILER UP TO 6' X 6':  NON-MOTORIZED MOBILE:  MOTORIZED 20':  MOTORIZED 30':

WHAT IS THE EXACT SIZE OF YOUR CONCESSION UNIT? W: \_\_\_\_\_ L: \_\_\_\_\_ H: (from ground) \_\_\_\_\_ NA:

HEAT SOURCE: ELECTRIC:  PROPANE:  BBQ (BRIQUETTES):  BBQ (PROPANE):

DOES YOUR CONCESSION HAVE AN AWNING? Y:  N:  IF YES, PROVIDE THE DIMENSIONS: W: \_\_\_\_\_ L: \_\_\_\_\_ H (from ground): \_\_\_\_\_

DOES YOUR CONCESSION REQUIRE: ELECTRICITY:  WATER:  POTABLE WATER:  OTHER (SPECIFY): \_\_\_\_\_  
(Portland Parks & Recreation does not typically supply these items)

### 5. DAYS, DATES & DURATION OF OPERATION

START DATE:								END DATE:							
MONDAY:		AM	PM	TO		AM	PM	FRIDAY:		AM	PM	TO		AM	PM
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
TUESDAY:		<input type="checkbox"/>	<input type="checkbox"/>	TO		<input type="checkbox"/>	PM	SATURDAY:		<input type="checkbox"/>	<input type="checkbox"/>	TO		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
WEDNESDAY:		<input type="checkbox"/>	<input type="checkbox"/>	TO		<input type="checkbox"/>	PM	SUNDAY:		<input type="checkbox"/>	<input type="checkbox"/>	TO		<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	
THURSDAY		<input type="checkbox"/>	<input type="checkbox"/>	TO		<input type="checkbox"/>	PM								

### CUSTOMER SERVICE CENTER USE ONLY

DATE RECEIVED:	ENTERED BY:	PERMIT #:
	APPROVED BY:	
	PARK SUPERVISOR:	

# Appendix A. Concession Types, Locations and Fees.

## Type A: \$400/\$600 per month

These parks have water features, significant hard surface, high visibility and or proximity to a large customer base.

Park – Type A	Sites	Fee		Location (see map for greater detail)	Limitations & Detail
		Cart	Trailer		
<b>South Park Blocks at Portland State</b>	1	\$400		On the NE corner of Montgomery Street & Park Ave.	Cart Only. No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$400		On the NW corner Montgomery & SW 9th Ave.	Cart Only. No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	3	\$400		On the SE corner of Montgomery Street & Park Ave.	Cart Only. No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	4	\$400		On the SW corner Montgomery & SW 9th Ave.	Cart Only. No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	5	\$400		On the NE corner of SW Harrison Street & Park Ave.	Cart Only. No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	6	\$400	\$600	On the NW corner Harrison & SW 9th Ave.	Cart or 6' x 6' trailer. No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	7	\$400	\$600	On the SE corner of Harrison Street and Park Ave.	Cart or 6' x 6' trailer. No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	8	\$400		On the SW corner Harrison & SW 9th Ave.	No weekend operation. No vehicles allowed in park without PSU vehicle pass. Must supply garbage can next to concessions. All garbage to be removed from site daily.
<b>Jamison Square Park</b>	1	\$400		SW Johnson, SW corner between tree beds	Cart Only. No vehicles allowed in park. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$400		SW Johnson, S edge of park, adjacent to loose granite surface, in between tree beds.	Cart Only. No vehicles allowed in park. Must supply garbage can next to concessions. All garbage to be removed from site daily.

