

# **MILL POND PARK RESERVATION POLICY**

## **A. PURPOSE AND SCOPE OF POLICY**

The purpose of this Policy is to allow for enhanced enjoyment of Mill Pond Park by permitting authorized persons to reserve designated areas of the park for specified times and to allow Forest Heights Homeowners' Association, Inc. ("FHHOA") to plan for use of the park in advance of an event or activity. This Policy is balanced by the recognition that some areas of Mill Pond Park are available for general use by authorized persons at all times that the park is open. Such general use areas are not available for reserved use.

## **B. PERSONS WHO MAY MAKE RESERVATIONS**

Mill Pond Park is privately owned, maintained, and managed by FHHOA. Persons who are authorized to reserve designated areas of Mill Pond Park in compliance with this Policy are the following:

1. Owners of real property in Forest Heights,
2. Residents of Forest Heights (i.e., residential tenants),
3. Owners of commercial concerns that are tenants at the Forest Heights Village Center, and
4. Permanent employees of FHHOA during the period of such employment.

Reserved usage of Mill Pond Park by authorized persons under this Policy must comply with all public laws, codes, and regulations as well as comply with all rules, policies, and regulations of FHHOA, including conformance with this Policy.

**C. AREAS AVAILABLE FOR RESERVATION**

Mill Pond Park currently has three designated areas that may be reserved for use under this Policy. Each area is shown on the park map that is attached to and incorporated into this Policy:

1. The Main Lawn area that is shown as Area 1 on the attached map,
2. The Amphitheater area that is shown as Area 2 on the attached map, and
3. The undeveloped area that is shown as Area 3 on the attached map.

Except for the above designated areas, no other area or feature of Mill Pond Park may be reserved for use.

**D. TIMES AVAILABLE FOR RESERVATION**

The designated areas may be reserved for use at any time Sunday through Saturday during the hours that Mill Pond Park is available for use (i.e., 7:00 a.m. to 10:00 p.m.).

**E. APPLICATION AND PERMIT PROCESS**

All reservations for use of a reserved area must be made by an authorized person completing an application for a permit and submitting it with any applicable deposits to the FHHOA General Manager at the office of FHHOA. Applications may be obtained at the FHHOA office, which is located at 2033 NW Miller Road, Portland, Oregon 97229. Applications also may be obtained from FHHOA's website, which is [www.fhhoa.com](http://www.fhhoa.com). The FHHOA telephone number is (503) 297-9400.

The person completing the application will be considered the sponsor of the event (Sponsor).

A completed application must be returned to the FHHOA office at least fourteen (14) calendar days (but not more than ninety (90) calendar days) before the scheduled event. If the application is approved, FHHOA, when possible, will issue a permit within seven (7) calendar days after receiving a properly supported and fully completed application (Permit). Reservations are accepted on a first-come, first-served basis. No application fee is required for a park reservation permit.

FHHOA reserves the right and may require a refundable security deposit to secure the Sponsor's obligations to comply with this Policy. The amount of the security deposit, if any, will be determined within FHHOA's sole discretion depending on the nature of the activity or event, the anticipated number of attendees, and/or other factors relevant to FHHOA.

In addition to a security deposit, FHHOA reserves the right and may require a nonrefundable usage fee. The amount of the nonrefundable usage fee, if any, will be determined within FHHOA's sole discretion depending upon the nature of the activity or event, the anticipated number of attendees, and/or other factors relevant to FHHOA. In the event of sufficient advance written notification to FHHOA of cancellation of the event or activity, some or all of the usage deposit may be refunded within the sole discretion of FHHOA depending on the circumstances and timing of the notification of cancellation.

FHHOA reserves the right to revoke a permit or to terminate a person or group's use of Mill Pond Park at any time if FHHOA reasonably believes or comes to learn that the activity or event will include conduct that may cause harm to persons or property, involves conduct that may create a nuisance to neighboring residents or to association members,

involves conduct that may create a disturbance, or for any other reason that justifies such action as determined by FHHOA. Any such revocation or termination is within FHHOA's sole discretion.

