

Alternative/Non-Street Legal Transport Contract – MYSTERY MACHINE

DATE:

OCF SPECIAL USE PERMIT #

Between: _____ (OWNER), and Oregon Country Fair.

OWNER is willing to provide: _____ (VEHICLE) to perform the following services: _____

during the following dates: _____ and hours: _____
(herein after referred to as OPERATIONAL USE.)

In return for allowing the OPERATIONAL USE, the OCF is willing to allow OWNER to use the vehicle on site for reasonable private purposes. OWNER agrees that:

1. All use of the vehicle will comply with the following rules: (Initial each rule please.)
 - a. Only people holding a valid driver license will be allowed to operate the vehicle. _____
 - b. Only people specifically authorized by the OWNER will be allowed to operate the vehicle. _____
 - c. No one under the age of 16 will be allowed to operate the vehicle. _____
 - d. The vehicle will be operated within the manufacturer's stated operational limits and in accordance with all safety requirements of the manufacturer. _____
 - e. No one impaired by any substance will be allowed to operate the vehicle. _____
 - f. Except as may be necessary for OCF operations uses, the vehicle will be operated in accordance with all OCF traffic regulations, including but not limited to established vehicle patterns and hours of gate operations. _____
 - g. All vehicles operated at night must have adequate lighting to make the vehicle visible but must not have lighting that is so bright as to be blinding to pedestrians (OCF management will have final say on what constitutes appropriate lighting.) _____
 - h. All vehicles will always be operated at safe speeds and in a safe manner. _____
 - i. Operators will comply with all instructions from OCF management, QM, Security, or Traffic crews. _____
 - j. Except as may be necessary as part of OCF operational use, the vehicle may not be operated on any public area of the Fair at any time – this includes but is not limited to: The Eight, Left Bank. Dragon Plaza, Xananadu, and/or Chela Mela. _____
2. OWNER shall be responsible for any injuries or damage caused by operation of the vehicle in violation of this contract or that results from usage of the vehicle by OWNER or any person permitted by OWNER to use the vehicle. OWNER will indemnify and hold the OCF harmless from any and all claims arising from such uses. _____ (Initials)
3. Insurance – If the vehicle is covered by any other insurance (Homeowners, Renters, etc.) please provide that information here:
 - a. NAME OF INSURANCE COMPANY _____
 - b. POLICY NUMBER _____
4. Except as expressly provided below, OCF shall not be responsible for any repairs, maintenance, or fuel for the vehicle. _____ (Initials)
 - a. OCF shall provide a: MYSTERY MACHINE sticker

5. Either party may discontinue permission to use the vehicle on the OCF site for any reason at any time. In the event permission to use is discontinued, the vehicle shall be immediately removed from OCF property (unless OCF management agrees to allow the vehicle to be secured onsite.) _____ (Initial)
6. In the event of any litigation to enforce or construe this agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial and on appeal, as well as the reasonably anticipated attorneys' fees and costs for post-judgement collection. The parties agree that the Circuit Court for the State of Oregon for Lane County shall have exclusive jurisdiction and venue for any litigation pertaining to or arising from this agreement, and each party hereby submits to the jurisdiction of such court. _____ (Initial)

This written agreement is the entire agreement between parties. There are no oral understandings. OWNER acknowledges and agrees that OWNER cannot and is not relying on any oral statements by any OCF Staff or volunteers.

OWNER's Driver License

Oregon Country Fair Approver Name Printed

OWNER: Print Name

Oregon Country Fair Approver Signature

OWNER: Signature

OCF Special Use Permit/MYSTERY MACHINE #