

EXPOSITION-RECREATION COMMISSION

151011

RULES AND REGULATIONS

INTRODUCTION - LEGAL AUTHORIZATION

Pursuant to the Charter of the City of Portland, Chapter XIV, Article 1, Section 14-103, the Exposition-Recreation Commission may establish (subject to the review of the City Council) such Rules, Regulations and Policies and Procedures for the operation of the Department of Exposition and Recreation as the Commission may deem proper.

In accordance therewith, the Commission hereby establishes the following Rules and Regulations for the operation of the Department.

The City Council, by Ordinance No. _____, dated _____, 1981 approved these Rules and Regulations and a verified copy thereof was filed with the City Auditor pursuant to Section 14-103 of the City Charter, City of Portland, to be kept as a permanent record and thereupon shall be binding upon the public.

These Rules shall supercede any Rules and Regulations previously adopted.

PART I ----- GENERAL INFORMATION

SECTION ONE, DEFINITIONS

(1) "The Portland Memorial Coliseum" hereinafter referred to as "Coliseum", (as shown in Appendix ____), means all or any portion of the facility of the Portland Memorial Coliseum Complex including the Arena, Exhibition Hall, Convention Hall, Assembly Hall, and all halls, rooms and related facilities including the grounds and the related parking lots, but not the public streets and rights-of-way.

(2) "Arena", (as shown in Appendix ____), means the Coliseum Arena, and all halls, rooms and facilities thereof.

(3) "Exhibition Hall", (as shown in Appendix ____), means the Coliseum Exhibition Hall and all halls, rooms and facilities thereof.

(4) "Assembly Hall", (as shown in Appendix ____), means the Coliseum Assembly Hall and all halls, rooms and facilities thereof.

(5) "Convention Hall", (as shown in Appendix ____), means the Coliseum Convention Hall and all halls, rooms and facilities thereof.

(6) "Meeting Rooms", (as shown in Appendix ____), means the Coliseum Meeting Rooms, and all facilities thereof.

(7) "Civic Stadium", hereinafter referred to as "Stadium", (as shown in Appendix ____), means all or any portion of the facility including grandstands, bleachers, playing field, rooms, concourse, and any related facilities thereof.

(8) "Parking Lots", (as shown in Appendix ____), means those lots owned and/or operated by the Exposition-Recreation Commission and other such lots or extensions of existing lots as may be added from time to time.

(9) "Exposition-Recreation Commission", hereinafter referred to as "Commission" means the five member body appointed by the Mayor who are empowered to operate the Department of Exposition and Recreation.

(10) "General Manager", means the individual appointed by the Exposition-Recreation Commission to manage the Department of Exposition and Recreation, or his assistant.

(11) "Permit", means the printed Coliseum and/or Stadium Permit form and addenda thereto issued to an applicant by the General Manager.

(12) "Permittee" means the person, firm or corporation using the Commission facilities under written permit from the Commission.

(13) "Gross Receipts", means all money derived from the use of the Coliseum and/or Stadium after deducting all sums necessary to pay City, County, State or federal taxes attributable to the activity conducted by the Permittee on the Commission's premises.

(14) "Concessions", means the use and occupancy of the Coliseum and/or Stadium for the: (a) display of or sale or dispensing of programs, libretto periodicals, books, magazines, newspapers, beverages, flowers, tobaccos, candies foods, novelties, works of art and handicraft, or related merchandise and sold in related facilities; (b) taking for sale or selling of photographs or any other form of reproduction; (c) operation of a checkroom; and (d) parking.

SECTION TWO, PERMIT TO USE

No person may use the Coliseum and/or Stadium without first having obtained a written permit. Permits for the use of the Coliseum and/or Stadium shall be issued on authorized printed forms, affording notice of applicable rules and regulations. An application and/or deposit may be required at the time of issuance of a permit, or at any time prior to the staging of the event. Applicant or Permittee shall be required to submit any information necessary to determine facilities, arrangements and any special services necessary to the staging and proper management of any event scheduled in the Coliseum and/or Stadium. Any violation of these rules and regulations shall, within the discretion of the General Manager, subject the violator to immediate expulsion from the Coliseum and/or Stadium together with forfeiture of all sums at that time paid for the use of the Coliseum and/or Stadium; as well as create enforceable liability on the part of the Permittee in the courts, for payment of any unpaid, and owed sums of money, together with damages.