# Appendix A. Concession Types, Locations and Fees.

<b>Ira Kellar Fountain Park</b>	1	\$350		SW 4 <sup>th</sup> Ave, NW concrete inset, upper level	Cart Only. No vehicles allowed in park.
	2	\$350		SW 4 <sup>th</sup> Ave, Center concrete inset, upper level	Must supply garbage can next to concessions.
	3	\$350		SW 4 <sup>th</sup> Ave, SW concrete inset, upper level nearest south park walkway.	All garbage to be removed from site daily.
<b>Waterfront Park</b>					
<b>Rose Circle - Waterfront Park</b>	1	\$150	\$300	Southern most end of the western seawall due south of the Hawthorne Bridge. The position will have to be approved by the Park Supervisor.	Limited to non-event day usage in sections E and E1. No vehicles allowed in park. Must supply garbage can next to concessions. All garbage to be removed from site daily.
<b>Salmon Springs – Waterfront Park</b>	1	\$400		N of area G, along the railing.	Limited to non-event day usage. Cart Only. No vehicles allowed in park. Concession drop off required outside of park.
	2	\$400		S of area G along the railing	Limited to non-event day usage. Cart Only. No vehicles allowed in park. Concession drop off required outside of park.
<b>Ankeny Plaza – Waterfront Park</b>	1	\$400	\$600	Locations currently under consideration by PP&R. Not available at this time.	Right of first refusal goes to current concessionaires working with Portland Saturday Market. No operation during Rose Festival. No weekend operation. No work during Saturday Markets extended holiday hours. No operation during Waterfront Park Events placed in Section B. No vehicle parking without Bridge Parking Permit.
	2	\$400	\$600		
	3	\$400	\$600		
	4	\$400	\$600		
	5	\$400	\$600		
	6	\$400	\$600		
	7	\$400	\$600		
	8	\$400	\$600		
<b>Washington Park</b>	1	\$400		SW Sherwood Rd, Play structure, east side adjacent to drinking fountain	Cart Only. No vehicles allowed in park. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$400	\$750	Adjacent to Rose Garden store.	No vehicles allowed in park. Must supply garbage can next to concessions. All garbage to be removed from site daily.

\* (PP&R reserves the right to locate Special Events within any park. In that event, all concessions can be excluded from the park up to five (5) days a month with 30 days notice, exclusive of Waterfront Park).

Director Park does not accept concession applications at this time.



# Appendix A. Concession Types, Locations and Fees.

## Type B: \$250 per month

These parks have significant hard surface features, high visibility and or proximity to customers.

Park – Type B	Sites	Fee		Location (see map for greater detail)	Limitations & Detail
		Cart	Trailer		
<b>Shemanski Plaza South Park Blocks</b>	1	\$250		SW corner	No use on Wednesdays during Farmers Market. Can not block entrances. No vehicles allowed in park, Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$250		SE corner	
<b>Overlook Plaza Vera Katz Eastbank Esplanade</b>	1	\$250		Location due north and adjacent to Fire Station.	Can not block entrances. No vehicles allowed in park. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$250			
	3	\$250			
<b>Lovejoy Park</b>	1	\$250		POD located in the SE corner adjacent to east pedestrian walkway and the fountain.	No vehicles allowed in park between 10am & 3:00pm. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$250			
	3	\$250			
	4	\$250			
<b>Obryant Square Park</b>	1	\$250		POD located in Center of park	No vehicles allowed in park. Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$250			
	3	\$250			
	4	\$250			
	5	\$250			
	6	\$250			
<b>Lowsdale Park</b>	1	\$250		SW Main & 3 <sup>rd</sup> Ave, SE corner	Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$250		SW Salmon & 4 <sup>th</sup> Ave, NW corner	
<b>Chapman Square Park</b>	1	\$250		SW Madison & 3 <sup>rd</sup> Ave, SE Corner	Must supply garbage can next to concessions. All garbage to be removed from site daily.
	2	\$250		SW Main & 4 <sup>th</sup> Ave, NW Corner	

*(PP&R reserves the right to locate Special Events within any park. In that event, all concessions can be excluded from the park up to five (5) days a month with 30 days notice, exclusive of Waterfront Park).*

# Appendix A. Concession Types, Locations and Fees.

## Type C: \$150 per month

The following parks are approved for concessions.

