Chief Jason Ogden
Sweet Home Police Department
1950 Main Street
Sweet Home, OR 97386

City of Sweet Home
1950 Main Street
Sweet Home, OR 97386
541-367-5181
Fax 541-367-5235
www.sweethomeor.gov
shpd@sweethomeor.gov

2023 PROPERTY WATCH:
AUTHORIZATION TO EXCLUDE PERSONS FROM PREMISES FOR VIOLATION OF EXCLUSION CRITERIA

Dear Chief Jason Ogden,

I, _____have lawful control of the
following premises:

PLEASE PRINT LEGIBLY

NAME OF BUSINESS	
ADDRESS OF BUSINESS	
JOB TITLE OR NATURE OF AUTHORITY	
ADDRESS	
EMAIL	WORK PHONE
CELL PHONE	HOME PHONE	ALT. PHONE

I hereby authorize the Sweet Home Police Department and its officers to act as my agent for the purposes of excluding persons from these premises according to the criteria for exclusion enclosed with the program materials and for reasonable suspicion that a person has violated *Oregon Revised Statues* (ORS) or *Sweet Home City Ordinance* (SHCO). I further authorize the Sweet Home Police Department and its officers to act as my agent to enforce trespass laws against persons who unlawfully enter or remain upon the premises.

Unless you are otherwise directed by me, a person who is found to engage in conduct constituting grounds for exclusion according to the above-described criteria shall be excluded from the premises for a period of one year. If the excluded person abides by the terms of the exclusion for one year, the exclusion shall be cleared.

My intent by this authorization is to empower police officers of the Sweet Home Police Department to become "person in charge" of the above-mentioned premises—to the extent contained in the criteria for exclusion—as that term is defined in *ORS I64.205(5).* You hold this authority over the premises as my agent and will be acting in your capacity as peace officers.

I understand our relationship under this agreement is not intended by you, and should not be interpreted by me, as an express or implied representation that I will receive any special service from the City of Sweet Home, the Sweet Home Police Department, employees of the City of Sweet Home, or other agents.

I also understand my participation in this arrangement is voluntary. I have the power to authorize the Sweet Home Police Department to act as my agent in the manner described and to also revoke this authority. You have encouraged me to use my own judgment to determine if this arrangement is right for my business. I have considered whether to discuss the program with my own legal advisor to help determine if this arrangement is suitable for my circumstances.

I further understand that any police officer who takes any action against a suspected violator of my criteria for exclusion will take such action based on the officer's own professional evaluation that there are sufficient grounds to support whatever action is taken. I understand the Sweet Home Police Department provides a grievance procedure for upset persons to review their exclusions with a police sergeant without the necessity of my personal involvement as a private citizen.

I agree to release and/or waive any claim or action that I, my business, or anyone who may act on my behalf may have against the City of Sweet Home, its Council, Mayor, employees or agents for loss of life, bodily injury, damage to property or damage to reputation arising out of or occurring while the city, its Council, Mayor, employees or agents are operating under a reasonable belief that they are acting pursuant to the terms of this letter.

Further, I agree to hold harmless, defend, and fully indemnify the City of Sweet home, its Council, Mayor, employees or agents from any legal action brought by or on the behalf of any person or persons excluded or any other person or organization who may take legal action as the result of an exclusion. I also hereby represent that I have the authority to make this representation for my business.

I have lawful control of the described premises by virtue of the fact that I am an owner of the premises or otherwise have lawful authority over them to the extent required to make this authorization.

The authorization granted herein is not intended to diminish my ability to control the above-described premises. I remain the person in charge of the premises notwithstanding my delegation of authority to your department and its officers. The authorization granted herein is not intended by me to limit my legal or equitable remedies if I choose to enforce my rights by other means against violators of the enclosed criteria for exclusion.

If at any time I wish to terminate the authorization granted by this letter I will notify the Sweet Home Police Department in writing and will remove any signage, or related materials, that indicate my participation in this program from my business. If ownership of the property changes during the length of this agreement, then I will notify the Sweet Home Police Department, in writing, about the change in ownership and the contact information for the new owner.

If at any time I wish to overturn an exclusion you may impose upon a person, I will notify the Sweet Home Police Department immediately of my decision. This is intended to reduce confusion over a person's exclusion status.

The authorization to exclude persons will begin upon entry of the agreement into the Sweet Home Police Property Watch agreement system. The agreement will be in effect from the date this agreement is signed until the below designated end date. Choose one below time period by writing your initials on the blank line next to your desired end date:

_____ The end of the calendar year 2023 (December 31, 2023) unless cancelled by either party.

_____ The end of the calendar year 2026 (December 31, 2026) unless cancelled by either party.

_____
For the trespass agreement to be valid, locations are required to be within the corporate city limits of Sweet Home.
_____

ALTERNATIVE EMERGENCY CONTACT

PLEASE PRINT LEGIBLY

NAME

HOME ADDRESS

EMAIL		WORK PHONE
CELL PHONE	HOME PHONE	ALT. PHONE

_____   _____
Signature   Printed Name

_____   _____
Property Watch Address   Date