



General Guidelines for Commercial Activity at PP&R Outdoor Facilities

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Objective

The objective of permitting commercial activity within Portland Parks & Recreation (PP&R) parks is to increase public recreation opportunities and to provide the public with access to compatible products and services while generating revenue to support ongoing park programs. These guidelines will outline the types of commercial activity that is allowed within PP&R parks. Commercial activities are approved and placed where the products and/or services provided are otherwise not conveniently available to the public. Commercial activity permits will be approved only when the Director of PP&R or their designee has determined that the products or services offered will provide an enhancement to the park and surrounding community.

Description and Definition

A commercial activity permit allows an individual or organization that maintains an ongoing subsidiary business within a park. Any use of Portland Parks & Recreation's outdoor premises to advertise or promote a product or service or build an off-site business is considered commercial in nature.

This guide is intended to address commercial activity at Portland Parks & Recreation's outdoor facilities and does not address commercial activity at community centers, indoor facilities, privately managed, or leased properties. Please contact the indoor facilities directly for applicable policies on commercial activity.

Attendance for commercial activities within PP&R parks is intended to remain small, approximately 10-60 people at any one time. If you are planning a large community event, please see our Special Use Manual for more information. Here are some examples of each category:

Commercial Activity covered by this guide:

- Self-promotion of business
- Direct service or onsite sales from permittee/organization
- 1:1 or small group class (10-60 people)
- Ongoing event or multiple dates
- Facility specific engagement

Rate 3 Event- see the Special Use of Major and Minor Parks

- Multiple sellers / vendors
- Advertisement, Fundraising or Community Engagement
- Large Group (150 people or more)
- 1-day event (additional time for set up or take down)

Approved Concession Products and Services

The Director of PP&R, with the approval of the Commissioner-in-Charge, shall maintain a list of generally approved types of commercial activity permitted within PP&R parks. All types of commercial activity 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:

- Sale of food and/or beverages for immediate consumption
- Personal fitness training, group exercise classes such as yoga, boot camp, hiking, and running.
- Educational programs & instruction such as photography classes, environmental education classes, art, music, drawing or painting instruction
- Tours (using a park facility as a meeting place and/or traveling within the park)
- Commercial docking for tours, equipment rental, or other commercial ventures.
- Sale or rental of equipment intended to enhance the park user's experience or to promote inter-park recreation (example: disc golf discs, stand up paddle board rentals).

Excluded: Mountain Biking in Natural Areas, Live Action Role Playing involving prop weapons or violence, and Large group runs that would cause congestion on trails.

Requests to have a different product or service considered for approval shall be submitted, in writing, to the PP&R Customer Service Center Manager who shall determine whether the item or service conforms to the criteria listed below.

Please include a letter of interest detailing your product or service, hours of operation, business plan and benefits provided to the community/park location.

When the permittee is identifying which product or service to provide, keep in mind that consideration for approval will be based on the following criteria. All items or services to be sold shall:

- Be professional in appearance, having a logo, and contact information
- Meet the PP&R regulations on size of vending unit
- Involve a short transaction period to complete the sale or an established time to render the service
- Be easily carried by pedestrians.

All items or services to be provided shall not:

- Lead to, or cause congestion, or blocking of pedestrian or vehicular passage on a walkway or path of travel
- Cause undue noise or offensive odors
 - We do not allow generators, fuel-based motors, or similar items
- Directly compete with a PP&R programs, PP&R partner programs or other businesses within or directly adjacent to the park
- Harm or encumber park structures or vegetation
- Compete with or hinder other permitted programs, activities, or events.

If the item or service does not conform, it shall be listed as prohibited for sale in PP&R parks. The decision of the PP&R Customer Service Center Manager may be appealed to the PP&R Property & Business Development Manager.

Permittee and its licensees and/or invitees are subject to all PP&R regulations, Portland City Code (PCC), statutes and laws including, but not limited to, prohibited conduct (PCC 20.08.060 and PCC 20.12), prohibition against weapons, including prop weapons (PCC 20.12.050), emergency access restriction (PCC 14C.30.016), and crowd management and dispersal requirements (ORS 131.675).