FHHOA may revise the Mill Pond Park Reservation Policy, the application process, and the fee/deposit schedule from time to time as deemed appropriate by FHHOA. Each Sponsor is charged with reviewing and complying with the Mill Pond Park Reservation Policy as well as complying with all laws, codes, regulations, and rules in effect at the time of the application and those in effect at the time of the activity or event that is the subject of the application and permit.

**F. NONCOMPLIANCE WITH RESERVATION POLICY**

Noncompliance with or violations of this Policy may result in forfeiture of some or all of any security deposit made by or on behalf of the Sponsor, imposition of a fine, collection of monetary damages against Sponsors for damages and losses contributed to by such noncompliance or violations, prohibition of Sponsors' reserved use of Mill Pond Park in the future, and other measures as determined within FHHOA's sole discretion. Whether or not Sponsors' use of the park is in conformance with this Policy will be determined by FHHOA.

**G. RULES GOVERNING RESERVED USAGE OF MILL POND PARK**

1. At least one Sponsor must be personally present at the park throughout the event or activity. The Sponsor who is present at Mill Pond Park must bring the park reservation Permit as issued by FHHOA to the event and have it available for inspection by FHHOA at all times during the event. FHHOA will post one

or more signs at the reserved area announcing the group and the reserved times. The Sponsor will use only the reserved area specified in the Permit for the event or activity.

2. Each Sponsor is responsible for all conduct of participants and vendors at the activity or event. Disorderly and/or unlawful conduct is prohibited and punishable by ejection of disorderly persons from Mill Pond Park and/or termination of the activity or event as determined by FHHA.
3. Public use and/or access by authorized persons to other areas of Mill Pond Park, including the trails and/or the playground equipment, must not be blocked or interfered with by any activity or event approved under this Policy.
4. The Sponsor will ensure the event or activity does not result in unacceptable levels of noise or smoke and does not create any other unreasonable disturbance or nuisance to neighboring residents. Sound levels for bands and audio equipment, if any, will be required to be controlled and maintained at a reasonable level in conformance with this Policy as determined by FHHA. Such sound levels must also comply with the City of Portland's noise ordinance.
5. The Sponsor will ensure that participants and vendors do not park illegally or in a manner that blocks residents' access to their property or that interferes with ordinary traffic flow in the area. No motorized vehicles are allowed off paved areas except as and unless specifically provided in the Permit.

6. The Sponsor will organize the event or activity to conclude at the time stated in the Permit.
7. The Sponsor will clean the reserved area immediately after the time reserved for the event or activity has concluded. All trash must be removed from the reserved area and trash must not be left anywhere in Mill Pond Park. Trash must be bagged and properly disposed of.
8. All tents, tables, equipment, food, beverages, and all other personal property used or associated with the event or activity must be removed at the conclusion of the time reserved for the event or activity as stated in the Permit.
9. The Sponsor is responsible for any damage caused in connection with the use of Mill Pond Park for the reserved event or activity. The Sponsor must immediately report any such damage to FHHOA in writing. The Sponsor is responsible to reimburse the FHHOA for the costs to repair, to replace, or to restore any and all such damage that is beyond normal wear and tear.
10. The security deposit, if any, will be refunded within fourteen (14) calendar days following the activity or event *only if* the reserved area is left clean, all trash related to the activity or event is removed from the park in a timely manner, and there is no property damage. If the reserved area is not left clean in accordance with this Policy, if damage has occurred, or if unauthorized, disorderly, or unlawful conduct has taken place, some or all of the security deposit, if any, will be forfeited and a fine may be imposed within FHHOA's

sole discretion. FHHOA may apply the security deposit and/or fine, if any, to clean the reserved area (or any affected areas of Mill Pond Park) or to repair, to replace or to restore damage resulting from the reserved use of the park. Costs exceeding the amount of the security deposit, if any, must be paid by the Sponsor within thirty (30) days after the FHHOA provides written notice of such charges to the notification address stated in the Permit. If unpaid after thirty (30) days, such charges will be billed as an assessment to the account(s) of the owner(s) of real property identified as a Sponsor in the Permit. If unpaid, such amounts will be referred for collection in the ordinary course under FHHOA's collection procedures.