Park - Type C	#	Monthly Fee		Location (see map for greater detail)	Limitations & Detail
		Cart	Trailer/ Mobile		
<b>Gabriel Park</b>	1	\$150	\$300	Adjacent to DOLA & Skate park	
<b>Glenhaven</b>	1	\$150	\$300		
<b>Grant Park</b>	1	\$150	\$300		
<b>Holladay Park</b>	1	\$150	\$300		
<b>Lents</b>	1	\$150	\$300		
Concession stand	1	\$100		West concession building	Currently under contract with
<b>Laurelhurst Park</b>	1	\$150	\$300		
<b>Laurelhurst Annex</b>	1	\$150	\$300		
<b>Sellwood Park</b>	1	\$150	\$300		
<b>Wallace Park</b>	1	\$150	\$300		

- Requests for placement of a Type C concession in a park not currently listed or on the exempt list may be considered.
- The Application/Processing fee for determining new facilities is \$125.

*(PP&R reserves the right to locate Special Events within any park. In that event, all concessions can be excluded from the park up to five (5) days a month with 30 days notice, exclusive of Waterfront Park).*

# Appendix A. Concession Types, Locations and Fees.

## Dog Off Leash Areas DOLA's: \$150 per month

The following parks are approved for concessions.

Park - Type C	#	Monthly Fee		Location (see map for greater detail)	Limitations & Detail
	Sites	Cart	Trailer/ Mobile		
Alberta Park	1	\$150	\$300		No Vehicle Access in park. Should provide service both for owner and dog. Must supply garbage can next to concessions. All garbage to be removed from site daily.
Arbor Lodge Park	1	\$150	\$300		
Argay Park	1	\$150	\$300		
Brentwood Park	1	\$150	\$300		
Cathedral Park	1	\$150	\$300		
Couch Park	1	\$150	\$300		
Council Crest Park	1	\$150	\$300		
Creston Park	1	\$150	\$300		
Delta Park	1	\$150	\$300		
East Holladay Park	1	\$150	\$300		
Fernhill Park	1	\$150	\$300		
Frazer Park	1	\$150	\$300		
Gabriel Park	1	\$150	\$300		
Grant Park	1	\$150	\$300		
Hillsdale Park	1	\$150	\$300		
Irving Park	1	\$150	\$300		
Laurelhurst Park	1	\$150	\$300		
Lents Park	1	\$150	\$300		
Lynchwood Park	1	\$150	\$300		
Mt. Tabor Park	1	\$150	\$300		
Normandale Park	1	\$150	\$300		
Overlook Park	1	\$150	\$300		
Sacajawea Park	1	\$150	\$300		
Sellwood Riverfront Park	1	\$150	\$300		
Sewallcrest Park	1	\$150	\$300		
Wallace Park	1	\$150	\$300		
Willamette Park	1	\$150	\$300		
Wilshire Park	1	\$150	\$300		
Woodstock Park	1	\$150	\$300		

# Appendix A. Concession Types, Locations and Fees.

## Skate Parks

These are Skate

Park	#	Monthly Fee		Location	Limitations & Detail
	Sites		Cart		
<b>Ed Benedict Park</b>	1	\$250	\$400	Tbd	Application Fees apply to all permits. Must supply garbage can next to concessions. All garbage to be removed from site daily.
<b>Gabriel Park</b>	1	\$250	\$400	Tbd	
<b>Glenhaven Park</b>	1	\$250	\$400	Tbd	
<b>Pier Park</b>	1	\$250	\$400	Tbd	

*(PP&R reserves the right to locate Special Events within any park. In that event, all concessions can be excluded from the park up to five (5) days a month with 30 days notice, exclusive of Waterfront Park).*

# Appendix A. Concession Types, Locations and Fees.

## Stadiums

Park	#	Monthly Fee	Location	Limitations & Detail
	Sites			Application Fees apply to all permits.
<b>Erv Lind Normandale Park Softball</b>	1	tbd	Permanent location within the stadium	Concession limited to within stadium.
<b>Skavone Westmoreland Park Baseball</b>	1	tbd	Permanent location within the stadium. Contract under negotiation.	Concession limited to within stadium.
<b>Walker Lents Park Baseball</b>	1	tbd	Permanent location within the stadium. Contract under negotiation.	Concession limited to within stadium.

