

CITY ADMINISTRATOR
ROBERT OMANS

CITY CLERK
DEBBIE LEE

FINANCE DIRECTOR
ROBIN NEWCOMB

PUBLIC WORKS DIRECTOR
MATHEW BAILEY

POLICE CHIEF
RICH ALBO

FIRE CHIEF
ED MILLS

PLANNER
COLLEDA MONICK

Lodging Tax & Events Committee

Agenda
May 19, 2025
8:00 AM



119 W FIRST STREET
CLE ELUM, WA 98922

MAYOR
MATTHEW LUNDH

MAYOR PRO TEM
STEVEN HARPER

LODGING TAX & EVENTS
COMMITTEE
STEVEN COOK - CHAIR
STEVEN HARPER
AUDREY MALEK

CITY ATTORNEY
ALEXANDRA KENYON

Join Virtually with Zoom: <https://zoom.us/j/7573184018?pwd=dERndjBJVC9GdVQ1d2ISRExwZFhXZz09>
Meeting ID: 757 318 4018 Passcode: 98922

Join by Phone: 1-(253)215-8782, Meeting ID: 757 318 4018, Passcode:98922

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DISCLAIMER: The City does not guarantee that virtual or telephonic access to the City Council meeting will be available and the City does not warrant audio quality. Attendees are encouraged to attend in-person.

1. Call to Order/Pledge of Allegiance
2. Unfinished Business
 - a. Park Reservations
3. Other Committee Comments
4. Adjourn

Upcoming Meetings:

Historic Preservation Commission Meeting: May 20, 2025 @ 3:00 p.m.

Planning Commission Meeting: May 20, 2025 @ 6:00 p.m.

Public Safety & Health Committee Meeting: May 21, 2025 @ 2:00 p.m.

Regular Council Meeting: May 27, 2025 @ 6:00 p.m.

General Government Committee Meeting: May 28, 2025 @ 8:30 a.m.

Coal Mines Trail Commission Meeting: June 2, 2025 @ 6:00 p.m.

Public Works & Community Development Committee Meeting: June 4, 2025 @ 12:00 p.m.

Lodging Tax & Events Committee Meeting: June 11, 2025 @ 8:30 a.m.

Typically, I do not like to answer a question with a question however,....My first question is going to be **“whose event, is it?”** This is very important question as it will determine how we manage the special event process. In addition, **does this event qualify as an event according to your city municipal code?**

if it is the cities event, the city has insurance through WCIA.

If we are **transferring the risk** to this other organization (this would be preferred), than let’s have a contract in place to do this. In other words, let’s divorce ourselves from the event and allow this other organization to hold it. We would need to have an agreement in place and the **agreement should state that all the vendors would need to carry the appropriate insurance and list the city as an additional insured**. The agreement would have the ownness on the organization that is managing the event to collect all this information. (not the city)

If this is event in a park, the city should be requiring the organizer of the event complete a special event permit. (We have a sample of a permit and ordinance in the attached tool kit)

If the city is **partnering this event** (this is WCIA least recommendation), we need to have an **agreement in place with who is responsible for what during the event**. If we are sharing responsibility, we also want to make sure that the city has staffing to do this. If the city does not have the staffing to do this, I would recommend not doing the events at all. In other words, safety should be first and foremost.

I would also want to make sure that **all the risks** (we need to know the **details of the event activities**) are covered according to the amount of insurance we are requiring. In other words, if they are going to have fireworks, we typically, will require a minimum of \$3 million in CGL with a \$6 million aggregate. If they are going to offer multiple bouncy houses or beer gardens, it may be that we ask for similar limits.

I have attached our Special event toolkit which has an abundance of information in it. Typically for events, we are requiring a **minimum of \$1 million in coverage** (yes, seems low) and depending on the activities and risks associated with the activities, we may require additional amounts. We do have the facility use agreements within the tool kit so you could use these as templates. The toolkit is located on our website: www.wciapool.org. The toolkit is located on **the home page under Risk Management Resources**. We also have our Liability Resource Manual located on the website AND it is where members sign up for our trainings. I would encourage you to browse the website. If you have not been on the website, you will need to create a username, and it may take up to 48 hours to get approved.

Hopefully, I’ve answered your question, and I am happy to discuss once you have more information.

WCIA SPECIAL EVENT TOOL KIT

NOTE: The information contained in this Tool Kit is intended for use by WCIA Members. It is reference material only, provided as general information to Members regarding special event issues. WCIA does not endorse any particular products that may be described herein. The general information provided is not legal advice. Consult your attorney prior to implementing any procedures or using any of the samples provided. Also, it is recognized that each Member will have to balance the implementation of these risk management suggestions and guidelines with its available financial resources and staffing constraints.

WCIA SPECIAL EVENT TOOL KIT



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WCIA SPECIAL EVENTS TOOL KIT

OVERVIEW

This Special Events Tool Kit is intended to help WCIA Members address issues unique to special events in their communities and provide best practice recommendations and resources.

GOALS

- Provide tools to help WCIA Members establish protocols for Member organized special events as well as those special events organized and operated by other entities, held in Member communities.
- To minimize risk exposures associated with the operation of special events and secure the risk transfer of special event losses related to events other entities operate.

DEFINITION OF A SPECIAL EVENT

“Special Events” include any activity which is to be conducted on public property or public right-of-way; any event held on private property which would have a direct significant impact on traffic congestion, or traffic flow to and from the event over public streets or rights-of-way, or which would significantly impact the need for Member-provided emergency services, such as police, fire, or medical aid. It is presumed that any event on private property which involves an open invitation to the public to attend, or events where the attendance is by private invitation of 100 or more people, are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include but are not limited to fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, city/town heritage celebrations, shows or exhibitions, holiday festivals, circuses, block parties and fairs.

TYPES OF EVENTS

Antiques Shows	Air Shows
Animal Shows	Art Shows
Auctions	Auto, Boat or RV Shows
Beer/Wine Garden	Bazaar/Craft Shows
Block Parties	
Carnivals/Circuses	Charity Benefits/Fund Raisers
Concerts/Music Festivals	Consumer/Trade Shows
Conventions/Exhibitions	Dances
Fashion Shows	Fairs/Festivals
Film/Movie Events	Firework Displays
Fishing Derbies	Flower/Garden Shows
Food Vendors	Graduation Ceremonies
Gun/Knife Shows	Home Shows
Job Fairs	Lectures/Seminars
Marathons/Triathlons/5K & 10K races	National Night Out
Merchandise Vendors	Pageants
Parades	Parties/Celebrations
Political Rallies	Protests/Marches
Pub Crawl	
Racing (Auto, Boat, Motorcycle, Bicycle)	Religious Assemblies
Scouting Jamborees	Sporting Events/Tournaments
Sidewalk Sales/Street Fairs	Swap Meets/Flea Markets

SPECIAL EVENTS FAQs

These are real questions WCIA has received from Members. The answers are not intended to be comprehensive in nature. In many instances, there may be more to the story. The WCIA Risk Management Representatives are happy to provide more detailed analysis and recommendations.

Q - In addition to liability insurance during an event, should a city/town require a special event to have insurance for the days before and after the event, during set-up and take-down?

A – YES! It is recommended that a special event organizer have liability insurance, naming the city/town an additional insured, for the entire event, including during set-up through take-down.

Q – Does WCIA recommend a city/town require insurance for all vendor booths, including those that are just handing out flyers?

A – If the special event is being organized/operated by the city/town, WCIA recommends that all vendors that are selling products carry liability insurance and name the city/town as an additional insured. If a vendor sets up a booth to hand out flyers, depending on the set-up (no electrical cords, appliances or machines used), the city/town may choose to waive the insurance requirement.

Q – The city/town wants to allow water walking balls at its special event. What is WCIA's risk advice?

A – The Consumer Product Safety Commission has issued a safety warning about water walking balls. WCIA does not recommend their use during special events.

Q – If a permitted special event is operated by a private entity, on private property, does the city/town care if a bounce house is used?

A – Bounce houses are regulated as amusement rides by RCW 67.42 and WAC 296-403A. The city/town should require, in the special event permit, that the organizer indemnify, defend and hold the city/town harmless for anything that happens during the event, and the organizer should have liability insurance that names the city/town as an additional insured, but should leave the enforcement of the bounce house regulations and insurance to the special event organizer in this case.

Q – The city/town is organizing/operating a special event and wants to use a private business' parking lot. Should the city/town enter into an agreement between the city/town and the private property owner?

A – Yes. It is best practice to have a use agreement/contract between the private property owner and the city/town that lists, to include but not limited to, each party's duties and responsibilities for use and maintenance. The agreement should define the "premises" and clearly indicate which entity is responsible for legal liability during the use. The city/town should inspect the premises prior to its use and request that the owner make repairs of any hazards.

Q – Should a city/town run background criminal history checks on performers who will have contact with children at a city/town organized/operated special event?

A – RCW 43.43.832-834 and RCW 35.21.920 address background (state and federal) criminal history checks for vendors who, in the course of their work, may have unsupervised access to children, persons with developmental disabilities, or vulnerable adults. The key phrase is, "...may have unsupervised access..." If the performer may have unsupervised access to children, we recommend performing a national criminal history screening pursuant to the Child and Adult Abuse Information Act.

Q – Is a community garage sale a special event?

A – It depends what the city/town ordinance defines as a special event.

Q – If the city/town "sponsors" an event, does the city's/town's liability coverage cover the event?

A – If the city/town is only a sponsor (has no operational responsibility), but a different entity is the organizer/operator of the event, the other entity should have its own insurance to cover the event.

Q – A non-city/town special event wants to use a drone to take photos at the event. The drone is registered with the FAA but its operator is not a business and does not have a license. Can the city/town deny the use of the drone?

A – Drones that are operated in the open air (outside) are regulated by the FAA. Cities/towns should use caution regulating drones. We recommend the city/town refer the special event organizer/operator to the FAA for information. The event permit should require the event organizer/operator to indemnify, defend and hold the city/town harmless for anything that happens during the event, in addition to requiring the organizer/operator to ensure the drone vendor has aviation liability or aircraft liability insurance, with the city/town named as an additional insured.

Q – A non-city/town operated event is going to have five-inflatables set up in a city/town park. Normally, the organizer makes sure the inflatable company has \$1,000,000 in liability insurance

and the city/town is named an additional insured. Should higher limits of insurance be required for five-inflatables?

A – Yes. It is recommended the city/town require the organizer to ensure the inflatable company has adequate insurance limits commensurate with the risk. In this case, perhaps limits not less than \$3,000,000 or \$5,000,000 each occurrence.

Q – The city/town is allowing the Chamber of Commerce to have an event that anticipates a large capacity crowd at a local park. Should the city/town require the Chamber to have increased liability insurance limits and should the Chamber be required to hire private security due to the size of the crowd?

A – For large attendance events that may reach capacity of a facility or park, the risk of something going wrong increases. It is recommended the organizer provide greater liability insurance limits. It is also recommended the city/town require the organizer to provide private security to coordinate efforts with the police department.

Q – The city/town is allowing 4 separate beer gardens at an event operated by a non-profit organization. Each beer garden will be operated by a local micro-brewery. What types and amounts of insurance should the city/town require of the non-profit organization and each brewery?

A – Because the non-profit organization is not in the business of manufacturing, distributing, furnishing, selling, or serving the beer (not “in the business”), their general liability (GL) policy should cover their liability exposure under its “host liquor liability” coverage. Because the city/town required the non-profit to ensure the city/town is an additional insured on that GL policy, the host liquor coverage should also cover the city/town’s alcohol liability exposure. Because there are 4 beer gardens, the risk of the event increases. WCIA recommends requiring general liability limits commensurate with the risk, perhaps limits not less than \$5,000,000 each occurrence. Because the micro-breweries providing and serving the beer are “in the business” of alcohol, the non-profit should require each brewery to provide GL plus Liquor Liability insurance that names the non-profit and the city/town as additional insureds on BOTH policies.

SPECIAL EVENT AND FACILITY USE AUDIT CHECKLIST

Many special events attract large crowds which increases the potential for liability exposures. Special events often include high risk activities that could result in injuries and/or property damage to participants and attendees alike. Special events may be conducted on public property, on public right-of-way, or on private property which has a direct significant impact on traffic flow, or significantly impacts public streets or rights-of-way near the event. These events may significantly impact the need for emergency services such as police, fire or medical aid. Examples of special events include fairs/festivals, roadway foot races, fund raising runs/walks, auctions, bike-a-thons, parades, carnivals, shows, or filming/movie events, circuses, and block parties.

This document is intended to assist WCIA member agencies to conduct a self-evaluation of their special event practices and help to identify and manage risks associated with special events.

SECTION A –GENERAL

1. Does your entity allow outside groups or individuals to use your facilities for, or to have special events involving, any of the following: *(Check all that apply)*

- | | | |
|--|---|--|
| 1. ☐ Antique Shows | 25. ☐ Gun/Knife Show | 48. ☐ Swap Meets |
| 2. ☐ Air Shows | 26. ☐ Home Shows | 49. ☐ Weddings & Receptions |
| 3. ☐ Art Shows | 27. ☐ Inflatables | 50. ☐ Other (Please List) |
| 4. ☐ Auctions | 28. ☐ Instructional Classes | |
| 5. ☐ Auto/Boat/RV shows | 29. ☐ Job Fairs | |
| 6. ☐ Banquets/Luncheons | 30. ☐ Lectures/Seminars | |
| 7. ☐ Bazaars/ Craft Shows | 31. ☐ Organized Tours | |
| 8. ☐ Alcohol sales | 32. ☐ Overnight Camping | |
| 9. ☐ Block Parties | 33. ☐ Pageants | |
| 10. ☐ Carnivals | 34. ☐ Parades | |
| 11. ☐ Chainsaw Carving | 35. ☐ Parties/Celebrations | |
| 12. ☐ Charity Benefits | 36. ☐ Picnic Grounds | |
| 13. ☐ Circuses | 37. ☐ Political Rallies | |
| 14. ☐ Concerts | 38. ☐ Pools/Lakes | |
| 15. ☐ Consumer Shows | 39. ☐ Footraces/Marathons | |
| 16. ☐ Convention/Exhibition | 40. ☐ Car/Cycle/Boat Races | |
| 17. ☐ Dinner Theaters/Plays | 41. ☐ BMX facility | |
| 18. ☐ Animal Shows | 42. ☐ Religions Assemblies | |
| 19. ☐ Fashion Shows | 43. ☐ Reunions | |
| 20. ☐ Festivals | 44. ☐ Scouting Jamborees | |
| 21. ☐ Filming/Movie Events | 45. ☐ Sidewalk sales/Street fair | |
| 22. ☐ Flower/Garden Shows | 46. ☐ Skate park | |
| 23. ☐ Food Concessions | 47. ☐ Sporting Events | |
| 24. ☐ Graduation Ceremony | | |

2. a. Do you have written rules or policies addressing the “**type of use**” permitted in your facility? ☐Yes ☐No
- b. Do you have written rules or policies addressing the “**type of user**” permitted to use your facility? ☐Yes ☐No
- COMMENTS:
3. a. Do you utilize a written Facility Use Agreement? ☐Yes ☐No
- b. If no, please describe how facility use is handled within your organization:
4. Does your Facility Use Agreement include language that requires the Member be held harmless, defended, indemnified? ☐Yes ☐No ☐N/A
- COMMENTS:
5. a. Do your agreements or policies identify which user groups/activities (e.g., high risk or long-term use) must provide liability insurance, naming the Member as an additional insured? ☐Yes ☐No
- b. Do you require a certificate of insurance? ☐Yes ☐No
- c. Do you require that your Organization be named as an Additional Insured? ☐Yes ☐No
- COMMENTS:
6. a. Are the coordination, planning and scheduling of facility use centralized within your organization? ☐Yes ☐No
- b. If yes, who is responsible for reviewing and approving the application and/or permit, co-ordination and scheduling for the use of the Member’s facility?
- | | |
|------|--------------------|
| Name | Department & Title |
| Name | Department & Title |
| Name | Department & Title |
- c. If no, how is the coordination and scheduling for the use of your facilities handled?
7. a. Are fees charged for the use of your facility? ☐Yes ☐No ☐Sometimes
- b. If yes or sometimes, are there written criteria established for charging a fee for the use of your facility? ☐Yes ☐No

- c.** If no, please describe how fees are determined
- d.** Are deposits required? ☐ Yes ☐ No
- e.** If yes, is the same deposit amount charged to all users? ☐ Yes ☐ No
- f.** If the amount of the deposit differs for certain types of users please describe the process:
- g.** Are deposits refundable? ☐ Yes ☐ No
COMMENTS:
- 8. a.** Are the premises inspected for safety and maintenance prior to and after each event? ☐ Yes ☐ No
- b.** Is a checklist utilized indicating what was inspected and any needed maintenance before and after event/use? ☐ Yes ☐ No
- c.** Who conducts the inspections? ☐ Member ☐ User ☐ Both
COMMENTS:
- 9. a.** Who is responsible for site preparation, set up and configuration for events held at your facilities? ☐ Member ☐ User ☐ Both
- b.** If the User is responsible for site preparation, set up and configuration for events does the Member provide instructions for Users? ☐ Yes ☐ No
COMMENTS:
- 10. a.** Do you allow alcohol to be sold and/or consumed at your facility? ☐ Yes ☐ No
- b.** If alcohol is allowed, does this include Member sponsored events? ☐ Yes ☐ No
- c.** If alcohol is allowed, does this include Tenant/User events? ☐ Yes ☐ No
- e.** If alcohol is allowed, do you require the user to have liability insurance? ☐ Yes ☐ No
- d.** If alcohol is allowed and involves people who are in the business of manufacturing, distributing, selling, furnishing or serving alcohol, do you require additional liquor liability insurance coverage? ☐ Yes ☐ No
COMMENTS:
- 11. a.** Do you allow athletic events to be held at your facilities? ☐ Yes ☐ No

b. If yes, please indicate all that apply

☐ Indoor ☐ Outdoor

c. Do you sponsor any of these these events?