General Conditions of Use

Permittee shall abide by all provisions of Portland City Code pertaining to use and activities in PP&R parks, including Portland City Code Chapter 20.12, and park rules and regulations established by the Commissioner In Charge of PP&R. Some relevant provisions of law:

- PCC [14A.50.040 Conducting Business on Public Property and Public Rights of Way](#)
- PCC [20.12.020 Conducting Business or Soliciting Charity](#)
- PCC [20.12.040 Unlawful Acts Involving Alcohol, Controlled Substances or Prescription Drugs.](#)

Portland City Code may be viewed at www.portlandonline.com/auditor. Violations of the law pertaining to use of PP&R parks may subject any person or property to ejection or exclusion, criminal citation, arrest and potential prosecution, and any other remedies available to the City.

The commercial activity permit granting permission and privilege to use PP&R parks may not be re-assigned or transferred. The permittee shall not subcontract their work under this agreement, in whole or in part. Failure to comply with this provision will result in immediate termination of the permit.

Permittee accepts full and complete responsibility for all loss of, or damage to, any item of permittee's property from any cause whatsoever and expressly releases the City of Portland, its officers, agents, and employees, from any liability therefore.

Permittee shall be responsible for cleanup of all park area within 100 feet of commercial activity area. Permittee shall be responsible for removing all litter and waste generated by commercial activity's operation. All waste (from creation or customer use) shall be removed from City property for proper disposal at permittee's expense. The City shall charge for the costs of special cleanup necessary should the permittee fail to comply.

Permits are issued for specific parks, locations, and facilities. Only the identified permitted space may be used. Unless otherwise stated, facilities that are reservable for picnics, weddings, sports, or public events are not included in commercial activity permits and must remain open and available to the public. Some locations may have hard surfaces or picnic shelters that are reservable at a special rate during the off-season October through February.

The permittee is confined to the areas specified in their 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 or their designee. Permittee understands there are many uses and activities occurring at PP&R parks, including recreation and pedestrian traffic during peak hours. Permittee must manage its commercial activity, use and business so that permittee does not create congestion to park trails or paths for persons with disabilities or for persons who may wish to use PP&R parks. Permittee understands that there may be unexpected crowds, gatherings, and other expressive activities at PP&R parks. Permittee understands and assumes potential risks of damages, losses, interruption or interference to business and/or commercial activities, and/or personal injuries to permittee, its employees, agents or invitees, that may be caused by any third parties.

The City is under no obligation to furnish shelter, storage, utilities, equipment, furniture, or fixtures.

If PP&R agrees to provide permittee with use of utilities (examples such as electricity and water), utilities used by or for the benefit of permittee shall be paid for by permittee on a rate to be determined by PP&R. Please see *Fee Table* further below.

The permittee shall not place any signage in the park or adjacent right-of-way except which is directly affixed to the vending unit. Sandwich boards and lawn signs are not allowed.

All signs, equipment, pushcarts, trailers, and mobile units must be removed from PP&R property on days and hours when not open for business and at times other than the season and hours of operation as specified, except when prearranged and detailed in the permit.

Improvements to the park location for the permittee's benefit shall not be made without PP&R's written approval and shall be made at the permittee's expense. No improvements may be performed for or by the permittee. Such improvements shall meet PP&R specifications, shall be done by a licensed or regulated PP&R employee or contracted party, and shall comply 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 permittee, at its sole cost, upon termination of the permit.

Prices of items and/or services sold or offered shall be posted and visible.

Permittee shall not sell or distribute alcoholic beverages without PP&R written approval and shall require the proper permitting or licensure from the Oregon Liquor Control Commission (OLCC). Liquor Liability insurance coverage may be required by PP&R.

Permittee shall eliminate any unsafe condition or public hazard resulting from, or associated with, the permittee's activities without delay as directed by PP&R staff.

Permittee shall be responsible for cost of repair or replacement for any damage to park property from the activities of the permittee or their invitees.

Permittee shall provide refuse container(s) suitable for collection of any discarded food, service items, or other concession related trash generated by customers or other persons. It is the permittee's responsibility to remove the waste daily at the permittee's expense.