*(PP&R reserves the right to locate Special Events within any park. In that event, all concessions can be excluded from the park up to five (5) days a month with 30 days notice, exclusive of Waterfront Park).*

## Music

Park	#	Monthly Fee	Location	Limitations & Detail
	Sites			Application Fees apply to all permits.
<b>Laurelhurst</b>	1	\$150	Tbd	
<b>Peninsula</b>	1	\$150	Tbd	
<b>Washington</b>	1	\$150	Tbd	

**Application Window**

Applications for the following year will be accepted during the business days in November. Following this application window, all Rights of First Refusal are forfeited and all unpermitted concession locations become available on a first come first served basis.

**Rights of First Refusal**

All Concessionaires who have held permits during the previous year and whose Park accounts are in good standing will be given Rights of First Refusal. These rights are granted only for the location/s the concessionaire last held.

To maintain these rights the Concessionaire must apply within the designated Application Window.

**Multiple Concession**

Concessionaires may operate more than one concession.

**Additional Concession Requirements**

The following items are required of any Concession permitted within Portland's parks:

- Liability Insurance (requirements are attached to this application)
- Additional Insured Endorsement (blank AIE attached to this application)
- City Business License

The following items may be required of a Concession permitted within Portland's parks:

- Worker's Compensation (If you have employees or volunteers working for you)
- Multnomah County Health Department (if you are preparing foods on site)
- Fire Bureau Inspection /Propane Equipment Permit (if you use Propane as your fuel)

**Supervisory Review**

All Concession will be required to meet on site with the Park Maintenance Supervisor or his or her designee to confirm location and access.

**Inspections**

All Concessions permitted in parks will be inspected before and during operation.

**Payment Options**

1. Full payment at time of issuance.
2. Half at issuance. Half midway through the life of the contract. (Additional Application fees required.)
3. Monthly Automatic deductions from bank account.

**Determination Criteria**

Portland Parks is looking for or prefers the following qualities and or services in a concession:

1. Their current Park accounts are in good standing.
2. They provide local Organic foods.
3. They provide biodegradable containers.
4. They offer non-competing products and of services both within and surrounding the location.
5. They provide a strong waste and garbage management plan with their application.



**PORTLAND  
PARKS & RECREATION**

Healthy Parks, Healthy Portland

Customer Service Center  
1120 SW 5 AVE, Suite 1302  
Portland, Oregon 97204-1912  
Phone: (503) 823-2525  
FAX: (503) 823-2515

NICK FISH, COMMISSIONER  
ZARI SANTNER, DIRECTOR

**ADDITIONAL INSURED ENDORSEMENT**

Without prejudice to coverage otherwise existing herein, the City of Portland, it's officers, agents, and employees are included as additional insureds under this policy as to any claim or claims for injury to of death of any person, or damage to property, resulting from or growing out of the permit issued by the City of Portland to the named insured for the use:

**Contract #:** \_\_\_\_\_ **Account:** \_\_\_\_\_

**Park:** \_\_\_\_\_ **Date of Event:** \_\_\_\_\_

**Event Name:** \_\_\_\_\_

It is understood and agreed that this policy shall not terminate or be cancelled prior to the use of the facility by named intention without first giving thirty (30) days written notice of intention to terminate or to cancel said policy to the Auditor of the City of Portland.

Notwithstanding the naming of additional insured, the policy shall protect each insured in the same manner as though a separate policy has been issued to each; but nothing herein shall operate to increase the insured liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only for one person of interest had been named as insured. The coverage applies as to claims between insured on the policy. Endorsement assures that the policy complies with the named insured's permit from the City of Portland.