☐ Sometimes ☐ Yes ☐ No

d. If a group or individual is sponsoring the athletic event
do you require insurance?

☐ Yes ☐ No

e. If yes, do you require the following from the group/individual?

(Check all that apply)

☐ Participant Waivers

☐ Indemnification

☐ Hold Harmless

☐ Defense

☐ Liability Insurance, minimum \$1MIL each occurrence, \$2MIL aggregate

☐ Participant Liability Coverage, \$1MIL

☐ Certificate of Insurance

☐ Endorsement CG 20 26 naming Member as an Additional Insured

COMMENTS:

- 12. a.** Do you require a Special Event Permit or authorization
for any event where it will significantly impact public sidewalks
or roadways? (This includes parks, public places or on private property)

☐ Yes ☐ No

b. If no, please describe how this impact is handled:

- 13. a.** As a WCIA Member do you organize/operate or co-organize/operate
Special Events?

☐ Yes ☐ No

b. If yes, please list the special events you organize/operate or co-organize/operate along
with the month and approximate number of attendees:

EVENT NAME	DATE OF EVENT (MONTH)	APPROX. NUMBER OF ATTENDEES

- 14.** For “co-organized/operated events” does your organization take an active
organizing/managing role with regard to planning and implementation
of the event?

☐ Yes ☐ No

Please describe the process

- 15. a.** Do you require that each vendor participating in a Member
organized/operated special event have a written contract/agreement

with the Member?

☐ Yes ☐ No

b. If no, please describe how vendors are handled with regard to a special event:

- 16. a.** Is each vendor at a Member organized/operated special event required to provide evidence of liability insurance?

☐ Yes ☐ No ☐ N/A

b. If yes, do you require a certificate of insurance and amendatory endorsement that names the Member as an additional insured?
COMMENTS:

☐ Yes ☐ No

- 17.** Does your Special Events policy/ordinance provide protection under the First & Fourteenth Amendments for any event involving political or religious activity intended primarily for the communication or expression of ideas?
COMMENTS:

☐ Yes ☐ No ☐ N/A

- 18.** Are you aware that WCIA's general liability coverage only extends to Member operations and that coverage **cannot** be extended to a separate organization/individual?

☐ Yes ☐ No

- 19.** Are you familiar with the Tennant User Liability Insurance Policy (Event insurance) for groups/individuals that organize/operate special events or use Member facilities, that is available through the WCIA website?

☐ Yes ☐ No

- 20.** Have you had occasion to refer interested parties to Event insurance?

☐ Yes ☐ No

- 21.** Have you notified WCIA of all the Member owned/leased locations available for the public's use?

☐ Yes ☐ No

- 22. a.** Do you require Special Event insurance for tenant/users who will be serving alcohol?

☐ Yes ☐ No ☐ N/A

b. Are you aware that the Special Event Liquor Liability coverage offered by Event insurance carries an additional premium?
COMMENTS:

☐ Yes ☐ No

- 23.** Are you aware that not all activities and/or events qualify for Event insurance coverage and do require completion of an application and pre-approval?
COMMENTS:

☐ Yes ☐ No ☐ N/A

NOTE: *Due to the many possible unique exposures related to Special Events, WCIA has identified some specific areas associated with those events that we feel require additional attention. The following sections are intended to address those exposures and to help identify or invoke discussion on some of the controls that may be available to Members.*

SECTION B – EMERGENCY PLANNING

1. Are written emergency plans required for special events? ☐ Yes ☐ No
COMMENTS:
2. Are the emergency plans reviewed with key event personnel, volunteers, sponsors and emergency personnel? ☐ Yes ☐ No
COMMENTS:
3. Are local police and fire departments and ambulance services included in the emergency planning process? ☐ Yes ☐ No ☐ N/A
COMMENTS:
4. a. Are plans developed to insure adequate exits, aisles, and walkways for participants and attendees during special events? ☐ Yes ☐ No
- b. Are means of access and egress of emergency vehicles developed for special events? ☐ Yes ☐ No
COMMENTS:
5. Does your emergency plan include provisions for foreseeable incidents such as the following? (*Check all that apply*)
- | | |
|---|---|
| ☐ Bomb threat | ☐ Riots |
| ☐ Alcohol Related Problems | ☐ Fire |
| ☐ Gangs | ☐ Demonstrations |
| ☐ Vandalism | ☐ Robbery |
| ☐ Parking Problems | ☐ Mass Injury (incl. active shooter) |
| ☐ Crowd Control | ☐ Emergency Evacuations |

SECTION C - MEDICAL & FIRST AID

1. a. Do your plans for medical and first aid response take into consideration and identify the type of facility usage, activities and crowd? ☐ Yes ☐ No ☐ N/A
- b. If yes, please describe the identification and assessment process.
2. Do written medical treatment and/or evacuation plans exist for minor and major incidents? ☐ Yes ☐ No
COMMENTS:
3. For large events which could result in mass injuries, does your organization utilize an incident command system? ☐ Yes ☐ No ☐ N/A
COMMENTS:
4. Are maps or diagrams made available to medical personnel for responding to injuries and illnesses? ☐ Yes ☐ No ☐ N/A
COMMENTS:

5. a. Are first aid stations required for special events? ☐ Yes ☐ No ☐ N/A
- b. If yes, is information regarding first aid stations included on promotional maps or literature? ☐ Yes ☐ No ☐ N/A
6. If first aid stations are required, are they staffed by people who have valid certifications for first aid and CPR?
COMMENTS: ☐ Yes ☐ No ☐ N/A
7. Have landing sites been identified if a helicopter emergency evacuation is necessary?
COMMENTS: ☐ Yes ☐ No

SECTION D - PARKING & TRAFFIC CONTROL

1. When a special event occurs, is the number of parking spaces needed estimated?
(NOTE: This can be done by dividing the estimated number of expected attendance by 2.0 to 2.5 people per car)
COMMENTS: ☐ Yes ☐ No ☐ N/A
2. Is consideration given to pedestrian walkways, traffic patterns and emergency access?
COMMENTS: ☐ Yes ☐ No ☐ N/A
3. Is parking for emergency vehicles established at predetermined sites?
COMMENTS: ☐ Yes ☐ No ☐ N/A
4. a. Is security provided for parking lots and walking areas? ☐ Yes ☐ No
- b. If yes, is the security provided by? (Check all that apply) ☐ Member ☐ Event Organizer
COMMENTS:
5. If applicable, is adequate designated parking established for staff, VIP's, media, buses and service vehicles?
COMMENTS: ☐ Yes ☐ No ☐ N/A
6. a. Do you have contracts/agreements for the use of parking lots owned by others? ☐ Yes ☐ No
- b. If yes, do they address liability, indemnify, insurance, cleanup and security responsibilities? ☐ Yes ☐ No
- c. Do contracts/agreements exist for the use of Member parking lots by others? ☐ Yes ☐ No
- d. If yes, do they address liability, indemnify, insurance,

cleanup and security responsibilities?

☐ Yes ☐ No

COMMENTS:

7. a. If event parking may overflow into public streets, does your special event permit process require prior notification to affected neighborhoods or property owners?

☐ Yes ☐ No

b. Describe how notification is made:

8. a. Is traffic flow for special events arranged so that it does not impede normal traffic movement?

☐ Yes ☐ No

b. Does your permit process require that police or certified flaggers are utilized for directing of traffic?

☐ Yes ☐ No

COMMENTS:

c. Are persons directing traffic/parking required to be equipped with reflective vests?

☐ Yes ☐ No

d. Are flashlights required for nighttime traffic control/parking activities?

☐ Yes ☐ No

COMMENTS:

9. a. Will vehicles be towed if they are in violation of parking rules?

☐ Yes ☐ No

b. If yes, are written policies established and signs conspicuously posted prior to the event?

☐ Yes ☐ No

COMMENTS:

10. a. Are there any restrictions regarding outdoor cooking, alcohol/marijuana consumption and parties in areas where recreational vehicles may stay before and after an event?

☐ Yes ☐ No

b. If yes, please describe restrictions:

c. Describe how restrictions are enforced:

SECTION E - SANITATION

1. Are special events evaluated to determine sanitation needs (i.e., portable toilets/garbage cans)?

☐ Yes ☐ No

COMMENTS:

2. Are written procedures and schedules established before, during and after an event for proper maintenance of portable toilets and refuse collection?

☐ Yes ☐ No

COMMENTS:

3. If sanitation activities are contracted out, are contracts established with the organization providing the services?

☐ Yes ☐ No

COMMENTS:

SECTION F - SITE SAFETY

1. a. Are areas to be utilized for a special event inspected prior to that event to detect and eliminate unsafe conditions? ☐ Yes ☐ No

b. If yes, who performs the inspections? ☐ Member ☐ User ☐ Both
COMMENTS:

2. Are Member personnel/staff available during special events to evaluate and address unsafe conditions? ☐ Yes ☐ No

COMMENT:

3. Are well placed and visible signs used to mark the following? (Check all that apply)

☐ First aid stations	☐ Vehicle directions
☐ Information areas	☐ Parking areas
☐ Restrooms	☐ Restricted areas
☐ Food services	☐ Security offices

COMMENTS:

4. Are checks performed for adequate amounts and types of fire fighting equipment (e.g. fire extinguishers, hydrants, etc.)? ☐ Yes ☐ No

COMMENTS:

5. a. Is maximum occupancy capacity determined for the facilities to be used? ☐ Yes ☐ No

b. Are maximum occupancy capacity signs posted? ☐ Yes ☐ No

c. Please describe how the maximum occupancy capacity is enforced:

6. Are checks performed to ensure that temporary structures and event activities are kept clear of overhead power lines? ☐ Yes ☐ No ☐ N/A

COMMENTS:

7. Are walking surfaces checked to be sure they are free from obvious fall hazards such as holes, guy wires, cords, uneven surfaces, etc.? ☐ Yes ☐ No

COMMENTS:

8. a. If portable bleachers are utilized, are they installed by a qualified person? ☐ Yes ☐ No ☐ N/A

b. Are bleachers inspected prior to each use? ☐ Yes ☐ No ☐ N/A

c. Who performs the inspections? ☐ Member ☐ User ☐ Both

d. Are the bleachers inspected by a qualified engineer in accordance with the National Fire Protection Association (NFPA)?

COMMENTS:

9. Have the following activities and schedules been established at restrooms, food service areas and other locations that may apply to the Special Event?

(Please check all that apply)

☐ Sweeping

☐ Mopping

☐ Emptying trash

☐ Disinfecting

☐ Restocking

☐ Snow and/or ice removal

☐ Other (Please specify)

SECTION G - ANIMALS

1. Are local and state ordinances checked regarding leash and animal enclosure laws?

☐ Yes ☐ No

COMMENTS:

2. a. Are pets (dogs, cats, etc.) allowed into event areas?

☐ Yes ☐ No

b. Are service animals allowed to accompany their owners into event areas?

☐ Yes ☐ No

COMMENTS:

3. a. Will special events be allowed during which attendees will be interacting with animals such as petting, feeding or riding?

☐ Yes ☐ No

b. If yes, are safety precautions assessed?

☐ Yes ☐ No ☐ N/A

c. If yes, are food preparation and service areas required to be located away from the areas where the animals will be kept?

☐ Yes ☐ No ☐ N/A

d. If yes, is a hand washing station provided?

e. If yes, are provisions made for feeding, clean up and other animal needs?

☐ Yes ☐ No ☐ N/A

COMMENTS:

SECTION H - FOOD SERVICE

1. Will food service activities be allowed?

☐ Yes ☐ No

COMMENTS:

2. a. Is insurance required for all food vendors?

☐ Yes ☐ No

b. Is a Certificate of Insurance required for all food vendors?

☐ Yes ☐ No

c. Do you require that your entity be named as an additional insured?

☐ Yes ☐ No

COMMENTS:

3. Are food and beverage service worker permits required per RCW 69.06.045? ☐ Yes ☐ No
COMMENTS:
4. Are adequate hand-washing facilities required and available? ☐ Yes ☐ No
COMMENTS:
5. Are notices of proper hand washing requirements posted? ☐ Yes ☐ No ☐ N/A
COMMENTS:
6. Does your Food Vendor Permit Process require Fire Department inspection if outdoor cooking with open flame is allowed? ☐ Yes ☐ No
COMMENTS:

SECTION I - DISABLED PERSONS ACCESS

1. a. Is designated handicapped parking (with ramps if needed) provided at the sites? ☐ Yes ☐ No
b. Is access to these areas permitted only with handicapped parking stickers or tags? ☐ Yes ☐ No
COMMENTS:
2. Are accessible routes of travel in buildings at least 36" wide with doorways having at least 32" of clear opening? ☐ Yes ☐ No
COMMENTS:
3. Are other areas such as restrooms and water fountains accessible for persons utilizing wheelchairs? ☐ Yes ☐ No
COMMENTS:
4. Have special emergency procedures been considered for evacuating persons with disabilities? ☐ Yes ☐ No
COMMENTS:

SECTION J - FIREWORKS

1. Are fireworks permitted? ☐ Yes ☐ No
COMMENTS:
2. Do you require that only a licensed pyrotechnician operate the display? ☐ Yes ☐ No ☐ N/A
COMMENTS:
3. a. Are display operators required to carry appropriate

insurance coverage with limits of at least \$1,000,000
(one million dollars) per occurrence?

☐ Yes ☐ No ☐ N/A

b. Are display operators required to indemnify, defend
and hold the Member harmless for liability from
firework displays?

☐ Yes ☐ No ☐ N/A

c. Are the display operators required to name the Member
as an additional insured on the display operator's
insurance policy?

☐ Yes ☐ No ☐ N/A

COMMENTS:

- 4.** Are the following sites inspected both before and after a display
for potential fire hazards and other unsafe conditions?

(Check all that apply)

☐ Discharge Site

☐ Landing Areas

☐ Spectator Viewing Areas

☐ Parking Areas

- 5.** Are spectators, vehicles and combustible materials located
away from discharge/landing areas during the display?

☐ Yes ☐ No ☐ N/A

COMMENTS:

SECTION K-HIGH RISK EXPOSURE EVENTS

- 1.** Do you allow special events over or near a body of water?

☐ Yes ☐ No ☐ N/A

COMMENTS:

- 2.** Do you allow events with large crowds, relative to the capacity of the venue?

☐ Yes ☐ No ☐ N/A

COMMENTS:

- 3.** Do you allow alcohol consumption at events, i.e., beer/wine gardens, pub crawls?

☐ Yes ☐ No ☐ N/A

COMMENTS:

- 4.** Do you allow other high exposure events or event activities/features? Please list.

☐ Yes ☐ No ☐ N/A

COMMENTS:

5. Do you consider requiring event organizers to have higher limits of liability insurance commensurate to the risks of the event or event activities/features? Please give examples.

☐ Yes ☐ No ☐ N/A

COMMENTS:

6. Do you consider requiring an increased number of professional security officers at high exposure events?

☐ Yes ☐ No ☐ N/A

COMMENTS:

ADM.04
SPECIAL EVENTS

Issued: 01/1988

Revised: 02/2018

Revised: 03/2023

POSSIBLE EXPOSURES:

Special events present a number of unique circumstances that increase the possibility of risk to the Member. Special events may attract large crowds and some may have high risk activities that could result in injuries and/or property damage to participants and spectators.