11. FHHOA is not responsible for security at any event or activity nor is it responsible for lost or stolen items. By issuing a Permit, FHHOA does not assume any responsibility or liability in connection with the event or activity for which an application is submitted or a Permit is issued.
12. If the event or activity cannot be held due to inclement weather at Mill Pond Park or if an activity or event is cancelled for any other reason, FHHOA will refund the security deposit, if any, within fourteen (14) calendar days of receiving written notification of the cancellation.
13. FHHOA does not pay interest on deposits received under this Policy.
14. FHHOA has the authority and may require any event or activity occurring in a reserved usage area at Mill Pond Park without a Permit to end immediately and

FHHOA may require all guests and participants at any such event to promptly leave Mill Pond Park. Any resident sponsoring or attending such non-permitted events will be responsible for all actions of the guests and/or participants and will be responsible for any reasonable costs associated with the clean-up or repair of damage related to such non-permitted events.

15. Unless otherwise stated in the Permit, alcoholic beverages are allowed with a park usage reservation Permit issued by FHHOA subject to the following conditions and/or other conditions stated in the Permit for the activity or event:
  - (a) Alcoholic beverages must be served and consumed only within the areas of Mill Pond Park designated in the Permit for such service and consumption.
  - (b) The serving of alcoholic beverages must cease at least thirty (30) minutes before the conclusion of the private activity or event, and consumption of alcoholic beverages must cease at the conclusion of the reserved activity or event.
  - (c) All unconsumed alcoholic beverages must be promptly removed from Mill Pond Park or otherwise properly disposed of at the conclusion of the time reserved for the activity or event as stated in the Permit.
  - (d) All alcoholic beverages must be served in accordance with the rules and regulations of the Oregon Liquor Control Commission (OLCC); and the

Sponsor is solely responsible for ascertaining and following all applicable OLCC rules and regulations.

(e) FHHOA has the authority and may require proof of compliance with OLCC regulations for the service and consumption of alcoholic beverages at Mill Pond Park.

(f) Under-age consumption of alcohol is not legal or permitted in Mill Pond Park.

16. With respect to tents, temporary structures, and equipment used in connection with activities and events for which a park usage Permit is issued:

(a) All tents, temporary structures, and equipment must be approved by FHHOA in the Permit before installation and must be removed from Mill Pond Park at the end of the reserved time for the event as set forth in the Permit.

(b) A schedule for erection and removal of any tents, temporary structures, or equipment in Mill Pond Park must be provided as part of the application process and will be included in the park usage Permit. The erection or installation of tents, temporary structures, and equipment in reserved areas may not begin until the day of the private activity or event and must comply with the schedule set forth in the Permit.

17. FHHOA has the authority and may require proof of liability insurance and/or may require the Sponsor(s) to enter into a satisfactory indemnification agreement (i.e., under which the Sponsor agrees to defend, indemnify, and to hold FHHOA harmless) in connection with an activity or event that is the subject of the application and/or Permit.
18. FHHOA has the authority and may require that FHHOA be named as an additional insured on Sponsors' liability insurance in connection with an activity or event at Mill Pond Park for which an application is made and/or a Permit is issued.
19. To accommodate groups of over 50 people, Sponsors must provide a portable toilet for every 125 people in attendance (i.e., the attendance of 51 up to 125 people requires one portable toilet, attendance of 126 people up to 250 requires two portable toilets, etc.).
20. FHHOA may limit the aggregate number of Permits issued under this Policy or the number of Permits issued for the benefit of any person or group for activities or events in Mill Pond Park.