\_\_\_\_\_  
Insured's Name \_\_\_\_\_ Date

\_\_\_\_\_  
Authorized Insurance Company \_\_\_\_\_ Date  
Agent and/or representative Signature



## **CERTIFICATE OF INSURANCE REQUIREMENTS**

The City of Portland Parks & Recreation requires a Certificate of Insurance and an Additional Insured Endorsement Letter for any event held on Park property, which plans to:

- Sell or serve alcohol
- Sell food, beverages, or souvenirs to the public
- Be open to the General Public
- Conduct business in any way (e. G. catered parties, trade shows)
- Have animals or water as part of the planned event (e. g. dog shows, dunk tanks)
- Inflatable jumping castles
- Hold non-sanctioned sporting events/tournaments (**see note below**)
- Any other, as requested

The Certificate of Insurance must state the date(s) of coverage and provide **public liability for bodily injury and property damage in the sum of \$1,000,000 naming the City of Portland, its officers and employees as additional insured. The minimum cancellation clause must be 30 days or more.**

**\*\*\*Additional Insured Endorsement Letter must be signed by the Authorized Insurance Representative and returned with the Certificate of Insurance.\*\*\***

The Certificate of Insurance and the Additional Insured Endorsement Letter may be mailed, hand-delivered or faxed:

FAX # (503) 823-2515

ADDRESS: Portland Parks & Recreation  
ATTN: Customer Service Center  
1120 SW 5<sup>th</sup> AVE., Suite 1302  
Portland, OR 97204-1912

**NOTE:** The Certificate of Insurance and Additional Insured Endorsement Letter must be on file at the Portland Parks & Recreation Customer Service Center before final approval of the permit will be granted.

Insurance may be through Home Owners Insurance, Business Insurance, or an independent insurance agent.