The permittee is responsible for the collection of all service items discarded within the park.

Payment and Penalties

Application fees are based on when the permittee completes the application, in relation to the requested start date. It is due at the time of application and is non-refundable. **The requested start date cannot be changed once the permittee has applied.**

Current rates can be found in the Portland Parks & Recreation Fee Table below:

Non-Refundable Application Processing Fees*	
Tier 1 (45+ Days)	\$150
Tier 2 (31 - 45 Days)	\$300
Tier 3 (16 - 30 Days)	\$450
Tier 4 (8 - 15 Days)	\$600
Rush Fee*	\$150

*Rush fee is applied if all required documents are not submitted at least 7 days prior to start date.

**Or equivalent of hourly usage fee to 1 month's usage.

Additional Fees	
Permit Adjustment Fee	\$ 25.00
Failure to Comply Fee	1 month's fee**
Electricity (<i>110v/20amp only</i>) <i>IF available</i>	\$33.25 per month
Key Deposit (may be required)	\$100 Refundable
Vehicle Access- passes are for loading and unloading only	\$67.25 per vehicle/day
Insurance and AIE Review Fee	\$50
Noise Variance	\$110
Special Use	\$204

Payments may be paid by cash, check, Visa, MasterCard, Discover Card or American Express through the [Online Portal](#) or the Portland Parks & Recreation Customer Service Center located at 1120 SW 5th Ave, First Floor, Portland, OR 97204 or by phone at 503.823.2525 during business hours. Checks should be made payable to "The City of Portland."

By completing the application, payment, and commencing operation, the permittee has agreed to abide by conditions as set forth in the "Type" specific guidelines as listed on the City of Portland's [Commercial Activity Website](#).

[Commercial Activity - Food, Beverage and Product Sales Policies](#)

[Commercial Activity - Education and Fitness Activity Policies](#)

[Commercial Activity - Tour Policies](#)

[Commercial Activity - Rental Equipment Policies](#)

[Commercial Activity - Music Performance and Sales Policies](#)

Facility Usage Fees				
Education & Fitness	Tours (Land Based only)	Food, Beverage & Product	Rental Equipment & Recreational Piers	Music
Up to 15 people- \$6.75/ Hour	*All fees are waived for 2022	See chart below	\$209.75per month/per park	\$209.75 per month/ per park
16 to 30 people- \$10.75/ Hour				
30-45 People \$21.25 /Hour				
45-60 People \$32 /Hour				
These groups require additional approval	Off season Shelters \$20/hr plus regular hourly fee			

Food, Beverage, and Product (sales and rentals)		
High Traffic Parks (Including but not limited to: Ira Keller Park, Jamison Square, North Park Blocks, South Park Blocks, Eastbank Esplanade)	Non-Motorized small units up to 4' x 6' \$557.25/month No Vehicle Access	Large Units up to 6'x 6' - \$805.50/month Over 6'x 6' is + \$10/sq. ft. per month Limited vehicle access for additional fee
Washington Park		\$1042.75/Month Limited Vehicle Access for additional Fee
Community Parks (Including but not limited to: Grant, Mt Tabor, Sellwood, Wallace)	Non-Motorized small units up to 4'x6' No Vehicle Access \$209.75 per Month	

- A permit application is not complete until all the checklist documents and requirements have been met.
- A usage fee will be charged (monthly, hourly, or in another designated unit) for all locations. Fees must be paid in one of two methods.
 - **Pay in full**
 - **This method is required of bookings that span three (3) months (for monthly fees or 12 weeks (for hourly fees) or less in duration.**
 - This method is required for all permit usage fees less than \$500. The application fee is not included in this amount.
 - Pay in full- Discount eligible
 - If the booking dates span four (4) months/16 weeks or more in length and the usage fees are \$500 or more, a 10% discount may be offered.
 - **Payment Plan**
 - **If the booking is four (4) months/16 weeks or more in length and the usage fees total more than \$500, a payment plan may be offered.**
 - Fees must be debited automatically to pull payment from a valid Visa, MasterCard, Discover or American Express Card.
 - If payment cannot be automatically debited more than twice, the payment plan will be revoked and all remaining payments due.
 - Monthly fees will be debited on the 1st day the month prior to use.
 - Hourly fees will be equally distributed over the weeks booked.
 - Payment plans cannot extend past the last booking date.
 - The expiration date of the card must be after the last scheduled payment.
- Once the permit has been issued, a “Permit Adjustment fee” will be assessed for each set of adjustments requested by the permittee.
- Set up and take down times must fall on days booked within the original permit. For every un-permitted day the permittee is in the park for set up or take down, the permit rate will triple. If this time extension causes Portland Parks & Recreation to reschedule maintenance activities, the permittee will be billed for any additional PP&R operating costs incurred by the rescheduling.