Verbal agreements for use of the Coliseum and/or Stadium are not binding upon the Commission, General Manager or Coliseum.

Permittee's acceptance of an issued permit for the use of the Coliseum or Stadium shall constitute an offer to enter into a contract with the Commission on the terms set forth in the permit; and shall constitute a contract upon approval of the permit as to form by the City Attorney and upon written approval by the General Manager or the Commission. At his discretion, the General Manager may ask for a rental application. Letters of intent or similar instruments are not binding upon the Commission unless signed by the General Manager and the Chairperson of the Commission, with the approval of the Commission.

SECTION THREE, BOND REQUIREMENT

The General Manager may require any applicant seeking to use the Coliseum and/or Stadium to furnish a satisfactory cash or security bond, commensurate with all risks and Commission expense involved, guaranteeing that said applicant will well and faithfully perform each and every term and condition of any permit awarded as well as abide by and observe all lawful rules and regulations for the use of the Coliseum and/or Stadium.

SECTION FOUR, DESIGNATION OF RENTAL

Designation of rental classification to determine use of and fee for use of the Coliseum and/or Stadium will be made by the General Manager, consistent with the Rental Schedule.

Any additional charges to be assessed shall be determined by the General Manager. The fees are set forth in the "Schedule of Extra Charges" in force at the time the permit is signed by the General Manager with the approval of the Commission. The following list comprises in part, special facilities or extra services for which those charges can be made:

1. Public address system
2. Outside amplification
3. Equipment required to amplify sound
4. Special seating arrangements
5. Use of forklift
6. Changes in seating arrangements
7. Janitor work beyond the usual hours
8. Erection of stages, barriers or platforms
9. Security arrangements
10. Miscellaneous service or equipment

Any services or facilities which are not covered by the "Schedule of Extra Charges" but which are requested by the Permittee will be charged for a rate to be determined by the General Manager. All decisions of the General Manager with respect to extra services shall be final.

SECTION FIVE, NEGOTIATED RATES

When applicant seeks rates other than those established, a written application containing justification for the rate sought, must be filed with and approved by the General Manager before any permit can be issued. The Commission may review all such applications and approve or deny them. Preference for use shall be given by the General Manager to applicant, applying for use at the posted basic rental rates, unless otherwise determined by the Commission.

SECTION SIX, DEPARTMENTAL SERVICE

Use of the Coliseum and/or Stadium at posted rates shall not entitle Permittees to any personnel service in connection with staging the event. At the discretion of the General Manager, services of the department's regular employees may be furnished at no extra cost to the Permittee, but such services shall not include extra services as set forth in the Rental Schedule. From the General Manager's supplied personnel list, Permittees shall hire and pay the salaries of other employees required in connection with the event.

The Commission by its General Manager, reserves the exclusive right to determine the number, type, classification and source of all personnel required to properly stage and manage the event or attraction. These personnel will be provided at the wage scale on file in the General Manager's Office.

SECTION SEVEN, CLASSIFICATION AND TIME

The classification of usage indicated in the Rental Schedule hereinafter set forth shall determine the amount of all rentals. Unless otherwise provided, the period of occupancy for all use permits shall be between the hours of 8:00 a.m., and 12 Midnight. A Fee equal to ten (10) percent of the total rent shall be charged for each hour or portion of hour for overtime use of the facility beyond the time specified by the use permit. Such overtime use must be with the prior approval of the General Manager.

SECTION EIGHT, TICKET AND ACCOUNT CONTROL

The General Manager shall have the right in connection with the use of the Coliseum and/or Stadium to prescribe the form of tickets, account records, and reports used by the Permittee in the staging of events or attractions. With respect to commercial events the Commission shall have the exclusive right to control the sale of all tickets on or off the premises. All tickets shall be ordered from a bonded ticket printing company and shall be accompanied by a ticket printers manifest. The sale and control of such tickets shall be in accordance with procedures approved by the Commission. Permittee shall not have the right to draw upon receipts until after the completion of the event.

The Commission also reserves the right to establish ticket agencies or to contract with existing ticket agencies for the sale of tickets. The Permittee shall be required to utilize these agencies for the sale of his tickets, at the established agency commission, unless the General Manager, in his direction, determines that one or more of such agencies shall not be utilized.

Permittee shall be required to account for all complimentary admissions, if any, in excess of the approved number.