**FOR MORE INFORMATION CALL THE PORTLAND PARKS & RECREATION CUSTOMER SERVICE CENTER AT (503) 823-2525.**





# Appendix B. Exemption List.

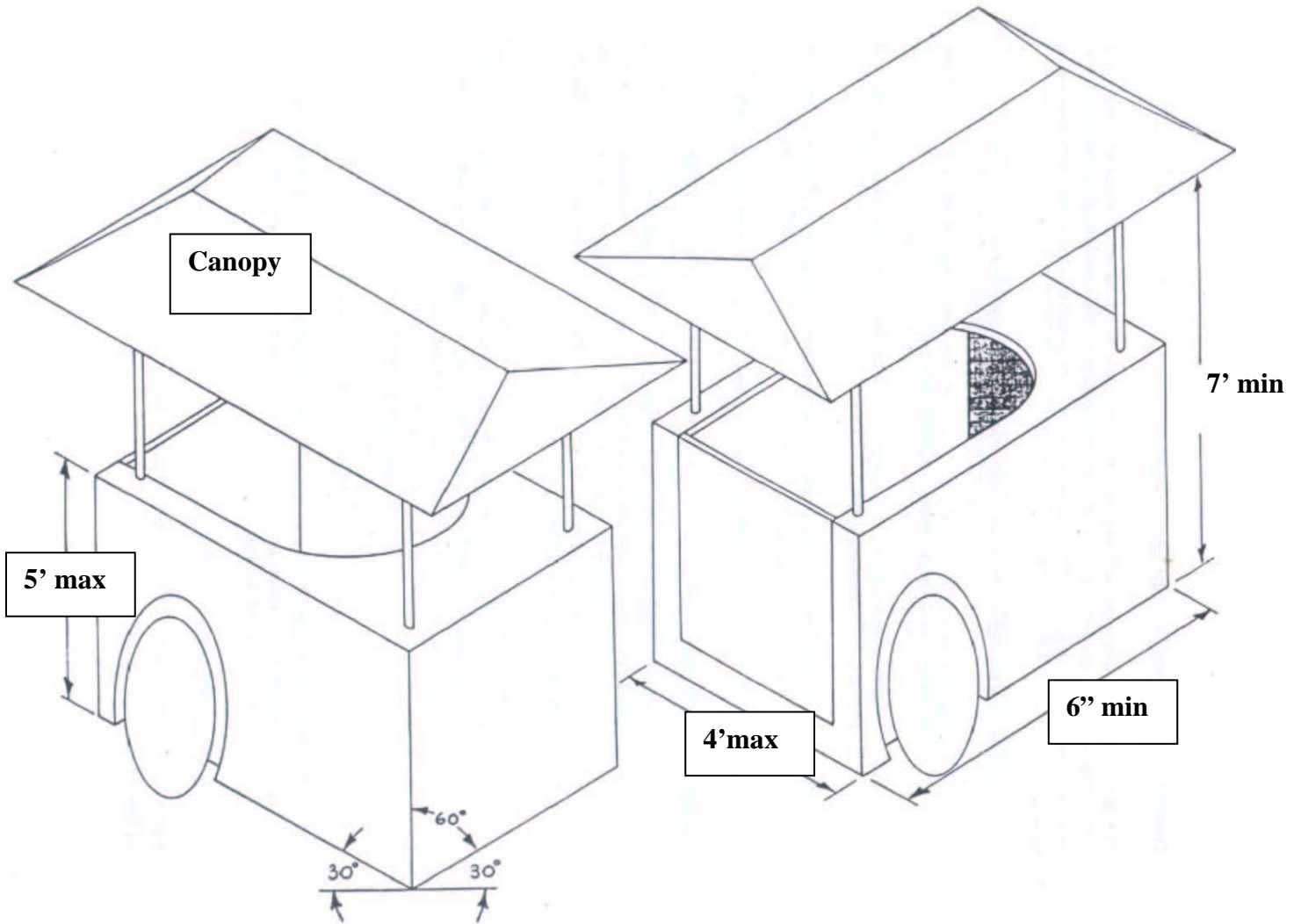
## Park Exemption List

Park	Reason	
East Delta Park Sports Complex	Concession Contract through Complex	
Hoyt Arboretum	Natural Area	
Forest Park	Natural Area	
Powell Butte	Natural Area	
Natural Areas – General	Natural Area	

# Appendix C.

## CART DESIGN GUIDELINES

Customer Service Center 503-823-2525



Example only.



# Appendix E1.

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## **EDUCATION, FITNESS & TOURS**

Customer Service Center 503-823-2525

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Provides the Concessionaire the ability to provide education classes and activities, Fitness training and instruction and or give guided tours within Portland's parks..

### **Education & Fitness Classes & Activities**

This concession offers a concessionaire the ability to teach and train customers within the park setting. This is for classes such as nature walks, bird watching, yoga, ti chi, parent/child fitness training, kick boxing and any other activity where customers pay to participate. For this the Concessionaire is charged a one time Application/Processing and an hourly usage fee.

### **Walking Tours**

This offers a concessionaire the ability to provide customers guided tours within Portland's parks and natural areas. This is for tours such as nature walks, bird watching, and any other activity where customers pay to participate for a single event. For this the Concessionaire is charged a one time Application/Processing per tour and an hourly usage fee.

PP&R considers Tours and Fitness concessions to be different than Education concessions in that the latter is a series of contiguous events that make up a whole program and that their participants intend to participate in each to complete it. Where Tours and Fitness concessions are considered to be one time events where customers participate at will in the service the Concessionaire provides.

Note: It is important for the Concessionaire to note that the same Application/Processing fee is applied to each individual permit. So a Tour permit with a single date is charged the same Application/Processing fee as an Education and or Fitness class with multiple dates. Tours may want to bundle a group of tours into one permit.

### **Conditions of Use**

Specific Conditions of Use may be added to these permits depending on the park or area the Concession is requesting. These concessions need not reserve all the areas within a park they might use except those indicated in the following table:

#### **Customer Service Center**

1120 S.W. 5th Ave., Suite 1302

Portland, OR 97204

Tel: (503) 823-2525 Fax: (503) 823-2515

*Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.*

#### **Administration**

Tel: (503) 823-PLAY

Fax: (503) 823-6007



Play structures+	Wading pools	Reservable Sport Fields* Reservable Ball Fields*
Fountains**	Areas as detailed within the Conditions of Use on each permit.	

+ (You may start or end near a play structure but may not use it as a part of your program.)

\* (These areas require a separate booking and field usage fees.)

\*\* (The area immediately surrounding a fountain is for casual use. A Concession may not exclude or prevent the public's access to a fountain, nor by its presence create undue congestion or unsafe conditions).