- The permittee may be fined for failure to adhere to or maintain all the conditions of use or requirements included in their commercial activity permit. The “Failure to Comply fee” will be added to your permit.
- Fines levied may be up to 100% of the monthly fee (or equivalent) 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 to an individual or organization until all outstanding balances are paid.

Cancellation and Refunds

To receive a full refund of usage and permit fees, the permittee must submit a request to release the facility 15 days prior to the first date of the usage (monthly and hourly charges). After a permit is issued, a modification fee will be charged per permit for each request to add or remove dates.

- Education/Fitness/Tours – modification requests must be submitted with five (5) days’ notice if permit started.
- Food Carts/Equipment – no refunds for mid-month cancellation, modification request must be submitted 15 days prior to the start of the month.

Licenses, Fees, and Compliance with Laws and Regulations

The permittee shall obtain all necessary licenses and permits and pay all fees required to operate a private business and shall comply with all federal, state, and local laws and regulations applicable to such operation. Permittee 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.

Portland Business Tax Certificate of Compliance: Permittee must remain in compliance with the Business Tax laws of the City of Portland. More information on compliance, requirements and confirming compliance status can be found on the [Portland Revenue Bureau website](#).

Health Department: (Food & Beverage Sales) Anytime food items are prepared and/or served to the public on park property, a sign off and/or permit is required from the Multnomah County Environmental Health Services. Contact the Head Sanitarian for the day at (503) 988-3400.

Fire Bureau, Contained Fuel: (Food & Beverage Sales) Permittee is required to contact the Fire Marshal and obtain sign off and/or required permits. The permittee may be required to meet specific conditions of use required by the Fire Department. Contact Public/Special Events Inspector at (503) 823-3955 and obtain a signature on the "Special Use Requirements" provided to you after you apply for a PP&R permit.

Waste Management Plan: (Food & Beverage Sales) Permittee will provide a completed Waste Management Plan detailing how they intend to remove the waste and litter created by their commercial activity. The permittee is responsible for removing all waste generated by their commercial activity to a radius of 100’.

Menu Requirements: (Food & Beverage Sales) Portland Parks & Recreation requires that menu and prices are posted clearly at the time of sale. You must provide a picture of your Vending Unit as it will look during the hours permitted for use.

FAILURE TO ADHERE TO ANY AND ALL OF THE ABOVE AGENCY REQUIREMENTS AND GUIDELINES MAY RESULT IN REVOKING OF COMMERCIAL ACTIVITY PERMIT AND/OR PARK EXCLUSION.

Liability Insurance

The permittee is required to maintain liability insurance as specified by the City in the following paragraphs.

The permittee shall obtain and maintain commercial general liability (CGL) insurance, covering liability for bodily injury, personal and advertising injury, property damages, premises liability, on going operations, contractual liability, products and completed operations, and public liability.

The insurance shall provide coverage for not less than \$2,000,000 for personal injury to each person, \$1,000,000 for each occurrence involving property damages; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the “City of Portland and its officers, agents, and employees.”

The insurance shall not terminate or be canceled without 30-day written notice first being given to the PP&R 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.

Permittee shall maintain on file with the PP&R 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 the permit by the City.

Additional Insured Endorsement

Permittee must obtain an Additional Insured Endorsement (AIE) form CG 20 10 04 13 or CG 20 26 04 13. Any other AIE statement is subject to review by PP&R Managers and the City Attorney and will incur a \$50 Insurance Review fee before review.