In addition, a right of assembly exists under the First and Fourteenth Amendments to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Failing to recognize constitutional protections may result in violation of individuals' rights under the state and/or federal constitution.

RECOMMENDED CONTROLS:

Ordinance and Application Process

Adopt and enforce a formal application or permit process and ordinance for all special events which use or impact Member property, rights-of-way, personnel, and/or facilities. The Special event application or permit process and ordinance should address, but not be limited to, the following:

1. Types of events and allowed activities
2. Definitions
3. When a permit is required
4. When a permit is not required
5. Grounds for denial of applications
6. Permit conditions
7. Safety plan required
8. Appeal procedure
9. Indemnification agreement
10. Insurance requirements
11. Member services required and fees
12. Clean-up responsibilities
13. Exemptions from fees, indemnification agreement, and insurance
14. Revocation of permits
15. Violations – penalty
16. Savings clause (in ordinance only)
17. Large event special considerations

Member Controlled Events

If the Member wishes to “sponsor” (more than just a financial contribution), operate, or organize an event, the Member should take active management control over all phases of planning and implementation. It should be a Member supervised, organized, and run event. Each vendor should have a contract with the Member and be required to indemnify, defend and hold the Member harmless and to provide evidence of occurrence-based liability insurance and endorsement naming the Member as an additional insured. The vendor’s liability insurance should be in the form, types, and limits of coverage specified in the contract between the Member and the vendor.

Outside Organization Controlled Events

It is preferred that an outside organization plan, implement, supervise and operate an event, thus transferring the risk from the Member to the organization. For any such events that would be held on the Member’s property, right-of-way, or facility, the Member should enter into a contract with the event organizer, which outlines each parties’ responsibilities and contains a requirement that the organizer indemnify, defend and hold the Member harmless. The contract should also require appropriate types and limits of occurrence-based liability insurance, naming the Member as an additional insured.

The Member’s liability coverage only extends to Member operations. As WCIA is a self-insured risk pool, coverage cannot be provided to non-Members. For information on a possible option of special events insurance coverage for non-Member operated events, please refer to Event Insurance through the link on the WCIA website, www.wciapool.org.

First and Fourteenth Amendments

Events protected by the First and Fourteenth Amendments must be handled in a content neutral fashion. The Member cannot grant or reject permits on the basis of the content of the expression or its popularity, or lack thereof, with the public. In addition, the Member may need to waive fees for the use of its services in arranging and supporting the event, and possibly waive insurance requirements. Different rules and procedures may therefore apply to these special events. Members should consult with the Member’s city/town attorney.

Large Events

WCIA recommends special consideration is given to special events that will attract capacity crowds of participants/visitors or that involve high risk activities such as pyrotechnic displays, service of alcohol, or activities taking place on, in or near bodies of water. FEMA has developed guidance and tools relating to large event planning and safety. The following are specific links to the FEMA materials:

FEMA Links

[FEMA - Emergency Management Institute \(EMI\) Course | IS-15.B: Special Events Contingency Planning for Public Safety Agencies](#)

[Pre-Event Planning Checklist](#) guidance

[Check List](#)

[Special Event Security Planning and Management](#)

Please contact your WCIA risk management representative to discuss specific risk control or risk transfer measures, including sufficient insurance types and limits.

Drones

For information about drone use during special events, please see [ADM.40](#) Unmanned Aircraft System

ALSO SEE:

[ADM.04.01 Sample Special Event Permit Information Sheet](#)

[ADM.04.02 Sample Special Event Ordinance](#)

[ADM.04.03 Sample Special Event Permit](#)

[ADM.04.04 Sample Administrative Regulations for Special Events Permit Processing](#)

ADM.04.01
SAMPLE SPECIAL EVENTS
PERMIT INFORMATION SHEET

Revised: 04/2002

Revised: 02/2018

Revised: 3/2023

City/Town of _____

WHAT IS A “SPECIAL EVENT”?

“Special Event” means the following:

1. Any organized formation, parade, procession or assembly consisting of persons, animals, vehicles or any combination thereof, traveling in unison and with a common purpose upon any public street, highway, alley, sidewalk or other public way which does not comply with normal and usual traffic regulations or controls; or
2. Any organized assemblage of 100 or more persons at any public beach or public park which is to gather for a common purpose under the direction and control of a responsible person or agency; or
3. Any other organized activity or set of activities open to the public conducted by an individual, group or entity for a common or collective use or benefit and which involves the use of public facilities or rights-of-way and the possible or necessary provision of City/Town services ancillary thereto.

“Special events” include any event which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way which would significantly impact public streets or rights-of-way near the event, or, which would significantly impact the need for City/Town-provided emergency services such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events may include, but are not limited to, fun runs/walks, athletic competitions, bike-a-thons, parades, carnivals, City/Town heritage celebrations, holiday festivals, shows or exhibitions, circuses, block parties and fairs.

“Special Events protected under the First and Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.

WHY IS A PERMIT REQUIRED FOR A SPECIAL EVENT?

1. To assure that an activity meets legal requirements of the use of public property or public rights-of-way.
2. To enable the City/Town to ensure that adequate services such as public safety, traffic control, and sanitation are scheduled.
3. To alert the City/Town to any unusual event elements which should be known to the providers of the emergency services.

HOW IS A SPECIAL EVENT PERMIT OBTAINED?

1. Obtain the permit application form from City/Town Hall (address), (phone number), (website).

Submit the completed application to City/Town. The permit application should be submitted to City/Town a minimum of 60 days in advance of the proposed special event.

HOW MUCH WILL A SPECIAL EVENT PERMIT COST OVERALL?

This depends on the type and elements of the special event. Special events protected by the First and Fourteenth Amendments of the United States Constitution shall be exempt from fees. All other special events will require a non-refundable application fee, and costs associated with special City/Town services necessary for public health, safety and staff time, which will be identified through the application review process. For example, additional fees may be required to provide traffic control, emergency services, sanitation, etc.

WHEN ARE FEES DUE?

All fees are due prior to issuance of the permit unless otherwise provided in the conditions of approval.

IS INSURANCE REQUIRED?

General liability (GL) insurance, written on an occurrence-based form at least as broad as ISO form CG 00 01, with the City/Town named as an additional insured on the policy for the duration of the special event, including set up and tear down, is required for every special event. Amounts and additional types of insurance will be determined, at the City/Town's discretion, based on the risks associated with the event (no less than \$1,000,000 per occurrence). Proof of insurance is required at least two-weeks prior to the event, by providing the City/Town with a Certificate of Insurance along with additional insured endorsement at least as broad as ISO form CG 20 26 naming the City/Town as an additional insured.

OTHER PERMIT CONSIDERATIONS.

Depending on the scope of the special event proposal, the applicant may be required to make arrangements for notification to affected businesses and residences, submit a separate parade permit, create a safety plan, and/or arrange for items such as vendor contracts/requirements, sanitation facilities, barricades, electrical inspections (by the State Department of Labor & Industries and/or fire marshal), county health department inspections, applicable licensing requirements, first aid stations, traffic control, etc. City/Town staff will assist in identifying these needs. However, the applicant has sole responsibility for obtaining required permits and licenses and complying with the City's/Town's special events ordinance. Large and/or high-risk events may, in the City/Town's discretion, require additional types of insurance and/or higher insurance limits and the implementation of additional controls.

WHAT ARE THE REASONS FOR DENYING SPECIAL EVENT PERMITS?

Permits for special events protected under the First and Fourteenth Amendment are subject to reasonable exercise of public control or limitation based upon conduct impacting public health, safety, morality, and welfare. For all other permits, applications will be denied if the proposed activity disrupts traffic beyond practical solution, interferes with access to fire stations, fire hydrants or other public safety access, causes undue hardship to surrounding residences or businesses, requires the diversion of so many public employees that service is denied the public at large, endangers the public health, safety or welfare, interferes with scheduled construction, a different event is already scheduled for the same dates, the applicant fails to provide complete and accurate information or comply with the terms of the permit, is unlawful or fails to comply with applicable legal requirements.

IS THERE AN APPEAL PROCESS FOR A DENIED PERMIT?

Appealing the denial of a special event permit can be made to the City/Town Council by filing written Notice of Intent to Appeal within three (3) business days of notification of denial of permit.

For further information, contact City/Town Hall at (phone number).

ADM.04.02
SAMPLE SPECIAL EVENTS ORDINANCE

Revised: 04/2002

Revised: 02/2018

Revised: 03/2023

ORDINANCE NO. *****
AN ORDINANCE OF THE CITY/TOWN OF _____
AMENDING CITY/TOWN MUNICIPAL CODE
RELATING TO BUSINESS LICENSES AND REGULATIONS

NOW, THEREFORE, THE CITY/TOWN COUNCIL OF THE CITY/TOWN OF _____ DOES ORDAIN AS FOLLOWS:

Section 1. In order to preserve the general health, safety and welfare of all the public, there is added to the City/Town Municipal Code a new chapter, *.*, which shall read as follows:

CHAPTER *.*

PARADES, ATHLETIC EVENTS AND OTHER SPECIAL EVENTS

Sections:

DEFINITIONS

- A. “Special Events” include any activity which is to be conducted on public property or public right-of-way; and, any event held on private property which would have a direct significant impact on traffic congestion or traffic flow to and from the event over public streets or rights-of-way which would significantly impact public streets or rights-of-way near the event, or which would significantly impact the need for City/Town-provided emergency services, such as police, fire or medical aid. It is presumed that any event on private property which involves an open invitation to the public, or events where the attendance is by private invitation of 100 or more people are each presumed to be an event that will have a direct significant impact on the public streets, rights-of-way or emergency services. Special events might include, but are not limited to, fun runs/walks, athletic competitions, bike-a-thons, , parades, carnivals, city/town heritage celebrations, holiday festivals, shows or exhibitions, circuses, block parties and fairs.
- B. “Special Events protected under the First and Fourteenth Amendments” include any event involving political or religious activity intended primarily for the communication or expression of ideas.

- C. “Use” shall mean to construct, erect, or maintain in, on, over or under any street, right-of-way, park or other public place, any building, structure, sign, equipment or scaffolding, or to otherwise occupy in such a manner as to obstruct the normal public use of any public street, right-of-way, park or other public place within the City/Town, including a use related to special events.

PERMIT REQUIRED

A special event permit or authorization from the City/Town is required for any event in a park, public place or on private property where it will significantly impact public sidewalks, roadways or services. A safety plan is required to be submitted with a special event permit. Such special event permit and safety plan shall be in addition to any street or park use, or other regular permits as may be required by ordinance.

When such an event will be an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution, the application shall be processed promptly, without charging a fee for political or religious activities or imposing terms or conditions that infringe upon constitutional freedoms, and in a manner that respects the liberty of applicants and the public.

A special event permit may **not** be required for the following:

- A. Funeral and wedding processions;
- B. Groups required by law to be so assembled;
- C. Gatherings of 30 or fewer people in a City/Town park, unless merchandise or services are offered for sale or trade;
- D. Temporary sales conducted by businesses, such as holiday sales, grand opening sales, or anniversary sales;
- E. Garage sales and rummage sales;
- F. The exhibition of films or motion pictures; or
- G. Other similar events and activities which do not directly affect or use City/Town services or right-of-way property.

Any person desiring to operate/organize a parade, athletic event or special event should apply for a special event permit by filing an application with the City/Town at least sixty (60) days prior to the date on which the event is to occur. A separate parade permit may be required in addition to a special event permit.

Waiver of Application Deadline: Upon a showing of good cause or at the discretion of the City/Town, the City/Town shall consider an application that is filed after the filing deadline if there is sufficient time to process and investigate the application and obtain police and other City/Town services for the event. Good cause can be demonstrated by the applicant showing that the circumstance that gave rise to the permit application did not reasonably allow the participants to file within the time prescribed, and the event is for the purpose of exercising rights under the First and/or Fourteenth Amendments of the United States Constitution.

GROUND FOR DENIAL OF APPLICATION

The City/Town may deny an application for a special event permit if:

- A. The applicant provides false or misleading information;
- B. The applicant fails to complete the application or to supply other required information of documents or the applicant declares or shows an unwillingness or inability to comply with the reasonable terms or conditions contained in the proposed permit;
- C. The proposed event would conflict with another proximate event, interfere with construction or maintenance work in the immediate vicinity, or unreasonably infringe upon the rights of abutting property;
- D. The proposed event would unreasonably disrupt the orderly or safe circulation of traffic and would present an unreasonable risk of injury or damage to the public; or
- E. There are not sufficient safety personnel or other necessary City/Town staff to accommodate the event.

In the event subsection C or D, above applies, the City/Town shall offer the applicant the opportunity to submit an alternative date or place for the proposed event before denying the application.

PERMIT CONDITIONS

The City/Town may condition the issuance of a special event permit by imposing reasonable requirements concerning the time, place and manner of the event, and such requirements as are necessary to protect the safety and rights of persons and property, and the control of traffic. The following conditions apply to all special event permits:

- A. Alteration of the time, place and manner of the event proposed on the event application;
- B. Conditions concerning the area of assembly and disbanding of an event occurring along a route; and
- C. Conditions concerning accommodation of pedestrians or vehicular traffic, including restricting the event to only a portion of the street or right-of-way.

Conditions on special event permits not protected under the First and Fourteenth Amendments of the U.S. Constitution include, but are not limited to:

- D. Requirements for the use of traffic cones or barricades;
- E. Requirements for the provision of first aid or sanitary facilities;
- F. Requirements for use of event monitors and providing notice of permit conditions to event participants;
- G. Restrictions on the number and type of vehicles, animals or structures at the event, and inspection and approval of floats, structures, and decorated vehicles for fire safety;
- H. Compliance with animal protection ordinances and laws;
- I. Requirements for use of garbage containers, cleanup, and restoration of City/Town property;
- J. Restrictions on the use of amplified sound and compliance with noise ordinance, regulations and laws;
- K. Notice to residents and/or businesses regarding any activity which would require a street closure;
- L. Restrictions on the sale and/or consumption of alcohol;
- M. Elimination of an activity which cannot be mitigated to a point as to ensure public safety and welfare, or which causes undue liability risk to the City/Town;
- N. Requirements regarding the use of City/Town personnel and equipment;
- O. Compliance with any other applicable federal, state or local law or regulation;
- P. Payment of special event fees as stated in section **“FEES FOR CITY/TOWN SERVICES”**; and
- Q. Provide evidence of liability insurance and additional insured endorsement naming the City/Town as an additional insured.

APPEAL PROCEDURE

The applicant/organization shall have the right to appeal the denial of a permit or a permit condition. The applicant shall also have the right to appeal the amount of fees or clean-up

deposits imposed pursuant to section **FEES FOR CITY/TOWN SERVICES and CLEANUP DEPOSITS**, or a determination by the City/Town that the applicant's insurance does not comply with the requirements specified in the permit. A written Notice of Appeal shall be filed with the City/Town Council within three (3) business days after receipt or personal delivery of a notice of denial or permit conditions from the City/Town. The written Notice of Appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The City/Town Council shall hear the appeal on the record provided from the designated City/Town official and upon public comment given at the scheduled hearing before the Council. The hearing shall be scheduled no later than thirty (30) days after receipt of a timely and proper Notice of Appeal. Public comment at the appeal hearing shall be limited to three (3) minutes per individual and fifteen (15) minutes each for appellant and City/Town respondent. The decision of the City/Town Council is final.

If the applicant's reason for appeal includes allegations of Constitutional Amendment violations, the issue will be heard by a hearing examiner instead of the City/Town Council.

If there is insufficient time for a timely appeal to be heard by the City/Town Council prior to the date on which the event is scheduled, the applicant may, at its own option, request that the designated City/Town official schedule the appeal before the Mayor/City/Town Manager/City/Town Administrator or designee. The Mayor/City/Town Manager/City/Town Administrator or designee shall hold a hearing no later than five (5) business days after the filing of the appeal and will render a decision no later than one (1) business day after hearing the appeal. If the appeal is requested and heard before the Mayor/City/Town Manager/City/Town Administrator or designee, the Mayor's/City/Town Manager's/City/Town Administrator or designee's decision is final. There is no further appeal to the City/Town Council.