The General Manager shall have the right to exact a charge for all ticket sales at the Coliseum and/or Stadium in accordance with the schedule approved by the Commission.

The General Manager shall maintain proper records of all space reserved, tickets sold, and services rendered. He shall file with the Commission such audit copies of receipts, invoices and other financial documents as the Commission may request.

SECTION NINE, REHEARSAL AND INGRESS AND EGRESS

Rehearsal time shall be charged for at the normal rate posted in the schedule of rental rates. Events scheduled in the halls or Arena will be provided with free ingress and egress days on the basis of the following schedule: Free ingress and egress days will be scheduled on an "as available" basis. All other ingress/egress days will be charged at one-half the daily rate.

1 to 2 day shows - no free ingress/egress days

3 to 4 day shows - one day of ingress or egress free

5 or more days - one day of ingress and one day of egress free

Exception: Nonprofit, tax exempt organizations may be provided with free ingress/egress days at the General Manager's discretion.

SECTION TEN, GUARANTEED RENTAL RATES

Facility use rates for conventions and national trade shows may be established and guaranteed to remain unchanged eighteen (18) months prior to the event with the contract issued twelve (12) months prior to the event. All other events will pay the rate prevailing at the time of contract signing.

SECTION ELEVEN, CONCESSIONS AND CATERING

Subject to competitive bidding procedures, all concessions and catering shall be selected by the Commission. Such providers, once selected, shall be the sole source for concessions and catering within the Coliseum and/or Stadium unless otherwise directed by the Commission or its General Manager.

SECTION TWELVE, PERMITS AND LICENSES

The Permittee for each Coliseum and/or Stadium usage shall be required to comply with all applicable Federal, State and/or Municipal permits or licenses for the doing of any act within the Coliseum and/or Stadium. Inspections shall be performed by the appropriate Departments at the General Manager's request to insure Permittee's compliance with all the applicable statutes, codes and regulations.

SECTION THIRTEEN, ADVANCE PAYMENT

All Coliseum and/or Stadium use charges shall be paid in advance of occupancy by the Permittee. The General Manager, shall designate the time of such payments in the written permit, which shall be prior to the staging of any event. When the charge involves payment of a stipulated percentage of gross receipts, the General Manager shall determine the amount of the advance deposit, but in no case shall Permittee occupy the Coliseum and/or Stadium unless the minimum guarantee, plus the cost of any special facilities or extra services, which can be determined or estimated in advance by the General Manager, have been paid. If the Permittee shall default in the performance of any term or condition of these regulations or the Permit, the Commission shall have the right to retain all monies previously paid to it by the Permittee under the terms of the Permit and to seek any damages resulting from the default.

SECTION FOURTEEN, TAXES

The Permittee shall pay all taxes of whatever nature becoming due by reason of its use of the Commission's facilities and shall indemnify the Commission against all liability for any such taxes.

SECTION FIFTEEN, INDEMNITY AND LIABILITY INSURANCE

1. Indemnity. The Permittee shall indemnify and hold the City of Portland, members of the City Council, the Commission, the individual Commissioners, and the officers, agents and employees of the City and of the Commission, the "Indemnitees", harmless from:
 - (1) All damage, loss, cost or expense that the Indemnitees may sustain on account of any damage to or destruction of any property that the Commission may own or in which the Commission may have an interest;
 - (2) Any liability on account of any damage to or destruction of any property belonging to any other person, firm or corporation;
 - (3) Any liability on account of damage resulting from injury to or death of any person or persons;resulting from or in any way connected with the use by the Permittee, its agents, employees or invitees, of the Commission's facilities.
2. Liability insurance. At its own expense, the Permittee shall maintain public liability and property damage insurance in standard form in amounts reasonably acceptable to the Commission. The City of Portland and the Commission and its officers, agents and employees shall be named as insured parties on such insurance. All such insurance shall include contractual liability coverage for the Permittee's indemnities under these Rules and Regulations and the Permit. The Permittee shall promptly deliver to the Commission the certificates of all such policies. While the Permit continues in effect, such insurance shall provide for notice of nonpayment of premiums by the insuring carrier to the Commission; and that such insurance will not be cancelled or

released except upon thirty (30) days prior written notice to the Commission. The Permittee shall promptly pay when due the cost of all such insurance and if it fails to do so, the Commission may, at its option, pay the same and the Permittee shall reimburse the Commission therefor immediately upon demand.