Workers' Compensation

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

The permittee shall obtain workers' compensation insurance for all 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 permittee or the permittee's workers either are defined under that chapter as non-subject workers, the permittee shall elect and obtain workers' compensation insurance under ORS 656.039 before this permit is executed. It shall be the responsibility of the permittee to obtain workers' compensation insurance covering any person working or providing a service under the permit. A certificate of insurance, or copy thereof, shall be provided to the PP&R Customer Service Center. The permittee shall further agree to maintain this workers' compensation insurance coverage throughout the duration of the permit.

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

Independent Contractors

The commercial activity permit, or privileges provided by a permit, cannot be re-assigned or transferred. All agents of the permitted company or organization must be covered under the permit holder's insurance, including workers compensation insurance. If your business or organization is not able to provide insurance for the service provider, the individual must apply for their own permit.

The permittee and their 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 permittee is engaged as an independent contractor of the city and will be responsible for any federal, state, and local taxes and fees applicable to the permittee's activities.

Indemnification

Permittee shall hold harmless, defend, and indemnify the City and its officers, agents, and employees against all claims, demands, actions, and suits of whatever nature, whether resulting from negligent or willful acts or omissions, and from damages or losses and all expenses and costs (including all attorney fees and costs) brought against any of the aforementioned or incurred by the City as a result of or arising out of permittee's operation and activities under the permit or permittee's use of the park.

Right of First Refusal for the Next Application Window

If permittee is in "Good Standing" at the opening of the next application cycle, permittee will have the right of first refusal. Starting November 1st, Right of First refusal provides permittee a 30-day window to reapply for a permit at permittee's current location before general application is accepted. To qualify as in "Good Standing," permittee must:

- Be current on all scheduled payments and not have any past due balances.
- Be in compliance with all permit requirements.
- Have No "Failure to Comply" letters issued within the previous calendar year.

Permitting Duration and Usage

The minimum duration of a permit is expected to be three (3) months or more, except for Education, Fitness and Tour operators. Other exceptions may be approved on a case-by-case basis.

Unless specified otherwise, the permit period is from first date of permit through expiration of the permittee's insurance or December 31st and is limited to the season and hours of operation specified within the permit.

The minimum duration of permit for Food, Beverage and Product sales in the South Park Blocks is nine (9) or more months per calendar year. The 3-month break must occur consecutively and be pre-arranged at the time of booking with PP&R Customer Service Center Manager approval. If it is not arranged at time of permit approval, permittee must give a minimum of 30 days written notice before taking the 3-month break. All other parks are subject to a 3-month minimum.

Permittees must be actively using their permit to remain in good standing. Permittees operating less than 80% of their permitted time will not be offered right of first refusal and may be denied a permit in the following year.

Permittees must notify the PP&R Customer Service Center of planned absences and/or business closures lasting more than two (2) business days.

Rights Reserved

The City reserves the right to reject any and/or all applications, in whole or in part.

If the permittee fails to comply with any of the requirements or conditions of the permit, which is based upon and includes these specifications, the City reserves the right to suspend or terminate immediately the permit by email, mail, or hand delivering written notice of the breach to permittee, addressed to permittee's last address on file with the PP&R Customer Service Center.

PP&R, through its Director or an authorized designee, reserves the following rights:

- Right to terminate a commercial activity permit or portion thereof should the service prove unsatisfactory in the opinion of the Director.
- Right to terminate a commercial activity permit upon 30 days written notice to permittee for any reason.
- Right to determine the exact location within each park or right-of-way adjacent to each park where permittee may conduct operations under the terms of the commercial activity permit.
- Right to exclude a permittee from the permitted location for up to five (5) consecutive days per month for any reason.
- Right to review for approval all items and services offered, and all prices of items and services provided to the public.
- Right to add or withdraw park locations from the list of approved locations without notice.

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 permittee. Such permitted use may result in the temporary exclusion of the permittee from privileges described herein or may result in a temporary change of permittee's location and/or times of operation.

Commencement of Work

The permittee 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:

- 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
- City of Portland Business License shall be obtained, and a copy provided to the PP&R Customer Service Center
- The permit is fully executed by the parties, approved, and **issued by the PP&R Customer Service Center.**