FEES, INDEMNIFICATION AGREEMENT AND INSURANCE

No fee, indemnification agreement or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendment to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. Factors that may be considered in evaluating whether or not the fee applies include the nature of the event, the extent of commercial activity, such as the sales of food, goods, and services, product advertising or promotion, or other business participation in the event, the use or application of any funds raised, if part of any annual tradition or series, previous events in the sequence, and the public perception of the event.

INDEMNIFICATION AGREEMENT

Prior to the issuance of a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the permit applicant and authorized officer of the organization must agree to reimburse the City/Town for any costs incurred by it in repairing damage to City/Town property. The applicant/organization agrees to

indemnify, defend and hold the City/Town, its officers, employees, volunteers and agents harmless from all causes of action, claims or liabilities occurring in connection with the permitted event, except those which occur due to the City's/Town's sole negligence.

INSURANCE

The types and amounts of insurance required shall be determined by the City/Town and based on the risk exposure of the event (liability limit requirement will be at least \$1,000,000 per occurrence), for all events not protected under the First and Fourteenth Amendments of the U.S. Constitution.

The Public Works Director/City/Town Manager/Risk Manager is authorized and directed to require written proof of such insurance prior to permit issuance. A general liability insurance policy shall be written on an occurrence form, shall name the City/Town as an additional insured using an endorsement at least as broad as ISO additional endorsement form CG 20 26, shall be written for a period not less than twenty-four (24) hours prior to the event and extending for a period not less than twenty-four (24) hours following the completion of the event, or for the entire period of set up and tear down, whichever is longer. The applicant shall provide the City/Town and all additional insureds for this event with written notice of any policy cancellation within two business days of their receipt of such notice.

FEES FOR CITY/TOWN SERVICES

- A. Upon approval of an application for a permit for a special event not protected under the First and Fourteenth Amendments of the U.S. Constitution, the Risk Manager should provide the applicant with a statement of the estimated cost of providing City/Town personnel and equipment. The applicant/organization of the event should be required to prepay these estimated costs for City/Town services and equipment ten (10) days prior to the special event. City/Town services and equipment may include the use of police officers and public employees for traffic and crowd control, pickup and delivery of traffic control devices, picnic tables, extraordinary street sweeping, and any other needed, requested or required City/Town services and the cost of operating the equipment to provide such services.
- B. If the actual cost for City/Town services and equipment on the date (s) of the event is less than the estimated cost, the applicant/organization will be refunded the difference by the City/Town in a timely manner. If the actual cost for City/Town services and equipment on the date(s) of the event is greater than the estimated cost, the applicant/organization will be billed for the difference.
- C. Permit fees and fees for the use of City/Town services and equipment may be waived in part or in full by the City/Town if in review of the application it is found that the event is of sufficient public benefit to warrant the expenditure of City/Town

funds without reimbursement by the applicant/organization and would not result in the private financial gain of any individual or “for profit” entity.

CLEANUP DEPOSITS

The applicant/organization of an event, not protected under the First and Fourteenth Amendments of the U.S. Constitution, involving the sale of food or beverages for immediate consumption, erection of structures, horses or other large animals, water aid stations or any other event likely to create a substantial need for cleanup, may be required to provide a cleanup deposit prior to the issuance of a special event permit.

The cleanup deposit may be refunded after the event if the area used for the permitted event has been cleaned and restored to the same condition as existed prior to the event.

If the property used for the event has not been properly cleaned or restored, the applicant/organization shall be billed for the actual cost by the City/Town for cleanup and restoration. The cleanup deposit shall be applied toward the payment of the bill.

REVOCATION OF PERMITS

Any permit issued under this ordinance may be summarily revoked by the City/Town at any time when, by reason of disaster, public calamity, riot or other emergency or exigent circumstances, the City/Town determines the safety of the public or property requires such immediate revocation. The City/Town may also summarily revoke any permit issued pursuant to this ordinance if the City/Town finds that the permit has been issued based upon false information or when the permittee exceeds the scope of the permit or fails to comply with any condition of the permit. Notice of such action revoking a permit shall be delivered in writing to the permittee by personal service or certified mail at the address specified by the permittee in the application.

VIOLATION – PENALTY

- A. It shall be unlawful for any person to operate or conduct a special event requiring a special event permit pursuant to this ordinance unless a valid permit has been issued and remains in effect for the event. It is unlawful for any person to participate in such an event with the knowledge that the organizer/operator of the event has not been issued a required, valid permit or with knowledge that a once valid permit has expired or been revoked.
- B. The special event permit authorizes the permittee/organizer to conduct only such an event as is described in the permit, and in accordance with the terms and conditions of the permit. It is unlawful for the permittee/organizer to willfully violate the terms and conditions of the permit, or for any event participant with knowledge thereof to willfully violate the terms and conditions of the permit or to continue with the event if the permit is revoked or expired.

- C. Any person or organization violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof, shall be subject to a penalty of a fine of not more than five hundred dollars or by imprisonment of not more than ninety days, or both such fine and imprisonment.

SAVINGS CLAUSE

If any section, sentence, clause, phrase, part or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

ADM.04.03
SAMPLE SPECIAL EVENT PERMIT

Revised: 04/2002

Revised: 02/2018

Revised: 03/2023

City/Town of _____

APPLICATION INFORMATION:

Please check the event type:

☐ **Athletic Event**

☐ **Marina Event**

☐ **Noise Permit**

☐ **Park Event**

☐ **Car Show**

☐ **Parade (Additional permit required)**

☐ **Festival**

☐ **Other**

Name of Event _____

Name of Applicant/Organization: _____

Person in Charge: _____ Address: _____

Phone Number: Daytime: _____ Work: _____ Email: _____

Additional Authorized Individuals: _____

Phone Number: Daytime: _____ Work: _____ Email: _____

Emergency Contact: _____

Phone Number: Daytime: _____ Work: _____ Email: _____

Type of Activities Planned (describe event): _____

Is this an event involving political or religious activity intended primarily for the communication or expression of ideas? (Please circle) YES NO

Will participants pay a fee or make a donation? (Please circle) YES NO

Will City/Town services be requested for:

☐ **Street Closure**

☐ **Sidewalk Closure**

☐ **Security**

☐ **Equipment**

☐ **Garbage Collection**

☐ **Parking Restrictions**

☐ EMS

☐ Other _____ -

Date(s) of Proposed Event: _____

Hours of Operation: _____

Set-up Date/Time: _____

Dismantling Date/Time: _____

Number of Staff/Volunteers: _____

Estimated Number of Participants: _____

LOCATION/STREET(S) INVOLVED (describe area involved in event, attach map/route plan):

Special Considerations - (Additional permits, insurance and/or licenses may be required) - Will there be:

Amplified sound? (Please circle) YES NO

Alcohol? (Please circle) YES NO

Animals? (Please circle) YES NO number _____ species _____

Booths/Commercial Vendors? (Please circle) YES NO

Cannabis? (Please circle) YES NO

Cooking/Food Service? (Please circle) YES NO

Drones? (Please circle) YES NO

Dumpsters? (Please circle) YES NO How many and where? _____

Fire/Fireworks/Pyrotechnics? (Please circle) YES NO

Inflatables or Amusement Rides? (Please circle) YES NO

Mechanical Rides? (Please circle) YES NO

Portable Restrooms? (Please circle) YES NO How many ? _____ Some restrooms must meet ADA requirements.

Signs? (Please circle) YES NO

Stage? (Please circle) YES NO

Tents? (Please circle) YES NO

Other special considerations: _____

List any special signs/barricades/cones requested to be supplied by City/Town.

ATTACH COPY OF SAFETY PLAN

Public Relations: Please state what efforts, if any, have occurred, or you intend to make, to notify residents or businesses that will likely be affected by your event. If permit is granted it will be the responsibility of event organizers to alert those likely to be impacted. (i.e. street closures, no parking zones, noise, etc.)

ATTACH COPIES OF BROCHURES, POSTERS, FLYERS, SOCIAL MEDIA POSTS, OR
MAILINGS ADVERTISING THIS EVENT

INSURANCE – The City/Town does not maintain insurance that will respond to claims against the Applicant/Organization in connection with the permitted event by the Applicant/Organization, its members, or those attending the event. Applicant/Organization is required to obtain occurrence-based liability insurance in accordance with City/Town policy, name the City/Town as an **additional insured** on the policy, and shall provide proof of such insurance two-weeks prior to the date of the event. After reviewing this application, the City/Town will determine the types and amounts of insurance required.

HOLD HARMLESS – Applicant/Permittee/Organization shall defend, indemnify and hold harmless the City/Town, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the acts or omissions of the Applicant/Permittee/User, its employees, volunteers, representatives or vendors, or from any activity, work or thing done, permitted, or suffered by Applicant/Permittee/Organization, related to the permitted activity, except only such injury or damage as shall have been occasioned by the sole negligence of the City/Town.

Date: _____

Signature of Applicant: _____

Organization/Title: _____

(FOR OFFICIAL USE ONLY)

APPROVED BY: _____ Parks & Recreation Dept. _____ Police Dept.
 _____ Planning Dept. _____ Public Works Dept.
 _____ Fire Dept. _____ Manager/Mayor/Designee

_____ Risk Manager

_____ City/Town Attorney

_____ Special Event Coordinator

PERMIT DETAINED/DENIED FOR THE FOLLOWING REASONS:_____

RECOMMENDED APPROVAL WITH THE FOLLOWING CONDITIONS:_____

	FEE	INITIAL	DATE
Application Fee	\$ _____	_____	_____
Damage Deposit	\$ _____	_____	_____
Additional Costs	\$ _____	_____	_____
TOTAL PAID	\$ _____	_____	_____
TOTAL REFUNDED	\$ _____	_____	_____

PROOF OF INSURANCE & ADD'L INSURED ENDORSEMENT ISO CG 20 26 ? YES/NO
BOND REQUIRED? YES/NO Amount \$ _____

ADM.04.04
SAMPLE ADMINISTRATIVE SPECIAL EVENTS
PERMIT PROCESSING

Revised: 04/2002

Revised: 02/2018

Revised: 03/2023

CITY/TOWN OF _____, WASHINGTON

1. DEPARTMENTAL SPECIAL EVENTS CHECKLIST

Responsibility of Staff:

Department Head (of those departments which provide services for special events)

1. Establishes job order numbers in the department for separate accounting for the personnel and non-personnel costs for each special event or one job order number for special events in general.
2. Assigns staff who will be responsible for special event review within the department.
3. Sets up a procedure within the department whereby a special event application will either be reviewed within _____ working days of receipt or will be approved by default.
4. Communicates the results of review to the Special Events Coordinator, as follows:
 - a) Recommend approval of the special event as proposed.
 - b) Recommend denial of the special event as proposed.
 - c) Withhold approval for _____ additional days until additional information is made available, modifications are made to the proposed event, or other identified issues are resolved.

City/Town Special Events Coordinator (Citizen Assistance)

5. Assists applicants in the preparation of special events permit applications and safety plans.
6. Pre-screens application for each special event to define available calendar dates.
7. Determines what items on the location and/or route map must be drawn to scale.
8. Determines which City/Town services and departmental approvals are required for the event.

9. Coordinates City/Town services required for each special event, ensures adequate communication about the scheduling and conditions among affected City/Town departments, and coordinates post-event evaluation.
10. Coordinates with City/Town departments to determine what fees, if any, are necessary to pay for City/Town services for special events not protected by the First and Fourteenth Amendments.
11. Directs applicants to non-city/town agencies that may be affected by the event or which may have separate requirements or permits because of the nature of the event. Examples include the _____ Transit Authority, AMTRAK (Burlington Northern Railway), the _____ Port Authority, The County Department of Health Services, and the Washington State Liquor Cannabis Board (WSLCB).
 - a) Facilitates applicant's interaction with non-city/town agencies, where appropriate. For instance, WSLCB may require a City/Town letter as a prerequisite to issuing a WSLCB Special Occasion License.
 - b) Reviews application for events which include general merchandise or food vendors or other activities that may require a business license.
12. Reviews application to determine if permit can be approved as submitted or if further review by City/Town departments is necessary. If two or more events are scheduled for the same day and all cannot be accommodated, the requested date will be granted on a first-come, first-served basis, i.e., to the event organizer whose completed application was submitted first by date and time-of-day. This decision method shall apply unless it is deemed to be in the best interest of the City/Town to do otherwise and a non-discriminatory basis for such a determination is made. (Marathons will be required to be scheduled at least 30 days apart).
13. Works with each special event applicant to facilitate changes in the application so that any issues may be resolved.
14. Schedules a Production Committee meeting to identify any issues that cannot be resolved under the authority of the Special Events Coordinator.
15. Makes final review of a permit that has been approved by the Production Committee.
16. Notifies the City/Town manager/mayor/administrator in writing of a Production Committee proposed denial and provides facts necessary for the decision of the City/Town manager/mayor/administrator on that denial. The report of the City/Town manager/mayor/administrator should include the reasons for denial, a description of the efforts to modify the event so that it could be approved, and a citation of the standards in the special events ordinance by which denial is recommended.

17. Notifies applicant of denial and informs applicant of the applicable municipal code section, the 5-day appeal period, and steps that must be taken to make an appeal of the denial to the City/Town Council.
18. Notifies City/Town manager/mayor/administrator of an applicant-appeal of permit denial, providing any additional facts necessary for the decision of the City/Town Council on that appeal.
19. Evaluates follow-up reports from City/Town departments involved in special events.
20. Collects from applicant, where required, the amount of the refundable cleanup deposit and transmits it to the City/Town clerk.
21. Collects from applicant, where required, any additional fees for City/Town services.
22. Facilitates refund of clean-up deposit to the applicant after the event if City/Town clean-up services were not needed. Applicant should make a request in writing for the refund of this deposit.

Production Committee

23. Meets monthly to discuss and coordinate efforts and to confirm that public health and safety are protected and inconvenience to non-participants is minimized.
24. Attempts to find solutions to challenges posed by proposed special events.
25. Recommends to the City/Town manager/mayor/administrator denial of a permit for any special event which meets the criteria for denial in terms of scheduling available personnel, safety aspects, a particular route or location, or any other consideration as set forth in Municipal Code ***.***.***.

Traffic Division (Police Department)

26. Plans Police Department emergency vehicle access and traffic safety related to street closures, necessitated by the event.
27. Ensures that applicant will include, as condition of permit approval, sufficient number of police personnel or private traffic controllers, barricades, cones, no-parking signs, portable toilet, first aid facilities, private security and crowd control, nighttime lighting, and any other requirement necessary to protect public health and safety.
28. Within no more than ____ working days of receiving routing, reviews completed application of special event for conformance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Patrol Area Command (Police Department)

Reviews special event completed application to determine impact on other events or conditions within the area.

29. Within no more than _____ working days of receiving routing, reviews completed application of special event for conformance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Vice Detail (Police Department)

30. Receives applications for events which include the serving or availability of alcoholic beverages.
31. Requires additional licenses or permits, when appropriate, such as required by the WSLCB.
32. Within no more than _____ working days of receiving routing, reviews completed application of special event for conformance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Fire Marshall (Fire Department)

33. Receives applications for events which may impede access by Fire and Paramedic emergency vehicles,
34. Plans Fire Department/Paramedic emergency vehicle access and safety related to street closures, necessitated by the event.
35. Reviews proposed use of fireworks, handling of vehicle fuel, open flame cooking, occupancy/spacing of tables or enclosures and use of tent, canopy, air-supported structure, etc.
36. Requires additional permits when appropriate, such as for fireworks or pyrotechnics.
37. Within no more than _____ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Traffic Engineer (Engineering & Development)

38. Reviews proposed special events which may impact already-scheduled street repair or construction.
39. Within no more than _____ working days of receiving routing, reviews completed application or special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Plan Check (Building Inspection)

- 40. Requires that all electrical, mechanical and structural construction, either temporary or permanent, comply with the Uniform Building Code.
- 41. Requires a building permit for any stand or stage greater than thirty inches (30") above grade.
- 42. Provides electrical, mechanical and/or structural plan check and inspection of any construction or equipment proposed for use in the event.
- 43. Requires additional permits when appropriate.
- 44. Within no more than _____ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Noise Abatement Office (Building Inspection)

- 45. Reviews proposed special events which plan to have music, sound amplification, or any other noise impact.
- 46. Within no more than _____ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Risk Management

- 47. Assesses the potential risks of each element or activity planned during the event..
- 48. Determines the types and amounts of insurance and level of general liability insurance to be required, depending on potential risk associated with the proposed event.
- 49. Collects from applicant, where required, evidence of surety bond, special insurance (i.e. for fireworks, bounce houses, drones, sale/service of alcohol) and occurrence-based general liability insurance, with additional insured endorsement (ISO CG 20 26 or coverage at least as broad), signed indemnification agreement favorable to the Member, and other documents required under the special events ordinance and regulations.
- 50. Within no more than _____ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

Park & Recreation Department

- 51. Determines if park or beach facility use permit is required in addition to or instead of a special events permit, based on parameters set forth in the special events ordinance.