3. Worker's compensation insurance. Pursuant to the provisions of State law, a Permittee shall procure, pay for and keep in force, Worker's Compensation Insurance on behalf of the Permittee's agents and employees. Any questions regarding the requirements of this paragraph shall be resolved by the City Attorney.

SECTION SIXTEEN, COPYRIGHT INFRINGEMENT

No copyrighted musical composition shall be presented in any manner in connection with any use of the Coliseum and/or Stadium unless all royalties and fees for such presentations shall have first been paid with satisfactory evidence of payment presented to the General Manager prior to such program.

SECTION SEVENTEEN, BROADCAST - TELECAST

The application for a permit shall state if the applicant intends to broadcast by radio, televise or record by any means the event or any portion of it. No such broadcast, telecast or recording is authorized without the prior written approval of the Commission, which reserves the right to a negotiated percentage of any revenue derived from such broadcast, telecast or recording. The Permittee shall pay, in advance, all expenses of any such broadcast, telecast or recording.

SECTION EIGHTEEN, REFUNDS OR ADVANCED USAGE DEPOSITS

Advanced usage deposits may be refunded when, (1) the scheduled performance is cancelled by the General Manager under any of the terms of the permit or rules and regulations governing the management of the Coliseum and/or Stadium allowing refund; or (2) the scheduled performance is otherwise cancelled on the mutual agreement of the General Manager and the Permittee.

Refund recovery rights shall not be assignable except by operation of law. Such rights must be exercised within one year.

SECTION NINETEEN, PARKING LOTS

The Commission operates all parking areas related to the Coliseum and/or Stadium. In Commission operated parking areas, preference will be given to event attendees, at rates established by the Commission.

SECTION TWENTY, CITY ATTORNEY AS LEGAL ADVISOR

The City Attorney shall be legal advisor to the Commission and shall approve all forms of permits, bonds, contracts and other documents used in carrying out the operation of the Coliseum and/or Stadium and these rules and regulations.

SECTION TWENTY-ONE, AMENDMENTS TO RULES AND REGULATIONS

These rules and regulations may be amended by resolution passed by a majority vote of the Commissioners after notice that such amendment will be considered, given at the previous regular meeting of the Commission.

COLISEUM RENTAL SCHEDULE

<u>AREA</u>	<u>RATE</u>
Arena	Ticketed: \$2,000 or 12% Non-ticketed: Sept.-May: \$2,000 June-Aug.: \$1,750 Floor Only: Sept.-May: \$3,500 June-Aug.: \$3,000
Concourse	\$ 350
Exhibit Hall	\$ 1,600
Convention Hall	Meetings: \$825 Exhibits: \$750
Assembly Hall	Meetings: \$725 Exhibits: \$650
Assembly Hall Rooms	
Cedar	\$ 110
Juniper	\$ 140
Spruce	\$ 110
Fir	\$ 140
Pine	\$ 250
Tamarack	\$ 250
Georgia-Pacific	\$ 500
Weyerhaeuser	\$ 140
Simpson	\$ 90
International Paper	\$ 70
Dwyer	\$ 50
US Plywood	\$ 50
Pope and Talbot	\$ 50
Fountain	\$ 50

Events scheduled in the three exhibit halls will be provided with complimentary meeting rooms based on the following schedule. Meeting rooms will be scheduled on an "as available" basis.

1 to 2 day show - no meeting rooms provided on a complimentary basis.

*3 to 4 day show - one room per hall rented from the following list:
Weyerhaeuser
Simpson
International Paper
Dwyer

*5 to more days - one room per hall rented from the following list:

Georgia-Pacific
Weyerhaeuser
Simpson
International Paper
Dwyer

Entire Building Shows - The following rooms will be made available at no charge:

Weyerhaeuser
Simpson
International Paper
Dwyer

PLEASE NOTE: Permittee will still be liable for such additional charges for equipment, sound, lighting, electricity not normally provided as part of the rental fee.

US Plywood, Pope and Talbot and Fountain Rooms are not normally used as meeting rooms. However, these rooms may be made available by special request.