## Fees

Usage Fees. These Concessions are charged one of two hourly fees determined by the average number of students or participants;

1-19 = \$3.00 per hour (minimum 1 hour)

20+ = \$5.00 per hour (minimum 1 hour)

Note. Tour Concessions bringing buses into the following parks are charged a Vehicle Access fee (\$54) if remaining with the tour. No fee is charged if bus parks outside of the park.

Washington Park	Mt. Tabor

Note: Parks does not provide or guarantee parking for buses.

**Application/Processing Fees.** These fees are applied once to each concession permit.

Education & Fitness: \$62 (For classes up to 12 weeks in duration)

Tours: \$17.50 (per tour.)  
\$62.00 (up to 10 tours.)  
\$93.00 (11 or more.)

- Each permit is for one park. (excluding tours)
- Education and or Fitness Concessions may book as many dates within the calendar year they want with one application /processing fee per park.
- \*Tours. Only one Application/Processing fee is required if multiple tours are booked at the same time.



# Appendix G1.

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## MUSIC CONCESSIONS

Customer Service Center 503-823-2525

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Portland Parks & Recreation provides the opportunity for music Concessionaires to play and sell their music within specific Portland Parks.

**Definitions:**

A Concessionaire is anyone singing or playing an acoustic instrument (excluding drums).

**Policy**

1. Music Concession permits may be issued for any continuous four (4) hour period between 11:00am to 7:00pm Monday through Sunday (two hour minimum.)
2. Permits are issued for one month in duration and begin the first day of the calendar month.
3. No more than one Music Concessionaire is permitted per day.
4. Fees are charged by the hour with a one time Application/Processing fee.
5. Additional months may be booked 15 days prior to the start of the next month.
6. If a different or competing applicant requests the same park 16 days or more prior to the first of the following month they may be issued the concession for that location for the following month. If no such application is made the current permit holder may extend their permit anytime within the fifteen day period prior to that following month.
7. The permit is good for the named permit holder only. Additional musicians may only be added with the permission of the Portland Parks and Recreation Customer Service Center Supervisor or their designee.
8. Permits are not transferable.
9. The Concessionaire may sell CD's of their personal music during the four hour period permitted to them. No other items may be sold within the park as part of this permit.
10. The Permittee may be excluded from the park up to five (5) times a month with a minimum 10 day advanced notice from Portland Parks.
11. Music may be provided at the following Parks: Laurelhurst, Peninsula, Mt. Tabor, Washington (Other parks may be available by request with the approval of the Parks Maintenance Supervisor.)
12. The Park Maintenance Supervisor determines the specific location of the concession.
13. Permittee is required to submit liability insurance and an approved Additional Insured Endorsement before a permit will be issued.

**Reservation Center**  
Portland, OR 97204  
Tel: (503) 823-2525 Fax: (503) 823-2515

1120 S.W. 5th Ave., Suite 1302  
[www.PortlandParks.org](http://www.PortlandParks.org)  
Zari Santner, Director

*Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.*



# Appendix G1.

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## **SPORTS CONCESSIONS**

Customer Service Center 503-823-2525 FAX 503-823-2515

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Sports Food Concessions in parks continue to be a service to players and spectators alike. In addition to providing food and beverages where they may not be available otherwise, they provide much needed revenues needed to help leagues sustain their programs. Last year Portland Parks required a \$500 refundable deposit on all Sports Food Concession permits in an effort to address the ongoing issue of leagues failing to remove their concession stands following their season. In many instances concession stands remain for several months after league play ended and the permit had expired.

PP&R had enough success from the deposit this in 2009 that we will continue the practice. The deposit is fully refundable given that the concessionaire adheres to the following minimum conditions:

- The Concession stand may not be placed within the park before April 1<sup>st</sup> and must be removed from the park on or before the last date of the permit.
- The Concession stand and the area immediately around it should be kept clean at all times with trash properly disposed of and removed from the park.
- Graffiti should be removed from the concession stand in a timely fashion.
- The League/Concessionaire will be held responsible for all damages caused by the placement, use, and removal of the Concession.
- Vehicles are NOT allowed to park on the grass or any other surface in the park without a Vehicle Access Permit and only during active loading and unloading.

If any of the conditions above are not strictly adhered to:

- The league will be charged \$5 for each day the concession is in or adjacent to the park beyond the permitted time up to \$150 or 30 days. After 30 days the league will be charged \$25 a day until the entire deposit is forfeited.
- If the concession stand remains in the park after the entire deposit has been forfeited, Parks maintains the right to deny future permits requesting the placement of a concession stand in that specific park the following year/s.
- If Parks incurs any costs due to cleanup, repair, or towing of a concession stand, a new permit will not be issued until those costs have been paid.
- Vehicles found in the park without a permit and/or without active loading in progress will be required to move immediately. Vehicles found in the park multiple times will be charged \$25 for each violation. Parks maintains the right to deny vehicle access or placement of a concession stand in that specific park the following year/s.

Portland Parks & Recreation technicians and rangers will monitor all parks with concession permits. Parks will work with leagues and their concessionaires to help each understand and work within these guidelines.

### **Concession Information.**

- The Application/Processing fee for League Concession stands located within city parks is a **Level 3 (\$29.40/\$16.10 HUD\*) per park**

- The Application/Processing fee is doubled or (**\$58.80/\$32.20 HUD\***) if the application is submitted less than ten (10) working days before the first day of placement.
- One Sports Food Concession stand is allowed per park. Additional temporary concessions may be permitted on game days for an additional fee.
- Concession stands may be placed in parks no earlier than **April 1**.
- Unless special arrangements are made in advance concession stands must be removed no later than the last day of season or **July 1**, which ever comes first.

If you have questions regarding this or any Portland Parks & Recreation policies or guidelines please contact the Customer Service Center at 503.823.2525..

*\* Indicates the difference between the Cost Recovery rates for Youth of 42% and 23% for parks and or schools located in HUD neighborhoods.*

### **Electricity**

Electrical service requires inspection by Portland Parks & Recreation's Electrical Supervisor. The contact number is: 503 823-1631. All electrical boxes are now locked with Portland Parks & Recreation pad locks. A key is required to access existing electrical power. Keys may be obtained from Portland Parks and Recreation's Customer Service Center with a \$100.00 refundable deposit. All keys must be returned to the office at the end of each season. Refunds will be issued only when the key is returned at the end of the current season.

**NOTE:** Electrical service is NOT provided or guaranteed with this permit. Any electrical requests must first be approved and arranged for through Portland Parks & Recreation's Electrician and Park Supervisors before any work may be done. Unauthorized access to electrical service may result in the damage charges and revocation of the permit.

### **Vehicle Access**

A Vehicle Access Permit is required whenever a Permittee requests the use of a vehicle in the park. A Vehicle Access permit may be granted for the following uses; field maintenance (when the vehicle is used for dragging the field) or servicing a permitted food concession stand.

- No more than two Vehicle Access Permits per park; one each for maintenance and Concession.
- Field Maintenance; Vehicle Access is allowed ONLY for active maintenance of the field. No parking is allowed on the field except when assembling and/or disassembling field maintenance equipment. No parking is allowed in the park
- Food Concession; Vehicle Access is allowed only for active servicing of Concession stand. No parking is allowed except when active loading and unloading is in progress. Otherwise, no parking is allowed in the park.
- Vehicle Access Permits cost \$54.00 and must be applied for through the Customer Service Center.

**NOTE:** Vehicles in the park without a valid Vehicle Access pass are subject to tow and impoundment. All fees for retrieving these vehicles are the responsibility of the vehicle owner.

### **Garbage**

The Permittee is required to supply two additional trash containers near the concession site. They are required to empty the trash collected in these and remove them from the park.

### **County Health and other Non-Park Permits**

The Permittee is responsible for securing any and all additional and appropriate permits for this concession.

### **Concession Deposit**

Portland Parks & Recreation requires a \$500 refundable deposit when placing a concession trailer on site. The Deposit is required prior to issuing a Sports Food Concession permit.

14. A personal amplification speaker may be approved for a concession in some parks and locations. When approved, the allowable noise level for these units is 50db measured 100' from the concession.