- 52. Requires trash containers, special animal cleanup, or other conditions, as necessitated by the various aspects of proposed event.
- 53. Arranges for City/Town equipment to be provided to a special event applicant should a Council Resolution be approved authorizing such use. Informs applicant of process for obtaining such a Council Resolution.
- 54. Routes information to horse patrol, bike patrol, park security officers, park lessees, and/or other department divisions affected.
- 55. Within no more than _____ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.

General Services Department

- 56. Requires trash containers, special animal cleanup, or other conditions, as necessitated by the various aspects of the proposed event.
- 57. Within no more than _____ working days of receiving routing, reviews completed application of special event for compliance with existing rules, regulations, codes and laws and notifies Special Events Coordinator.
- 58. Loans barricades, cones, and no-parking signs to applicant on an as-available basis. Applicant should arrange to pick up and return the equipment.
- 59. Walks entire proposed area or route (pedestrian gathering areas, parade route, etc.) of special event with applicant prior to event to identify concerns (trip hazards, adequacy of area for intended event, etc.) and arranges for repair or correction of any identified issues.
- 60. Cleans and repairs streets on an as-needed basis, after special event has occurred.
- 61. Bills event organizer for cost of cleanup and/or repair or other additional costs.

City Attorney

- 62. Reviews all questionable permit applications to ensure the proposed event has been properly classified as a regular special event, high risk event, or a special event protected by the First and Fourteenth Amendments.

Senior Staff of Park & Recreation, Fire or Police Departments

- 63. May, typically in consultation with counsel, cause an already approved special event permit to be revoked, even during the course of the event, if it is determined that the

event will be in or is in violation of the standards for its issuance, pursuant to Municipal Code_____. When possible, notices of revocation should be in writing with the reasons for revocation specified. When possible, event permit holders should be given the opportunity to rectify each violation before the permit is revoked.

ADM.21

**INSURANCE AND INDEMNITY REQUIREMENTS
FOR CONTRACTS**



Washington Cities Insurance Authority

PO Box 88030

Tukwila, WA 98138

(206) 575-6046

EXHIBIT VI

INSURANCE & INDEMNITY REQUIREMENTS FOR FACILITY USE AGREEMENTS

For rental or use of facilities such as community centers, senior centers, sport fields or swimming pools. For short term facility use WCIA, through our broker, offers short term liability insurance for tenant/users of member property or locations. This is called Tenant Users Liability Insurance Policy (TULIP). The TULIP covers users and the WCIA member as insureds.

Please note that TULIP does not cover certain events and does not cover participant liability for athletic events. Please contact WCIA for TULIP details.

Indemnification / Hold Harmless

User shall defend, indemnify and hold harmless the Public Entity, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Public Entity.

A. Insurance Term

User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

B. No Limitation

User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Required Insurance

User's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Public Entity shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General

Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the User's insurance and shall not contribute with it.

D. Public Entity Full Availability of User Limits

If the User maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the User.

E. Certificate of Insurance and Acceptability of Insurers

The User shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

EXHIBIT VII

SPECIAL PROVISIONS FOR FACILITY USE AGREEMENTS

Additional insurance requirements should be added to the Facility Use Agreements for the following:

Alcohol, Available for Consumption on Premises, Whether Sold or Not

The User shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Public Entity is to be named as an additional insured on Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Public Entity.

Athletic Participant Events

General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured):
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

COMMERCIAL GENERAL LIABILITY
CG 20 12 05 09

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:	

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is an Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

ADM.24
PUBLIC INVITATIONS TO DISPLAY ART

Issued: 12/2002
Reviewed: 03/2023

POSSIBLE EXPOSURES:

When a Member creates a public forum and invites the public to display art, then censors or rejects certain artists or art work, the Member's actions may create liability exposure for violation of the artist's First Amendment rights. The use of an "Arts Commission" or any other volunteer oversight group or guild to enforce the Member's censorship standards may not protect the Member against liability for First Amendment rights violations.

In the United States, freedom of expression, artistic and otherwise, is ultimately governed by the First Amendment to the U.S. Constitution. The First Amendment says, "Congress shall make no law abridging the freedom of speech." The word "speech" in the First Amendment includes much more than verbal expression. The expression of artists, including the use of symbolism, is also protected. The Washington Constitution Article I, § 5, provides that "[e]very person may freely speak, write and publish on all subjects, being responsible for the abuse of that right." This provision differs from its federal counterpart but has been construed in a similar manner when defining what are considered "public forums."

Members may not enforce a content-based exclusion unless its regulation is necessary to serve a compelling state interest and is narrowly drawn to achieve that end. A Member may enforce regulations of time, place and manner of expression which are content-neutral, are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication.

"Content-neutral" generally means no restriction on the nature of the message which the artist tries to communicate through the artwork and prohibits restriction based on religious, ethnic, racial, political, or sexual preference and/or content.

RECOMMENDED CONTROLS:

1. Types of Public Forums

The Supreme Court identified four types of public property for First Amendment expression purposes:

- A. Traditional Public Forums include streets, sidewalks, and parks.
- B. Open or Designated Forums are other public owned property designated, by government action, ordinance or permissiveness, to be used by private groups.
- C. Non Public Forums such as government buildings, libraries, etc.

- D. Limited Public Forums, such as a City or Town hall, library, and community center that have been opened for use (invitation) by the Member as a place for expressive activity.

2. What do we mean by Works of Art

Works of art include, but are not limited to: sculpture, painting, drawing, print, photograph, film or videotape, and crafts in any material or combination of materials such as clay, fiber, textiles, wood, glass, metal or plastic.

3. Excluding Certain Categories of Public Speech from a Public Forum

- A. The Washington State Constitution is generally more protective of First Amendment rights to free speech and/or expression than the U.S. Constitution. Based on the standards set forth in Washington law, it appears that it would be very difficult for a Member to impose speech restrictions in the context of an invitation by the Member to the public at large to submit public art for display at a public forum.
- B. Washington law suggests that even categorical exclusions based upon non-obscene but troublesome subject matter (i.e., “no profanity”, “no nudity”, “no graphic or symbolic depiction of sexual intercourse”, “no portrayal of racial hatred”) would be subject to a strict scrutiny standard, and it is unlikely that such restrictions on expressive speech in a public forum would be upheld.
- C. Therefore, it is recommended that Members do not invite public art for display at public forums if the Member is concerned about the display of potentially controversial or offensive materials, which may not meet the test for obscenity.
- D. Privately financed and donated monuments for permanent display in a Member park or other public area are “government speech,” not subject to the Free Speech Clause and possibly not be regulated by the Establishment Clause. Members may accept or decline donated monuments as they see fit.

4. The “Three-Pronged Test” for Obscenity

There are limited categories of speech such as “obscene speech”, which are specifically defined and are not constitutionally protected. For these limited categories of speech, a Member may restrict or exclude such speech or expressive activity, whether in the form of pure speech or art.

In the most important case on freedom of expression, *Miller vs. California*, the Court established a “three-pronged test” for obscenity. The Court’s decision stated that obscene material is not protected by the First Amendment and that such speech may be regulated by the state under certain circumstances.

Obscenity is a narrow category describing materials that meet all three prongs of the definition below:

- A. Whether the average person, applying contemporary community standards, would find that the work, taken as a whole, appeals to the prurient interest.
- B. Whether the work depicts or describes, in a patently offensive way, sexual conduct specifically defined by the applicable state law [RCW 7.48A.010 (2)].
- C. Whether the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.

Citizen complaints describing the artwork as “offensive” or “disgusting” is generally insufficient basis for rejecting the subject artwork.

5. Develop and Adopt a Written Policy

- A. A Member should develop a written policy addressing the display of art in public places that includes, but is not limited to:
 - 1. Purpose
 - 2. Definitions
 - 3. Artwork agreement
 - a) Written agreement with the artist that includes:
 - 1) Period of time artwork is to be exhibited.
 - 2) Responsibility for costs of permits (if required), site preparation, transportation, storage, installation, damage and liability insurance, removal of the artwork, and restoration of the site.
 - 3) Site location of the artwork.
 - 4) Conditions for sale of the artwork, if applicable.
 - 5) Conditions for termination of the agreement by the artist, donor or the Member.
 - 4. Types of Acquisitions (i.e., commissioned, purchased, acceptance of donated work, loaned, etc.)
 - 5. Selection criteria for artwork
 - a) Condition (i.e., good condition, free of safety hazards)
 - b) Availability of an appropriate site for display (size of art may be considered to determine if it fits available space)
 - c) Time Schedule
 - d) Maintenance and preservation
 - e) Restrictions
 - f) Appropriateness of artwork
 - 1) The artwork must not be lewd or obscene as defined in RCW 7.48A.010(2)
 - g) The safety of the artwork to the public (i.e., can it be placed so as to not create an unacceptable risk of physical injury to the public, traffic hazard, or be an attractive nuisance to children who could be injured playing on it)
 - 6. The Member should exercise final control and authority in the selection and/or (especially) the rejection of submitted artwork. Regardless of

whether the Member utilizes an art commission or oversight committee, the Member may be ultimately liable for any violations of an artist's First Amendment rights.

6. Open Invitations to Display Art (Indoors or Outdoors)

If a Member does not have the staff time, resources, desire, inclination, or capability to create, implement, and consistently administer a clearly articulated arts program that is considerate of the artist's First Amendment rights, WCIA recommends against creating any "limited public forums" by open invitation to the community.

7. Purchase of Art by Public Entities

Governmental entities may purchase art for display in public buildings and publicly owned outdoor locations. When acting as a purchaser of art in a proprietary capacity, governmental entities are not subject to the free speech restrictions cited above. (The same holds true for privately donated, permanent monuments. See above.) The only restrictions may be those which the entity has imposed upon itself by rule or which the entity has agreed to by contract with the artist.

ADM.28
PARADES
Issued: 03/2010
Reviewed: 03/2023

POSSIBLE EXPOSURES:

Parades can pose liability exposures to Members if precautions are not taken. If vehicles and/or floats are used in a parade, injuries can occur to participants resulting from vehicle collisions or falls from the vehicles or floats. Floats constructed of flammable materials pose serious fire risks for both passengers and spectators. Participants could fall due to hazards or debris present on the parade route. Spectators can be injured being struck by candy or other objects thrown from vehicles into the crowd, or by entering the path of the parade while trying to catch the items. Members could also face allegations of constitutional rights violations surrounding the First and Fourteenth Amendments to the United States Constitution.

RECOMMENDED CONTROLS:

Parade Sponsorship

1. If the Member wishes to sponsor a parade, the Member should take active management control over all phases of planning and implementation. The parade should be a Member supervised, organized and operated event. The Member should develop a parade safety plan and distribute the safety plan to all involved Member departments, participants and vendors. Each participant in the event should sign an agreement holding the Member harmless and be required to provide evidence of automobile liability insurance if vehicles or floats are used. Other insurance may be required from participants depending on the level of risk presented.
2. If the Member is the “sponsor” of the parade, but does not have the ability or expertise to manage the event, an alternative would be to transfer the risk by contracting with an event manager. In that case, a well-crafted agreement addressing each party’s responsibilities, insurance requirements and indemnification language should be created. The event manager should agree to defend, indemnify and hold the Member harmless from all but the sole negligence of the Member. Commercial General Liability Insurance in the minimum amount of \$1,000,000 each occurrence should be required from the event manager naming the Member as an additional insured. Proof of that coverage should be provided to the Member. The event manager should also be responsible for ensuring all vehicles and float operators and other entrants participating in the parade produce proof of, Commercial General Liability insurance, Automobile Liability insurance and valid driver license.

Please note: Higher limits and additional types of insurance may be required depending on the elements of and risks associated with the parade, at the sole discretion of the Member.

3. If the event is sponsored by an outside party or group, the recommendations in paragraph 2 of this section will apply.

If the event sponsor does not carry Commercial General Liability insurance, coverage may be available through the Event insurance which can be accessed on the WCIA website.

Permitting Process

Requiring a Parade Permit or Application for non-Member sponsored parades is essential to determining the size and scope of the parade as well as the level of Member services the event will require. It also provides an opportunity for the Member to notify the sponsor or applicant of the Member's insurance requirements and rules governing the use of Member rights-of-way and parade rules. The permit should contain a hold harmless and indemnification clause. Many Members include their parade permit information on their special event permit. Please refer to [ADM.04.03](#) Sample Special Event Permit for further information.

It may be useful for Members to complete the permit process for those parades being sponsored by the Member.

Hazards and Debris

Prior to the beginning of the parade, both the Member and the parade organizer should perform an inspection of the entire parade route and adjoining sidewalks to identify any potholes, cracks or obstacles. Walking the route is a reasonable step the Member can take to identify potential problems. Repairing or marking significant cracks, holes or uneven surfaces and documenting these activities may assist in the defense of the Member in case of a trip and fall on streets or sidewalks which occur during the parade. Members should inspect for other obstructions or potential hazards including but not limited to:

1. Scaffolding in front of buildings
2. Empty tree wells
3. Garbage or other debris
4. Improperly placed barricades
5. Manhole, water valve and other infrastructure lids and covers

Traffic Control

1. Consider a parade route that takes into account all traffic detours and street closures. A detour route should be established to take into consideration non-parade vehicle traffic. Temporary paint may be used to mark the route.
2. Determine where the parade is going to begin (staging area) and how to address the increased congestion of people, vehicles, animals and floats in that area.

3. Consider emergency vehicle access and egress.
4. Determine where barriers need to be placed.
5. Notify Law Enforcement, Fire, and Medical Aid of the scope, size, route and date of the parade.
6. Determine what level of law enforcement will be required for staffing the parade route on the day of the event.
7. Overpasses, excavations and construction areas, as well as streets that are narrow or have extreme grades, should be avoided.
8. Railroad crossings should be avoided. If rail road crossings cannot be avoided, all rail road companies that utilize the tracks should be notified of the date and time of the parade, well in advance. A parade should not be scheduled during times when the tracks will be in use. If a parade crosses active tracks, law enforcement officers, whose sole duty it is to monitor the tracks, should be stationed on each side of the crossing until the conclusion of the parade to prevent parade entrants and spectators from crossing if a train is approaching.
9. If flaggers are needed to direct traffic at intersections or driveways, Members should allow only those who have successfully completed the Washington State certification course within the last three years to perform flagging operations.

Floats

To create a safe and fun event for the community, whether the Member is sponsoring the event or not, rules addressing fire and life safety requirements for floats and other vehicles should be developed. All entries should be required to sign a form specifying that they have reviewed and understand the rules and the safety plan, which should include but not be limited to:

1. All floats must adhere to the minimum and maximum size and height requirements as provided by the Member.
2. Riding on the top of or outside of vehicles without belts or harnesses is prohibited.
3. Fire or open flame on any entrant is prohibited.
4. All drivers of vehicles and floats shall possess and provide proof of a valid driver's license.
5. Fire extinguishers, with a minimum rating of 2A – 10BC are required on all motorized decorated vehicles.
6. Exhaust systems shall extend beyond any and all decorations so that drivers or riders are not exposed to carbon monoxide fumes.
7. Compressed gases (such as helium) shall be properly secured and safeguarded.
8. All decorative materials should be fire retardant. NOTE: BALES OF HAY ARE NOT FIRE RETARDANT.
9. Drivers shall have 180° forward vision.

10. All floats must have one spotter in the vehicle whose job it is to monitor activity on the float so that the vehicle operator is not distracted.
11. Throwing candy or other objects from the vehicles shall be prohibited. Walking beside the float and giving out candy and toys is allowed.
12. Member reserves the right to bar from the parade at any time any entrant not conforming to the rules or refusing to follow the instructions of the police or parade officials.
13. Alcoholic beverages are prohibited on any float or vehicle or on the person of any participant.
14. All floats should be inspected by the Fire Marshall or other applicable official prior being allowed to participate in the parade.

Equestrian and Other Animal Requirements

Rules should indicate that all animals must be under the control of the owner at all times. All applicable laws should be complied with, including leash laws. Riders must control their horses. Stallions should not be allowed. Horse hooves should be properly trimmed and shod, preferably with borium shoes. Entrants should also provide for the removal of all waste material deposited by their animals.