*Not including ingress/egress

I. FootballA. High School

1. Regular Season Varsity games (based on turnstile attendance)

<u>PER GAME</u>		
<u>Turnstile Attendance</u>	<u>Rent</u>	<u>Triple Header</u>
1-1,000	\$300	\$750
1,001-2,000	\$350	\$850
2,001-4,000	\$400	\$950
4,001-6,000	\$550	\$1250
6,001 +	\$700	\$1550

Note: Locker room usage limited to team half-time meetings for Portland School District No. 1 events.

2. League (Varsity) playoff games: (same as A. 1. above).

3. State playoff games: The greater of \$550 per game or 12% of the gross ticket sales.

4. Junior Varsity and Frosh games: \$100 per game.

Note: Locker room usage limited to team half-time meetings.
Field phones, press box facilities and public address system not provided.

- B. College - Regular Season and playoff games: The greater of \$1,750 per game or 10% of the gross ticket sales.

II. BaseballA. High School

1. Regular season games: \$100 per opening (maximum: doubleheader)
Triple header \$160.

2. League playoff games: \$100 per game

3. State playoff games: The greater of \$200 per game or 12% of the gross ticket sales.

- B. College - Same as II. A., 1-3 above.

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III. Soccer

A. High School (same as II. A., 1-3 above)

B. College

1. Regular Season games: \$350 per game.

2. Playoff games: The greater of \$350 per game or 12% of the gross ticket sales.

IV. Other Events: The greater of \$350 per game or 12% of the gross ticket sales.

V. Practices: Tenants are charged for lights, supervision and damages as required at the prevailing rates. Locker room facilities are not available for practices.

Rental Charges Include: (unless otherwise noted above)

1. Field preparation
2. Clean-up and trash removal
3. Locker room facilities
4. Field phones for football
5. Press box
6. One microphone & Public address system

Additional Tenant Charges: (at prevailing rates)

1. Box office and admissions control personnel
2. Security personnel
3. Field lights
4. Damages and vandalism

CIVIC STADIUM
RENTAL SCHEDULE

151044

Non-Educational Use

I. Events at which admission is charged:

The greater of \$3,000 or 12% of the gross ticket sales.

II. Events at which no admission is charged:

<u>Turnstile Attendance</u>	<u>Rent</u>
0 - 4,000	\$ 500
4,001 - 10,000	\$ 900
10,001 - 16,000	\$1,300
16,001 - 22,000	\$1,700
22,001 - 27,000	\$2,100

III. Events which require only the use of the playing field during normal working hours of Stadium Office and/or Operations personnel and do not require the use of spectator areas, dressing room facilities, field preparation and cleanup time in excess of four (4) man hours:

First hour \$50
*Each additional hour \$25

*Prorate partial hours

Rental Charges Include:

1. Field preparation
2. Cleanup and trash removal
3. Locker room facilities
4. Field phones for football
5. Press box
6. One microphone & public address system

Additional Tenant Charges:

1. Box office and admissions control personnel
2. Field lights
3. Damages and vandalism
4. Other items of direct expense -- staging etc.

ORDINANCE No. 151011

An Ordinance approving the rules and regulations adopted by the Exposition-Recreation Commission for its operations and the operations of the Memorial Coliseum Complex and the Civic Stadium; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. The Exposition-Recreation Commission has approved and adopted rules and regulations covering its operation and the operations of the Memorial Coliseum Complex and the Civic Stadium and has requested that the City Council approve these rules and regulations.

NOW, THEREFORE, the Council directs:

- a. The rules and regulations approved and adopted by the Exposition-Recreation Commission covering its operations and the operations of the Memorial Coliseum Complex and the Civic Stadium, in the form attached to the original of this Ordinance only, are hereby approved.


Section 2. The Council declares that an emergency exists because it is necessary that the Commission's rules and regulations go into effect as soon as possible; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council,

JAN 28 1981

Mayor Ivancie
TRWilliams:mc
January 12, 1981

Attest:


Auditor of the City of Portland

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Jordan	I	
Lindberg	I	
Schwab	I	
Ivancie	I	

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

Calendar No. 253

ORDINANCE No. 151044

Title

An Ordinance approving the rules and regulations adopted by the Exposition-Recreation Commission for its operations and the operations of the Memorial Coliseum Complex and the Civic Stadium; and declaring an emergency.

Filed JAN 23 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By George C. Cress
Deputy

INTRODUCED BY
Mayor Ivancie

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau:
Prepared By: Thomas R. Williams
Date: 1/12/81
Budget Impact Review:
<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not required

CALENDAR
Consent
Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer