Portland Bureau of Transportation / HAND
License Agreement
No Parking Curb Markings

September 14, 2026

This License Agreement ("Agreement") is entered into by and between the City of Portland, through the Portland Bureau of Transportation ("City"), and the Hosford-Abernethy Neighborhood District Association ("HAND" or "Licensee"), an Oregon nonprofit corporation and 501(c)(3) organization, effective as of the last date of execution (collectively, the "Parties").

1.0 Background

1.1 The City of Portland, through PBOT, has jurisdiction over the public right-of-way, including curb markings and traffic control devices.
1.2 HAND is a neighborhood association and nonprofit organization.
1.3 The City authorizes HAND to perform limited curb marking activities under this Agreement.

2.0 License and Scope

2.1 City grants HAND a non-exclusive, revocable license to perform limited curb marking activities within HAND boundaries and the public right-of-way.
2.2 The City retains full authority over all traffic control devices and right-of-way management.
2.3 Only activities expressly authorized in this Agreement are permitted.

3.0 Roles and Responsibilities

3.1 HAND Rights & Responsibilities

3.1.1 HAND may maintain existing yellow curb markings where "No Parking" signage exists and is not obligated to maintain any markings.
3.1.2 HAND may install new yellow curb markings only within existing signed "No Parking" zones.
3.1.3 All materials shall be PBOT-approved.
3.1.4 Markings shall be continuous within signed limits and shall not extend across ADA ramps, driveways, or driveway wings.
3.1.5 Paint shall be applied only to the curb, covering all exposed curb surfaces from the gutter line to the back of the curb. Sidewalks shall not be painted.
3.1.6 Work shall be performed in a safe, neat, and workmanlike manner consistent with City standards.
3.1.7 HAND shall prepare surfaces prior to painting using appropriate cleaning methods.
3.1.8 HAND shall implement best management practices to prevent pollutants from entering stormwater systems.
3.1.9 HAND shall maintain equipment to prevent contamination of surrounding areas.

3.1.10 HAND shall provide adjacent property owners, residents or tenants with information about these activities as requested.
3.1.11 HAND shall not control traffic or restrict parking during installation unless separately permitted.
3.1.12 HAND shall document work and provide records to PBOT upon request.
3.1.13 HAND shall follow PBOT standards and PBOT training if provided.
3.1.14 HAND shall correct or remove deficient work upon PBOT direction within 30 days of City request.
3.1.15 HAND shall not install or maintain any traffic control devices not expressly authorized.
3.1.16 HAND shall comply with all applicable federal, state, and local laws and City standards.
3.1.17 Activities authorized under this Agreement shall be performed only by HAND officers, members, employees, or volunteers. HAND shall not retain, hire, or utilize contractors, subcontractors, or other third-party entities to perform any work under this Agreement unless expressly authorized in writing by PBOT through a separate written amendment.
3.1.18 When the City or other permitted parties are performing work around the Premises, HAND's work may not conflict with the work of those other parties.

3.2 City Rights & Responsibilities

3.2.1 City may assume maintenance responsibility for markings at its discretion.
3.2.2 City may inspect the work and require HAND to make corrections or remove deficient work.
3.2.3 City may suspend or halt work for safety or compliance reasons.
3.2.4 City retains full authority over the right-of-way.
3.2.5 The City has the right to permit the use of the Premises to other parties at any time.

4.0 Communication

4.1 City has provided a link to applicable standards and policy guidance.
4.2 Notices shall be provided via mail or email with confirmation.
4.3 HAND's primary point of contact for all matters associated with this Agreement shall be transportation@handpdx.org.

5.0 Funding and Costs

HAND funds all activities under this Agreement.

6.0 Claims and Risk Responsibility

6.1 As a material part of the consideration to and for the City to enter into this license, HAND hereby assumes all risks of liability for damages to property and injuries to persons in, upon or about the curb markings area within the HAND boundaries on City of Portland maintained streets from any cause other than the

City's sole negligence, and HAND waives all claims in respect thereof against the City.

6.2 City, its officers, agents and employees, shall not be liable for any injury or damages to the goods, stock, merchandise, equipment or any other personal property of HAND or to any person in or upon the curb marking area within the HAND boundaries on City of Portland maintained streets, including but not limited to damage by fire, explosion, electricity, flooding, vandalism, water or rain, or any other cause whatsoever unless caused by or due to the negligence of City, its officers, directors, agents and employees.

6.3 The City and its officers, agents, and employees shall not be liable for any latent defect in the curb markings area within the HAND boundaries on City of Portland maintained streets.

6.4 HAND shall indemnify, defend, and hold harmless the City of Portland, its officers, employees and agents from any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, charges, judgments, costs and expenses (including all reasonable attorneys' fees and court costs) (collectively, "Losses") of any nature whatsoever that may be imposed upon, incurred or paid by, or asserted against the City, its officers, employees and agents, the Premises or any interest therein if Losses are the result of, arise from, or are in connection with: HAND's entry, use or occupancy of the Premises; any failure of HAND to comply with the terms of this Agreement or any violation of law associated with this Agreement; the acts or omissions of HAND or its directors, officers, employees, agents, invitees, volunteers and contractors in association with this Agreement; or HAND's handling, storage, discharge, transportation or disposal of hazardous or toxic wastes or substances, pollutants, oils, or contaminants as defined and regulated by federal, state or local laws.

6.5 Notwithstanding Section 6.4, HAND is not liable for claims caused by the sole negligence of the City (or its officers, employees, or agents).

7.0 Default, Remedies and Force Majeure

7.1 The following events shall constitute events of default by HAND:

A. If HAND fails to perform any covenant in this Agreement within thirty (30) days after written notice from the City specifying the failure. HAND will not be deemed in default if HAND begins to cure the failure within the thirty (30) day period, provides information to the City of HAND's proposed cure and timeline for full correction, and thereafter diligently proceeds to cure to satisfactory completion.

B. Failure of HAND to maintain its Oregon non-profit corporation status and tax-exempt entity status under Section 501(c)(3) of the Internal Revenue Code, and to provide documentation of its status.

7.3 Remedies for Default

Upon the occurrence of an event of default, the City shall have the following rights and remedies, as well as any other remedies available at law or in equity:

A. The right to suspend HAND's use of the Premises and halt HAND's Activities when there is a failure to comply with the terms and conditions of this Agreement.
B. The right to terminate this Agreement effective immediately if the City in its sole discretion determines that public health, safety or welfare is at risk.
C. The right to terminate this Agreement if HAND fails to cure as required in Section 8.1.

7.4 Exclusion of Certain Damages

Neither party shall be liable to the other party hereunder or in connection with the transactions contemplated hereunder, whether in contract or in tort, for indirect, incidental, exemplary, punitive, consequential or other special damages (including lost profits), whether or not damages are foreseeable or unforeseeable, except to the extent that any damages are included in third-party claims that are covered by the indemnities under Section 6 of this Agreement.

7.5 Force Majeure

A. Neither the City nor HAND shall be in default hereunder if the performance of any act required of it hereunder is prevented or delayed by reason of events, contingencies or causes beyond its reasonable control and without its fault, including, but not limited to, fire, flood, earthquakes, lightning, unusually severe weather, acts of God, acts of any governmental authority, war, riot, accidents, embargoes, strikes, labor disputes, shortage of labor, fuel, raw materials, or machinery, or technical or yield failure, affecting a party or its suppliers or subcontractors.
B. Notwithstanding anything to the contrary herein, if the Premises are rendered unusable by an event described in this Section and if the condition continues for more than sixty (60) consecutive days, or if the City notifies HAND that it is impractical or uneconomic to restore any physical damage that is responsible for the interruption of service, the City or HAND may terminate this Agreement by written notice to the other party.

7.6 Voluntary Termination

Either Party may voluntarily terminate the Agreement for any reason with no less than ninety (90) days written notice to the other party. In the event that HAND incurs any costs or has grievances pertaining to the Premises, the sole remedy shall be the termination of this Agreement.

7.7 Termination Process

Upon expiration of the Term or early termination, HAND shall surrender its rights of use under this Agreement and leave the Premises in safe and clean condition. All repairs for which HAND is responsible shall be completed prior to the surrender. All HAND property shall be removed immediately upon termination, and a failure to do so shall be considered abandonment of the property, waiver of any right to property retrieval or claim, and the abandoned property may be

subject disposal as the City determines. If HAND fails to remove or make repairs, the City may do so and charge the costs to HAND from the date of the expenditure. HAND shall be responsible for all costs and damages to the City as a result of HAND's failure to surrender the Premises in accordance with the Agreement, which can include the amount that the City may assess as permit fee for use of similar type and size right-of-way, and this clause shall survive the termination of the Agreement.

8.0 General Provisions

8.1 Unless otherwise stated, whenever consent, approval or direction by the City is required under the terms contained herein, all consent, approval or direction must be in writing from the City Administrator or their delegate.

8.2 In the event of disputes, the Parties agree to make every effort to resolve the dispute using the City's normal administrative procedures, through discussion and negotiation, before initiating any formal legal action. Any litigation arising under this Agreement will occur in Multnomah County Circuit Court.

8.3 The Parties agree that any amendments to this Agreement shall be made in writing and become effective upon execution by both Parties. The terms of this Agreement apply to and bind successors and assignees of the Parties.

8.4 This Agreement shall be personal to HAND and may not be transferable or assignable to any other party or entity unless otherwise approved in writing by the City.

8.5 The City and HAND are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its term.

8.6 HAND shall not place signage or attachments on the Premises without the City's consent and in accordance with Portland City Code Title 17.

8.7 HAND accepts the Premises in "as is" condition. No representations or warranties as to the condition of the Premises or any systems at the Premises have been made by the City or its officers, agents or employees. HAND is responsible for determining whether HAND's proposed use and Activities are suitable and reasonable to be undertaken. The City shall have no liability to HAND for any damage or injury caused by the condition of the Premises or for any latent defect in the Premises. HAND accepts use of the Premises subject to any and all existing easements, pipelines, telephone, telegraph, communication, power and signal lines or any other similar facilities, together with any future installations thereof.

8.8 HAND, at its expense, will use its best efforts to acknowledge the Premises as a City-controlled public space, on HAND's web page, and in publications, media presentations or other presentations that specifically refer to the Premises.

8.9 There are no oral agreements between the City and HAND affecting this Agreement. This Agreement supersedes any and all previous agreements, negotiations, arrangement, brochures, advertising, agreement and

understandings, oral or written, if any, between the City and HAND or displayed by the City or its agents to HAND with respect to the subject matter of this Agreement.

8.10 HAND, at its sole expense, shall comply with all present and future federal, state and local laws, rules, regulations as they relate to the Premises, this Agreement or HAND. HAND is solely responsible for obtaining any regulatory or proprietary permits or approvals as may be necessary for its Activities.

8.11 The parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, including any amendments, may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute a single instrument.

Signatures

City of Portland – Portland Bureau of Transportation
Name: Rick Nys
Title: Traffic Operations Manager
Signature: Rick Nys Digitally signed by Rick Nys Date: 2026.11.17 08:03:49 -08'00'
Date: _____

Hosford-Abernethy Neighborhood District Association
Name: Andrew Wilker
Title: Chair
Signature: _____
Date: 11/15/2026