Free Speech Considerations

When considering allowable restrictions the Member can place on public parades and demonstrations, the Member should follow the speech provisions of the federal and state Constitutions. The Member's ability to regulate access to and behavior on public property depends on the property. Parks, city squares public streets and sidewalks are categorized as traditional public forum and, as such, are the least susceptible to Member control. In those places, the Member can only impose reasonable time, place and manner restrictions on the expression of protected free speech but cannot restrict the content of the message. To qualify as a valid time, place and manner restriction, an ordinance must be content neutral, narrowly- tailored to a compelling government interest (i.e. public safety) and leave open an alternative means of communication. Reasonable restrictions as to time, place and manner may be imposed as to certain types of public forum but cannot be crafted or enforced to selectively favor or disfavor particular groups or messages based on the content of the message. Leafleting and displaying of tall signs should not be restricted.

Demonstrations in or on other public properties such as libraries and governmental office buildings can be subject to greater restriction in order to preserve the orderly conduct of the governments business and the public's access to governmental services. However, these restrictions still have to be applied consistently and in a manner that is content neutral so as to not favor or disfavor one group over another.

ADM.28.01
SAMPLE PARADE PERMIT

Issued: 03/2010
Reviewed: 03/2023

PARADE PERMIT
(Use with Special Event Permit)

The undersigned hereby makes application for a Parade Permit to conduct an event on the streets of [Member Name]. The purpose of this application is to promote the safety of both the general public and parade participants. In support of such application, the applicant makes the following statement and representation:

Name of event: _____
Date of event: _____
Assembly time for participants: _____ ☐ AM/ ☐ PM
Starting time of the event _____ ☐ AM/ ☐ PM
Starting location for the event: _____
Estimated duration of the event: _____

Applicant/Organization Name: _____
Applicant/Organization email address: _____
Applicant/Organization address (include street address, city and state): _____
Applicant/Organization phone number: _____
Contact name: _____
Contact phone number: _____
Will this person be onsite during the event? ☐ Yes ☐ No

Route to be traveled including staging area, parade route and termination point (please include map or diagram: _____

Once the parade route has been approved, you will be asked to provide a detailed traffic control plan and safety plan.

Estimated number of pedestrians: _____
Estimated number of vehicles: _____
Estimated number of floats: _____
Estimated number of animals: _____
Types of animals: _____

Street Closures Requested ☐	Full Street Closure ☐	Partial Street Closure ☐
--	--	---

Barricades to be supplied by: _____

Traffic control to be supplied by: _____

For Internal Use Only

Date received by [Member Name]: _____

Signature of Police Chief verifying review: _____

Signature of Fire Chief verifying review: _____

Signature of Public Works Director verifying review: _____

Parade Permit is: ☐ **Approved** ☐ **Denied**

Authorizing Signature: _____

Date: _____

ADM.28.02
SAMPLE PARADE ENTRY INFORMATION PACKET

Issued: 12/2012
Reviewed: 03/2023

TO: Parade Participant

FROM: Member Parks & Recreation Staff

RE: _____ Parade

To be considered for participation, your entry form must be received prior to (Date & Time). Please read through the **attached parade instruction sheet, route map and safety plan** which have been established for your benefit and the safety of the event.

This is a (Member operated or privately operated) parade. The goal is to provide a community parade that is safe and enjoyable for both participants and spectators, and we endeavor to maintain that tradition. To that end, we ask the following:

- All parade entrants must remain in motion while on the parade route, unless stopped by law enforcement or parade officials.
- All motorized vehicles must be operated by licensed and trained drivers, regardless of the vehicle's size or use. All vehicle and float operators are required to include proof of current automobile liability insurance with the parade application.
- All entrants must clean up after their entry (animal waste, garbage in staging, horse loading areas, decorations, etc.)

A complete listing of event participation rules is in this packet. If you have any questions or concerns, please contact Member at (xxx) xxx-xxxx.

Thank you.

All entries receive staging (line up) number at check in.

SAMPLE PARADE INSTRUCTION SHEET

PARADE DATE: _____

PARADE BEGINS: _____

CHECK-IN/ASSEMBLY: _____

ENTRY JUDGING: _____

DIRECTIONS:

- From the South:

- From the North:

CHECK-IN STATION: All entries must stop at the check-in station located at the entrance to the staging area. (See Map) There you will receive your parade entry number and any other instructions. **Important: To reduce congestion, please appoint one member of your group to check in your entire group.**

DIGNITARY CHECK-IN: All designated parade dignitaries and dignitary escorts will meet in front of (location) no later than (date and time). They will receive line-up numbers and other information at that time. They will then be escorted directly to the staging area, bypassing the check-in station.

STAGING AREA: The main staging area will be (location).

JUDGING: All entries will be judged prior to parade between **(time frame)** in the staging area. **ALL UNITS MUST BE ASSEMBLED AND IN LINE BY (time) TO BE JUDGED. LATE ENTRIES WILL NOT BE CONSIDERED IN JUDGING.** Judge's decisions are final. **PLEASE NOTE:** Awards will be distributed to winning entries as they pass the announcer's stand. **(Important: Mounted Drill Team members, please see section below.)**

MOUNTED DRILL TEAMS: There will be a designated lot that will be used for Mounted Drill Team horse trailer parking and judging. An area of the lot will be designated for judging team performances. Each team will have a predetermined time period to perform as if they were in the parade. After the judges have issued trophies, ribbons, and parade entry numbers, teams will ride directly to their numbered cone in the staging area. *Teams that do not wish to participate in judging may pick up their parade ribbons and entry numbers and proceed directly to staging.* **After the parade, please clean your staging area before you leave.**

RESTROOMS: Restrooms are located at (location), staging area, along the parade route and at the end of the parade

PARADE ROUTE: Public viewing begins at the intersection of (location). Entries may slow down or pause slightly (without stopping) for the cameras and announcement of their entry. The parade continues past (location) final staging area (location) and surrounding streets until parade is complete.

PARADE CHECKLIST:

1. Drivers should have 180° forward vision.
2. Each float should have one passenger in the cab whose duty it is to monitor activity on the float so that the driver is not distracted from operating the vehicle.
3. Reverse movement along the parade route is prohibited.
4. Riding on the top of or outside of vehicles without belts or harnesses is prohibited.
5. Children must be under adult supervision at all times.
6. Riders must remain on the float once the parade begins and at all times the float is in motion.
7. Maintain a distance of **35 feet** behind the preceding entry.
8. Exhaust system should extend beyond any and all decorations so that drivers or riders are not exposed to carbon monoxide fumes.
9. Compressed gases (such as helium) and generators shall be properly secured and safeguarded (portable gasoline cans are prohibited).
10. Generator exhaust must be such that it does not pose a hazard to participants.
11. Decorative lighting must be UL approved and rated for outdoor use.
12. No candles allowed on floats.
13. Marching entries must keep up with the parade.
14. **DO NOT** throw food, candy, or any other items to the crowd.
15. Adults may walk beside the float and handout candy and toys.
16. Entries with animals must check in with their clean-up crews; otherwise, they will not be allowed to participate.
17. Contact parade officials immediately should you encounter any difficulties.
18. Motorized vehicles, trucks, and cars - no excessive speeds, burn-outs, tricks, two-wheel driving, or dangerous maneuvers. **NO STOPPING TO HAND OUT FOOD, CANDY, OR PROMOTIONAL PRODUCTS.**
19. Fire extinguishers rated 2A-10BC are required on all motorized decorated vehicles. Fire or open flame on any entrant is prohibited; all decorative materials must be fire retardant - *bales of hay are not fire retardant.*
20. Smoking is prohibited on any float or parade entry.
21. Alcoholic beverages are prohibited on any float or vehicle or on the person of any participant.
22. Parade participants may not be under the influence of alcohol or drugs at any time during the parade or staging.
23. The Member reserves the right to bar from the parade at any time any entrant not conforming to the rules, safety plan or refusing to follow the instructions of the police or parade officials.

REVIEWING STAND:

1. The reviewing stand will be located directly in front of (location).
2. Award-winning entries will be announced as they pass the reviewing stand.

PLEASE KEEP THE CENTER OF THE STAGING AREA CLEAR AT ALL TIMES TO ALLOW FOR PASSAGE OF OTHER ENTRANTS.

1. Because of limited access to the parade staging area, and for safety reasons, if you wish to drop off participants or equipment needed for your entry, you must do so prior to (time).
2. ACCESS TO THE STAGING AREA WILL BE CLOSED FOR SUPPORT VEHICLES AT (time).
3. Vehicle operators must stay with the vehicle at all times.

4. No reverse movement will be allowed within the staging area.
5. Exit staging at (location).

Thank you for your cooperation and support!

We are excited and pleased to have your participation in the parade. We hope that you enjoy yourselves – the community will certainly enjoy your entry! If you need any additional information, please call (xxx) xxx-xxxx.

SAMPLE PARADE ENTRANT APPLICATION

Name of Entry (Group/Organization): _____

Contact Person: _____

Mailing Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address*: _____

*By providing your email address, you give the Member permission to email you regarding not only the parade, but also upcoming special events, classes, activities, etc. If you would only like to receive parade information, please indicate by checking here. ☐

Number of Participants in Entry (best estimate if unknown at this time): _____

Approximate Space Required in Staging Area: _____ feet.

*** Please Select Category:**

Animal entries (pets / livestock)

Campaigning / Political

Cars

Color Guard / Military / Veterans

Comic (clowns / fun entries)

Community (local agencies or businesses)

Community Youth (scout troops, etc.)

Dance / Drill Teams

Emergency Response Units (Fire / Police)

Float

Motorized Drill Team (motorcycles, ATVs)

Mounted Drill Teams (horses)

Music in Motion (bands, musical entries)

Trucks / Equipment (includes tractors /
decommissioned fire trucks, etc.)

Other: _____

For more information contact: Member (xxx) xxx-xxxx

Fax: (xxx) xxx-xxxx

Email: Member@email.com

To be considered for participation, your **entry form must be received prior to (date & time).**

Your entry number will be provided at check-in.

Entries received by (date) will receive priority placement in the parade line-up!!

By signing at the bottom of this form, I verify that I have read the Parade Information and Instruction Sheets, route map, safety plan and completed the required Hold Harmless and Indemnification form, and agree to abide by the terms.

***All vehicle and float operators are required to provide proof of automobile liability insurance with entry application.**

What would you like the announcers to say about your entry as it passes the reviewing stand? Please provide a short description (75 words or less), "legibly" written. Emailed descriptions are welcome: Member@email.com.

Participant/Group Printed Name

Participant/Group Representative Signature

Date

Address: _____ Phone: (____) _____

SAMPLE PARADE ENTRANT HOLD HARMLESS & INDEMNIFICATION RELEASE

(Must be completed for each individually registered entrant or group)

Copy this form as needed. Additional forms may also be obtained at Member offices.

Parade Entry Name and/or Number: _____

Day of Event Contact Number in case of emergency: _____

I, the undersigned applicant am eighteen years of age or older and desire entry into the _____ Parade and am fully aware of the fact that there are special dangers and risks inherent in this activity, including, but not limited to, the risk of serious physical injury, death or other harmful consequences that may arise or result directly or indirectly to the company, group, or organization listed above or as a private individual entry from participation in this activity. Being fully informed as to these risks and in consideration of being allowed to participate in (Member or other group) sponsored activities, I/we hereby assume all risk of injury, damage and harm to any participant arising from such activities or use. I/we also hereby individually and on behalf of my/our heirs, executors and assigns, release, indemnify, defend and hold harmless the Member, its officials, employees, volunteers and agents and waive any right of recovery that I/we might have to bring a claim or a lawsuit against Member for any personal injury, death or other consequences occurring out of my/our voluntary participation in this activity.

I hereby consent to allow my picture or likeness to appear in any official document, Member website, sponsor advertisement and/or Member produced television coverage of this sponsored activity without compensation to me.

YES (___) NO (___) (Initials) _____.

I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this activity.

YES (___) NO (___) (Initials)_____

Participant Signature: _____ Date: _____

Participant Printed Name: _____

Title of person signing on behalf of Group: _____

Address: _____ Email: _____ Phone: (_____)_____

SAMPLE PARADE ENTRANT PARENT/LEGAL GUARDIAN WAIVER Hold Harmless & Indemnification

*(Must be completed for each minor participant **not** registered with an organization or group)*

Copy this form as needed. Additional forms may also be obtained at Member offices.

Parade Entry Name and/or Number: _____

Day of Event Contact Number in case of emergency: _____

NOTE: If applicant is less than 18 years of age, the parent(s) and/or guardian(s) must execute the following waiver:

I (we) am/are the parent(s) or legal guardian(s) of _____ who desires to be a participant in the _____ Parade.

It is important to me (us) that this child be allowed to participate in this activity. I (we) understand there are special dangers and risks inherent in this activity, including but not limited to, the risk of serious physical injury, death or other harmful consequences which may arise directly or indirectly from the child's participation in this activity. Being fully informed as to these risks and in consideration of the Member allowing my child to participate in this sponsored activity, I (we), on behalf of myself (ourselves) and on behalf of the above-named participant child, assume all risk of injury, damage and harm to the child which may arise from the child's participation in the activity. I (we) further agree, individually and on behalf of the above-named child, to release and hold harmless the Member, its officials, employees, volunteers and agents, and agree to waive any right of recovery that I(we) may have to bring a claim or lawsuit for damages against Member for any personal injury, death or other harmful consequences occurring to the above-named child or me arising out of the Child's voluntary participation in this activity. I (we) grant my (our) full and voluntary consent for the above-named child to participate in _____Parade.

I hereby consent to allow my child's picture or likeness to appear in any official document, Member website, sponsor advertisement and/or Member produced television coverage of this sponsored activity without compensation to me.

YES (___) NO (___) (parent/legal guardian initials)_____.

I authorize any necessary emergency medical treatment that might be required for this child in the event of physical injury and/or accident to this child while participating in this activity.

YES (___) NO (___) (parent/legal guardian initials)_____

(PLEASE PRINT)

Child's Name: _____ Child's Address: _____

Parent/Legal Guardian Name(s): _____

Parent/Legal Guardian Signature(s): _____

Parent/Legal Guardian Address _____ Phone: _____

Email: _____ Date: _____

ADM.28.03
SAMPLE PARADE SAFETY CHECKLIST

Issued: 12/2014
Reviewed: 03/2023

PARADE NAME _____ **DATE** _____
START/END TIME _____
PARADE ORGANIZER NAME _____ **MOBILE PHONE** _____
ADDRESS _____ **EMAIL** _____
[MEMBER] PARADE COORDINATOR _____ **PHONE** _____
DATE OF PRE-PARADE ROUTE WALK-THRU _____

Check box and date once task has been completed

REGULATIONS AND REQUIREMENTS

YES	N/A	TASK	DATE
		Submit [Member] parade permit application, including signed hold harmless/indemnification	
		Submit proof of insurance as required by [Member]	
		Obtain parade entry information packet	
		Provide route map to [Member]	
		Provide signed safety plan to [Member]	

COMMENTS _____

KEY CONTACTS

YES	N/A	TASK	DATE
		Coordinate with [Member] Parade Coordinator	
		Coordinate with Public Works/Streets	
		Coordinate with Police	
		Coordinate with Fire/Fire Marshall	
		Coordinate with Railroad Officials	
		Coordinate with WSDOT (if other agencies, list)	
		Coordinate with overhead utilities	
		Notify impacted businesses/neighbors	
		Arrange for private security and/or traffic flaggers	
		Coordinate staff/volunteers for set up, event and disassembly	

COMMENTS _____

EMERGENCY RESPONSE PLAN

YES	N/A	TASK	DATE
		Designate emergency detour routes & provide to key personnel	
		First aid station	
		Crowd control	
		Safety briefing for planning group ([Member] and parade officials)	
		Inclement weather plan	

COMMENTS _____

ROUTE

YES	N/A	TASK	DATE
		Provide route map to key contacts	
		Provide for consideration around hospitals	
		Provide congestion management plan to key contacts	
		Walk-thru of parade route w/PW, Parade Coordinator and Parade Officials (at least 6 weeks in advance of event)	
		Identify route restrictions (overhead lines, street trees, marquis, signs)	
		Identify street/sidewalk/curb issues to be corrected prior to event (6 weeks prior to event)	
		Notify residents and businesses along parade routes, road closures and expected high congestion areas	
		No-park route 24-hours prior to event	
		Designate viewing area setbacks along curb	

COMMENTS _____

VEHICLES/DRIVERS

YES	N/A	TASK	DATE
		Determine max/min size (height, length and width) of floats/vehicles	
		Inspect floats/vehicles for operation safety	
		Inspect floats/vehicles for rider safety devices	
		Inspect floats/vehicles for fire safety (include fire marshal)	
		Obtain copies of driver license and insurance from vehicle drivers (including CDL where required)	

COMMENTS _____

PARTICIPANTS

YES	N/A	TASK	DATE
		Provide participants with entry information packet, maps of route, staging area and safety plan	
		Obtained signed waivers	
		Require minors to be supervised by adults	
		Identify what animals will participate	
		Obtain licensing & vaccine information for animals	
		Obtain verification that horses do not have history of startling in crowds or to loud noises	
		Inform participants with animals of responsibility to clean up after animal during staging and on route	
		Require entrants using large inflatables to provide method of securing	
		Obtain and approve intended choreography of motorized drill teams (motorcycles, all-terrain vehicles)	

COMMENTS _____

ASSEMBLY AND DISASSEMBLY

YES	N/A	TASK	DATE
		Notify participants that only parade entrants are allowed in staging area	
		Designate parking, loading and unloading areas in staging	
		Provide map of staging area with emergency ingress/egress designated to [Member]	
		Sign staging area for first aid, safety exit routes, sanitary facilities	
		If disassembly is different than staging area, arrange transportation back to staging area for pedestrian participants	
		Arrange for post-event clean-up and disassembly	

COMMENTS _____

VIEWING STANDS AND VENDORS

YES	N/A	TASK	DATE
		Verify constructed stands are up to code and safe	
		Verify temporary stands are assembled properly and have code safety railing	

COMMENTS _____

OTHER

YES	N/A	TASK	DATE

COMMENTS _____

ADM.35
BEER OR WINE GARDENS

Issued: 02/2015
Revised: 03/2023

POSSIBLE EXPOSURES:

If a Member allows consumption of alcohol on Member property or during a permitted special event, the Member may be exposed to liability arising out of the sale, service or distribution of alcoholic beverages. Such exposures include but are not limited to over consumption by participants or service to underage persons. This is an activity that can result in high risk if persons become intoxicated while participating in the event and their subsequent conduct results in property damage, bodily injury, or death to members of the general public and/or the participant.

RECOMMENDED CONTROLS:

Many Members' municipal codes or policies prohibit the consumption of alcohol on Member property. If alcohol is allowed (not prohibited, or by special permission), the Member should carefully consider where to site beer or wine gardens and develop specific rules and procedures for their operation. The purpose of the rules and procedures is to maintain peace, safety, and order at the event, prohibit alcohol service to minors and to prohibit over service of alcohol to participants. The Member should also follow its special events permitting process and requirements. See [ADM.04 Special Events](#) (plus sample permit, policy, ordinance and administrative checklist). A beer or wine garden should only be operated by a bona fide non-profit organization who has obtained a Special Occasion license, or a caterer hired by a non-profit group, with appropriate licensing through the Washington State Liquor Cannabis Board (WSLCB).

Permits and Laws:

A Special Occasion license must be purchased through the WSLCB and posted at the event. The cost of the license is provided on the WSLCB website and is available only for bona fide nonprofit organizations. The application for the license is available online at <http://liq.wa.gov/licensing/special-occasion-licenses> and should be applied for at least 45 days in advance of the event. The Member (as the local authority) will be notified of the application by the WSLCB and have an opportunity to weigh in on the application. The license will allow for sales of spirits, beer and wine by individual serving for on-premises consumption. Nonprofit organizations are limited to 12 single-day events per calendar year. Laws addressing liquor control can be found under WAC 314 and RCW 66.

If Members are going to allow beer/wine gardens, a permitting process should be developed and should include review and approval by the police, fire, building and any

other involved departments. The license holder/permittee should be required to submit a site diagram illustrating the proposed location of tents, fencing and exits as part of the permitting process.

The permit or application should contain indemnification/defense/hold harmless language favorable to the Member. All beer/wine garden operators must have Commercial General Liability (CGL) insurance including completed operations coverage with limits commensurate to the risks, but not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Member should be endorsed as an additional insured on the CGL.

In addition, Liquor Liability insurance may be required and should be written with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate naming the Member as an additional insured. The license holder/permittee may be able to purchase \$1,000,000 per occurrence limits of CGL and Liquor Liability through the Event Insurance which can be accessed on the WCIA website, www.wciapool.org.

Requiring greater limits of liability insurance (CGL and Liquor Liability) may be appropriate if the beer/wine garden has increased risk exposures, which might include a higher risk location, multiple beer/wine gardens at a single event, live music, and/or an anticipated large number of attendees.

Location:

In accordance with RCW 66.24.380, the sale, service, and consumption of alcohol must be confined to a designated location. The location should be on relatively level land and large enough to accommodate two fences, each a minimum of 42 inches tall, spaced six feet apart (inner and outer perimeter fencing) so that patrons cannot hand beverages to others over the fences.

The Fire Marshall should be consulted on the location, appropriate occupancy limits and the emergency evacuation plan. The area must comply with all state and local building and fire codes and be subject to inspection by the Fire Marshall. The permittee should be required to notify adjoining property owners located on each side of the proposed beer/wine garden site as well as those directly across the street and provide the Member with proof of notice. If the site is hosted on Member property, it should undergo a final inspection by the Fire Marshall, agency Risk Manager or Safety Coordinator to identify and resolve potentially hazardous conditions. Stages and electrical cords should be thoroughly checked.

Signage:

WAC 314-05-030 requires that the Special Occasion license be posted at the site of the event. Beer/wine garden rules should be posted prominently and should include, but not be limited to, prohibiting persons under the age of 21 access to the beer/wine garden or tasting site, prohibiting food service in the garden, limiting the number of participants allowed in the garden at one time, regulating the allowed consumption and prohibiting bringing alcohol into or removing beer/wine from the controlled area. Posters and

banners should be placed such that they will easily allow the interior of the controlled area to be visible from the outside.

Operations:

Members should require the beer/wine garden permittee to provide an Operational Plan, that should include but not be limited to:

1. **Security:** Security should be provided in numbers sufficient to ensure compliance with state and local laws and should be the responsibility of the permittee. All entry points should be monitored by an adult staff member of the permittee or by security personnel. Those in charge of monitoring the entrance into the beer/wine garden must require proof of age from the participant prior to allowing entry and ensure that no alcohol is being brought in or out of the garden. If fire and/or building code regulations require entry points to be in excess of four feet wide, they should be monitored by two adults or security personnel.
2. **Sanitation:** Sanitation needs should be evaluated. Refuse receptacles and portable bathrooms (including bathrooms that are ADA accessible) appropriate to the anticipated number of participants should be required.
3. **Emergency Services:** An emergency/evacuation plan should be submitted with the application. The plan should include an access route for fire and other emergency services and should be reviewed and approved by the Fire Marshall.
4. **Supervision:** Permittee must be present at all times to oversee the entire beer/wine garden operation. The permittee can be stationed inside the main bar area of the designated beer/wine garden only if the entire garden area can be viewed and monitored at all times from this inside location. The permittee should be required to provide a plan of responsible service that will prevent over service of alcohol.
5. **Alcohol Control:** Operators of beer/wine gardens should engage servers who have completed a certification program for alcohol service. The operator should develop a method for tracking the number of individual servings participants have consumed such as providing each participant with a maximum number of tickets or wristbands that can be punched each time a serving has been served. The operator of the beer or wine garden should have a plan in place to make transportation service available to participants.
6. **Cleanup:** If the beer/wine garden takes place on Member property, as part of the permitting process, the permittee should be required to restore Member property to pre-event condition.

ADM.38
FIREWORKS
Issued: 02/2016
Revised: 03/2023

POSSIBLE EXPOSURES:

Discharging fireworks can cause injury to people or damage to property. Members could face liability for injuries or damages resulting from a firework display as a part of a Member's special event. Liability may also result from failing to enforce state law or local ordinances that limit or restrict the sale and discharge of fireworks.

RECOMMENDED CONTROLS:

Professional Firework Displays:

When a Member allows fireworks as part of a special event it is organizing, the Member should contract with a licensed and reputable pyrotechnic operator, with an agreement that includes, but is not limited to, the following:

1. Date, time and length of the display.
2. Scope of work, including type of fireworks to be used in the display.
3. Contractor is responsible for:
 - a. Determining an appropriate location for storage, staging and discharging of the fireworks.
 - b. Location where spectators can view the display.
 - c. Inspection of discharge location for any hazards prior to and after the fireworks show.
4. General Insurance requirements with limits commensurate to the risk, but not less than \$2,000,000 each occurrence. Insurance should be endorsed to add the Member as an additional insured.
5. Indemnification and hold harmless language in favor of the Member. Please refer to [ADM.21 Insurance and Indemnity Requirements for Contracts](#).

The contract and accompanying insurance endorsements should then be reviewed by legal counsel to ensure adequate protection for the Member.

For more information on coordination of special events, please refer to [ADM.04 Special Events](#).

Firework Ordinances:

[RCW 70.77.395](#) limits the dates and times consumer fireworks can be sold or discharged within the state of Washington. A Member may wish to adopt an ordinance which regulates the sale and discharge of fireworks that is more restrictive than state law, including a total ban. However, per

[RCW 70.77.250](#), any ordinance adopted by a city that is more restrictive than state law shall have an effective date no sooner than one year after its adoption. In addition, Members should ensure that any ordinance restricting or banning the sale and discharge of fireworks can be enforced. Ordinances that restrict fireworks use based upon their content, or reserving unbounded discretion to a government employee, may present constitutional problems.

PAR.11
FACILITY USE AGREEMENTS

Issued: 1/1996
Revised: 02/2018
Revised: 03/2023

POSSIBLE EXPOSURES:

Many WCIA Members allow groups and/or individuals to use or rent a portion of a Member-owned facility. Some Members may charge a fee for the use of the facility while others allow the facility to be used free of charge. If someone is injured while using/renting or attending a function at the facility, there may be allegations of negligence with regard to control of the premises, supervision, improper planning, or negligent maintenance.

RECOMMENDED CONTROLS:

To reduce the potential for liability, Members should take reasonable action to ensure the property/facility is in a reasonably safe condition for its intended or expected use.

In addition, Members should consider the following, to include but not limited to:

1. Coordination, planning and scheduling of the facility use should be centralized.
2. Members should have written rules/policies on the types of use permitted at a facility, maximum number of occupants, hours of use permitted and when police or security will be required and/or other permits necessary (banquet permit, non-profit “special occasion license”, etc.). Members should consistently follow the written rules/policies to ensure non-discriminatory approval of facility use.
 - a. Free or below fair market value use of Member facilities for anything but certain charitable organizations may constitute a prohibited gift of public property proscribed by Ar. VIII., Sec. 7 of the Washington State Constitution.
 - b. Rules that limit the types of organizations or groups that may use/rent Member facilities should be “content neutral” and fair and equal to all whom are similarly situated.
3. A checklist should be developed to document inspection and any needed maintenance before and after event/use to verify the property/facility is free of known or obvious defects.
4. Members should decide in what circumstances it is prudent to have the user perform the set-up of the facility for its use and when it makes more sense for the Member to perform the set-up. Regardless of who performs the set-up, at the time of application the user should provide a diagram of the proposed layout and equipment needed, for the Member’s approval.

If the user is responsible for set-up, the Member should provide detailed instructions to the user specific to the facility (electrical outlet locations, do not block fire exits, how to assemble equipment to be used, a list of items and areas off-limits to user, etc.)

5. The facility use application should contain a checklist of guidelines for the applicant along with questions regarding the details of the activity the applicant is planning to conduct. It should also put the applicant on notice of facility use expectations and responsibilities and provide Member contact information during business hours and after hours.

6. Generally, the Member should require the user to obtain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the premises. However, some flexibility may be allowed with the insurance requirement. The Member should draft guidelines outlining the criteria as to when the insurance requirement is waived. (Application /Permit could include a check-off box indicating if the requirement is waived.) Suggested criteria could include but not be limited to:

- a. Is the applicant an organization or business?
- b. Will the event involve people other than the applicant's family members and close friends?
- c. Will the event qualify as a "special event" as defined by city ordinance?
- d. Will there be an admission charge or charge for anything provided at the event (goods, food, dues, donations)?
- e. Will the proposed usage increase the Member's liability risk?
- f. Will law enforcement or security be required?
- g. Will alcohol be sold or served?

If the answer to any of the above is yes, then the Member should require insurance.

7. If insurance is required, the user should provide a certificate of insurance, and amendatory endorsements, evidencing the following before using the premises:

- a. General Liability occurrence-based insurance covering premises, products-completed operations and contractual liability. The Member should be named as an additional insured on the user's General Liability insurance policy using ISO form CG 20 11, or coverage at least as broad. The General Liability insurance should be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Depending on Member's determination of the risks involved with the use, higher limits and/or additional types of insurance may be required.
- b. The insurance policy should contain, or be endorsed to contain, that the user's insurance coverage shall be primary insurance as respects the Member. Any

insurance, self-insurance, or insurance pool coverage maintained by the Member should be excess of the user's insurance and shall not contribute to it.

c. The user may obtain the required types and amounts of insurance through an insurance broker or use existing homeowners or commercial general liability coverage as long as it meets or exceeds the requirements. As an option to satisfy the liability coverage requirement, the user may purchase Event Insurance which is linked on the WCIA website, www.wciapool.org. The liability policy automatically names the Member as an additional insured and includes host liquor coverage. For an additional fee, Liquor Liability coverage may also be available for purchase.

8. For a Member-organized event where outside vendors will be utilized, the same insurance requirements apply. The Member should establish requirements that vendors have the appropriate business licenses and permits.

9. For some events, the Member might wish to require a special event permit which requires more comprehensive information and controls based on the nature of the event. See [ADM.04 Special Events](#).

10. Hold Harmless, defense, and Indemnification language, such as the following, should be included in the agreement.

User shall defend, indemnify and hold harmless the _____ (Name of WCIA Member), its officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the _____ (Name of WCIA Member).

11. Additional insurance requirements should be added to the Facility Use Agreement for the following:

Alcohol

The Member should choose whether or not alcohol may be permitted on premises, whether sold or not. If the Member chooses to allow the consumption of alcohol on Member owned premises, please refer to [PAR.11.03 Sample Facility Use Agreement \(Longest Version\)](#) for recommended conditions and controls.

If the user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, the user should procure and maintain for the duration of the agreement Liquor Liability insurance in an amount commensurate to the risk but not less than \$1,000,000 each occurrence. The Member should be named as an additional insured on the Liquor Liability insurance policy. If the user is NOT in the business of manufacturing, distributing, selling, serving or

furnishing alcohol, Host Liquor Liability coverage, included with a General Liability policy, may be adequate.

If a caterer/restaurant/brewery/winery is used to sell and/or serve alcohol, the caterer/restaurant/brewery/winery must secure Liquor Liability insurance, include the Member as an additional insured, and provide proof of coverage to the Member.

Athletic Participant Events

General Liability insurance should include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

The Event Insurance product through WCIA does not offer participant liability and is not an option for athletic events where participant liability coverage is required.

For additional information, please refer to:

[ADM.21 Insurance and Indemnity Requirements for Contracts](#)

[PAR.11.01 Sample Facility Use Application \(Short Version\)](#)

[PAR.11.02 Sample Facility Use Application \(Medium Version\)](#)

[PAR.11.03 Sample Facility Use Application \(Longest Version\)](#)

PAR.11.01
SAMPLE FACILITY USE APPLICATION (Short Version)

Issued: 2/2006
Reviewed: 02/2018
Revised: 03/2023

The (Member) wishes to encourage use of (Member) facilities by the community as long as the use is of lawful purpose and does not interfere with the conduct of (Member), its programs or the primary purpose for which the buildings and grounds are intended. Community use of facilities is subject to the terms of (Member) Policy and Procedures No. (Member Policy/Procedure #) and the current schedule of user fees. Funds may be charged for the use of (Member) facilities to ensure that funds intended for (Member) use are not used for other purposes. Permission to use a particular facility may be denied based upon availability, or if the (Member), in its discretion, concludes that the proposed activity is not in the public's best interest; however, no person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, origin, or any other protected class under applicable law.

NAME OF ORGANIZATION _____

CONTACT/APPLICANT NAME _____ # of PARTICIPANTS _____

ADDRESS _____ DAYTIME PHONE _____ EMAIL _____

NATURE AND PURPOSE OF ACTIVITY _____

SPECIFIC FACILITY/EQUIPMENT REQUESTED _____ IN TIME _____ OUT TIME _____

AGREEMENT, RELEASE, INDEMNIFICATION AND HOLD HARMLESS

The person or organization entering into a use agreement with the (Member) for the use of (Member) facilities or equipment described above (collectively "the Facilities") certifies that the information given in this Application is current and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant/Organization and all participants will observe all rules and regulations. The Applicant/Organization further agrees to reimburse the (Member) for any damages arising from the Applicant's/Organization's use of said Facilities. Any accident involving injury to participants or damages to the Facilities occurring during the use of the Facilities will be reported to (Member) immediately. FURTHERMORE, the Applicant/Organization agrees as follows:

I am aware of and expressly assume all of the various risks of serious injury and/or death associated with or arising out of the use of the Facilities.

Initial _____

In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the (Member) and its officials, employees, volunteers and agents ("the Released Parties"), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

Initial _____

I agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial _____

I HAVE CAREFULLY READ THIS DOCUMENT, INCLUDING THE RULES AND REGULATIONS ON THE REVERSE SIDE OF THE FORM, AND AGREE ON MY OWN BEHALF AND ON BEHALF OF THE ORGANIZATION, AS APPLICABLE:

Printed Name: _____

Signed: _____

Date: _____

PAR.11.02
SAMPLE FACILITY USE APPLICATION (Medium Version)

Issued: 02/2006
Revised: 02/2018
Revised: 03/2023

The (Member) wishes to encourage use of (Member) facilities by the community as long as the use is of lawful purpose and does not interfere with the conduct of (Member) it's programs or the primary purpose for which the buildings and grounds are intended. Community use of facilities is subject to the terms of (Member) Policy and Procedures No. (Member Policy/Procedure #) and the current schedule of user fees. Funds may be charged for the use of (Member) facilities to ensure that funds intended for (Member) use are not used for other purposes. Permission to use a particular facility may be denied based upon availability, or if the (Member), in its discretion, concludes that the proposed activity is not in the public's best interest; however, no person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, origin, or any other protected class under applicable law.

NAME OF ORGANIZATION _____

CONTACT/APPLICANT NAME _____ NUMBER OF TEAMS/PARTICIPANTS _____

ADDRESS _____ EMAIL _____ DAYTIME PHONE _____

NATURE AND PURPOSE OF ACTIVITY _____

SPECIFIC FACILITY REQUESTED _____

☐ Park	☐ Stage	☐ Auditorium	☐ Computer Rm.	☐ Conference Rm. 3
☐ Cafeteria	☐ Athletic field	☐ Library	☐ Multipurpose Rm.	☐ Gym
☐ Conference Rm. 1	☐ Conference Rm 2.	☐ LGI	☐ Stadium	☐ Kitchen

DATES TO BE USED _____ TO _____ DAY OF WEEK _____

TIMES OF DAY/EVENING: FROM (including se-up) _____ AM/PM TO (including take-down) AM/PM

WILL ADMISSION BE CHARGED? _____ WILL CUSTODIAL SERVICES BE NEEDED? _____
(Custodial services are restricted to unlocking and locking doors, operating lights, providing heat, setting up chairs and performing routine cleanup.)

EQUIPMENT NEEDED: ☐ Chairs ☐ Tables ☐ Carousel ☐ Flag ☐ Podium ☐ Screen ☐ Microphone ☐ Projector

FACILITY RENTAL FEES will be determined by the latest established rental rates. Payment of charges shown on the application form is to be made to (Member) within 30 days. Charges may be levied to cover the cost of additional services not covered in the original Agreement or for damages or Agreement violations. The (Member) reserves the right to require and charge for custodial and/or other authorized (Member) employees to be on the premises.

ATHLETIC FIELDS AND FACILITIES

Users of athletic fields and facilities for youth sports shall comply with the guidance of RCW 28A 600 190 and RCW 28A 600 195 regarding youth sports concussion, head injuries and sudden cardiac arrest. All users of athletic fields and facilities shall comply with (Member's) Gender Equality Policy, pursuant to RCW 49.60.550.

AGREEMENT, RELEASE AND INDEMNIFICATION

The person or Organization entering into a use Agreement with the (Member) for the use of (Member) facilities or equipment described above (collectively "the Facilities") certifies that the information given in this Application is current and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant/Organization and all participants will observe all rules and regulations. The Applicant/Organization further agrees to reimburse the (Member) for any damages arising from the Applicant's/Organization's use of said Facilities. Any accident involving injury to participants or damages to the Facilities occurring during the use of the Facilities will be reported to (Member) immediately.

FURTHERMORE, the Applicant agrees as follows:

I am 18 years old or older and authorized to enter into this Agreement. I am aware of and expressly assume all of the various risks of serious injury and/or death associated with or arising out of the use of the Facilities.

Initial ____

In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the (Member) and its officials, employees, volunteers and agents ("the Released Parties"), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

Initial ____

I agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial ____

INSURANCE

The Applicant/Organization is required to procure and maintain for the duration of the use or rental period, insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the use of the Facilities and the activities of the Applicant/Organization and his or her guests, representatives, volunteers and employees.

Accordingly, the Applicant/Organization shall provide proof of occurrence-based general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, and name (Member) as an additional insured by using ISO endorsement CG 20 11, or coverage at least as broad. The insurance policy shall contain, or be endorsed to reflect, that the Applicant's/Organization's insurance coverage shall be primary insurance as respect the (Member). Any insurance, self-insurance, or self-insured pool coverage maintained by the (Member) shall be excess of the Applicant's/Organization's insurance and shall not contribute with it.

If alcohol will be available for consumption, Applicant/Organization may be required to procure and maintain for the duration of the Agreement Liquor Liability insurance in an amount commensurate with the risk, but not less than \$1,000,000 each occurrence, in addition to the required general liability insurance. The (Member) is to be named as an additional insured on the Liquor Liability insurance policy. If a caterer/restaurant/brewery/winery is providing or serving alcohol, the caterer/restaurant/brewery/winery shall procure Liquor Liability insurance in amounts commensurate with the risk, but not less than \$1,000,000 each occurrence, with the (Member) added as an additional insured. Host liquor liability coverage, which may be included in a general liability policy, may be adequate if the Applicant/Organization is not in the business of manufacturing, distributing, selling, furnishing, or serving alcohol.

Liability insurance may be available to the Applicant through the Event Insurance product which can be accessed through the WCIA website, www.wciapool.org. The liability policy automatically names the (Member) as an additional insured and includes host liquor coverage. For an additional fee, Liquor Liability coverage may also be available for purchase.

I agree the information provided by me is true and correct. I understand and agree to the conditions of use imposed by the (Member) through this Application. I have read the rules and regulations on the reverse side of this form and agree to the conditions and charges as established on my own behalf and on behalf of the Organization as applicable:

Printed Name: _____

Signed: _____ Date: _____

RULES AND REGULATIONS

- Applicant/Organization is responsible for the safety and conduct of its participants and spectators.
 - Adequate adult supervision must be provided by the Applicant/Organization. Security may be required for some activities.
 - All use will be required to comply with the occupancy limits and fire and safety regulations of the (Member) and State of Washington.
 - Use of alcohol is prohibited unless specifically permitted by (Member).
 - . All tobacco products, and drugs are prohibited.
 - Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances.
 - Access to facilities and services, except as otherwise addressed in these rules, shall be limited to that specified on the use application.
 - Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, attaching items to walls and floors, etc..
 - (Member)-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the (Member) has been granted. Groups or individuals cannot use (Member)-owned expendable supplies.
 - Applicants are responsible for special set-up requirements and clean-up, unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the event.
 - Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
 - The Applicant/Organization shall not engage in discrimination of any kind.
 - Cancellations by Applicant requires at least a 24-hour notice. Otherwise, related actual costs shall be borne by the Applicant.
 - Facility use is cancelled when facility/building is closed by the (Member) due to an emergency or other public safety issue, at the discretion of the (Member).
 - Applicant shall ensure that all facility-users comply with all applicable laws and regulations.
-
- The (Member) reserves the right to refuse or revoke any authorization issued for the use of a (Member) building or grounds for violations of Facility Use Agreement or these Rules and Regulations. If rental has been paid, (Member) may refund such rental, less expenses incurred by the (Member)..
-

FOR STAFF USE ONLY

Approved [] Disapproved []

Single event [] No. of Days [] Evenings [] Saturday [] Sunday & Holiday []

Certificate of Insurance and AI Endorsement CG 20 11 [] Requested [] Received

Facility/Building Rental Fee \$ _____ Per Hour/Event = \$ _____ Other charges \$ _____

Total Billed \$ _____ Date Billed _____ / _____ / _____

Signature of _____/Building Facilities Coordinator _____ Date _____

PAR.11.03
SAMPLE FACILITY USE AGREEMENT (Longest Version)

Issued: 02/2006

Revised: 02/2022

Revised: 02/2023

Parks & Recreation / _____ [Facility Name]

Address (Mailing & Actual)

Phone Number, Fax Number & Email Address

Contact Information:

Applicant/Organization: _____

Contact/Responsible Person: _____

Address: _____

City/Zip Code: _____

Phone: _____ Email: _____

Day: _____ Date: _____ # of People Attending: _____

Type of Event: _____

Total Rental Hours: _____

Set-up begins: _____ Event begins: _____

Event ends _____ Clean-up ends _____

Is this event open to the public?

Yes _____ No _____

Will you charge admission to attend the event?

Yes _____ No _____

Will there be alcohol?

Yes _____ No _____

Will you have a cash bar? – Non-profits only

Yes _____ No _____

Is dancing planned?

Yes _____ No _____

Will you have a band or DJ?

Yes _____ No _____

Will you be hiring security for your event?

Yes _____ No _____

Name of Caterer: _____ Phone #: _____

Name of Bartending Service or Bartender: _____ Phone #: _____

A **Deposit** must accompany this agreement before any date can be confirmed. If you cancel your booking at any time, the Deposit is non-refundable and will be held by the [Member]. If damage is caused to the facility the Deposit will be forfeited by the Applicant/Organization to the [Member] for payment of any damages. You will receive your Deposit back after the event as soon as the [Member] can reasonably confirm the condition of the Facility and contract compliance.

The remaining fees including, for example, rental charges, labor charges, additional purchased time, equipment rental, are due 60 days prior to scheduled event. You will be invoiced in advance by the [Member] for these remaining charges. Failure to pay the fees by the required due date may result in forfeiture of reserved date(s).

RENTAL FEES DUE 60 DAYS BEFORE EVENT DATE:

DEPOSIT: DUE W/ CONTRACT	
------------------------------------	--

**PLEASE MAKE CHECKS PAYABLE
TO:**

[Member]

Visa or MC is also accepted, no debit cards

RENTAL FEE:	
EXTRA HOURS:	
REHEARSAL:	
CATERING FEE:	
OTHER:	
TOTAL DUE:	
DUE BY:	

THE [Member] RESERVES THE RIGHT TO MODIFY THE RULES AND REGULATIONS AS STATED HEREIN WITHOUT PRIOR NOTICE. THE APPLICANT WILL BE NOTIFIED, IN WRITING, OF ANY CHANGES TO THE RULES AND REGULATIONS THEREAFTER.

[Facility Name] RULES & REGULATIONS

RESERVATIONS/FEES:

1. Reservations for [Facility Name] will be accepted on a “first-come, first served” basis by written agreement accompanied by the Deposit.
2. Reservations are accepted ONE YEAR in advance of desired rental date. Fees are confirmed three months in advance of use.
3. Deposit/Fees are non-transferable and cannot be sold or used by another individual.
4. Refunds will be issued only to the individual or organization that made the rental payment.
Note: Any returned checks/non-valid credit cards are subject to “return fee charge.” Funds will be requested in money order or cashier’s check only.

REHEARSALS:

5. Rehearsals can be scheduled and purchased two months (60 days) prior to the scheduled event. The rehearsal fee allows one hour of supervised access at the Facility. Rehearsals can be scheduled Monday – Thursday. If you would like a Friday rehearsal, you must wait to schedule one month (30 days) prior to the scheduled event for availability. Rehearsals are NOT a time to decorate or pre-set for the event. Rehearsals are NOT a time for deliveries to arrive. Even if outdoor only access is needed – you will be responsible for the rehearsal fee.

FIRE CODE REGULATIONS:

6. Fire Code Building Occupancy Limits: [Number of Persons].
7. If your attendance exceeds the Fire Code, you will forfeit the FULL DEPOSIT.
8. THIS IS A NON-SMOKING/VAPING FACILITY.
9. Candles may be used if they are fully enclosed; votive and floating candles are acceptable. Candelabras may be used for ceremonies only and then promptly extinguished. The use of fireworks/sparklers, fog/bubble machines or pyrotechnics are prohibited.

INSURANCE /MEMBER PERMITS

10. General Liability occurrence-based insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate is required for events scheduled at the [Facility Name]. The General Liability Insurance must name the [Member] as an ADDITIONAL INSURED using ISO form CG 20 11 or coverage at least as broad. Higher limits may be required for certain uses.

If alcohol will be available for consumption, Applicant/Organization may be required to procure and maintain for the duration of the agreement Liquor Liability insurance in an amount commensurate with the risk, but not less than \$1,000,000 each occurrence. The [Member] is to be named as an additional insured on Liquor Liability insurance. If a caterer/restaurant/brewery/winery is providing or serving alcohol, the caterer/restaurant/brewery/winery shall procure both occurrence-based General Liability and Liquor Liability insurance in amounts commensurate with the risk, but not less than \$1,000,000 each occurrence, with the [Member] added as an additional insured on both liability policies. Host liquor liability coverage, which may be included in a General Liability policy, may be adequate if the Applicant/Organization is not in the business of manufacturing, distributing, furnishing, selling, or serving alcohol. Liability insurance may be available to the Applicant through the Event Insurance product which can be accessed through the WCIA website, www.wciapool.org. The liability policy automatically names the [Member] as an additional insured and includes host liquor coverage. For an additional fee, Liquor Liability coverage may also be available for purchase.

For athletic events, the General Liability insurance shall include coverage for “participant liability” with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to reflect, that the Applicant’s/Organization’s insurance coverage shall be primary insurance as respect the [Member]. Any

insurance, self-insurance, or self-insured pool coverage maintained by the [Member] shall be excess of the Applicant's insurance and shall not contribute with it. The Certificates of Insurance and additional insured endorsements shall be furnished to the [Member] before use of the facility.

11. The use of inflatable structures is only allowed outside in designated areas and shall only be provided by professional vendors. Proof of Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence, and naming the [Member] as an additional insured using ISO form CG 20 26 or coverage at least as broad, is required from the vendor, as per the Washington State Department of Labor and Industries. This insurance shall contain, or be endorsed to reflect, that the insurance coverage is primary insurance as respect the [Member]. Any insurance, self-insurance, or self-insured pool coverage maintained by the [Member] shall be excess of the vendor's insurance and shall not contribute with it.
12. [Member] Police Department reserves the right to determine if Police presence is required for security at the Applicant's expense; this may also include providing parking attendants.

CATERING REGULATIONS:

13. All food service must be under the supervision of a Licensed Caterer. All caterers should have a current Health Certificate, Business License, occurrence-based Commercial General Liability Insurance, including completed operations coverage, and Liquor Liability Insurance (if serving alcohol). All food must be prepared in a commercial kitchen, purchased from a store or delivered from a restaurant. No Potlucks are allowed. All wait staff must have a current "Food Worker Card" from the Health Department. There must be an approved plan before the food service set-up can be started for the event.

ALCOHOL REGULATIONS:

14. All alcohol must be served by a licensed bartender or caterer ONLY. No unattended, open bars are permitted. No self-service of any type is allowed. Personal use of privately provided alcohol is not allowed, including flasks.
15. Consumption of alcohol by minors is prohibited by State Law and this law shall be strictly enforced by the Applicant/Organization; the event may be terminated immediately if consumption of alcohol by minors is allowed. All alcohol must be consumed within the facility and its grounds.
16. The Applicant/Organization expressly assumes legal responsibility for any person's consumption of alcohol, inclusive of all potential consequences thereof.

Alcohol Permits Required

Applicant/Organization must secure the proper permit from the Washington State Liquor Cannabis Board (WSLCB). Permits can be purchased online from the WSLCB <http://liq.wa.gov/>. A copy of the appropriate permit needs to be in our office 2 months prior to your event and must be displayed at the Facility during the event. Alcohol service must end one hour before the end of the event.

FACILITY CONDITIONS:

17. Birdseed, rice, confetti, sparkles, potpourri, rose petals, fog/bubble machines, etc. are not allowed inside the [Facility Name] or on the grounds.
18. Food/beverage spills should be immediately cleaned then reported to the Facility staff. Such spills will be noted on the Applicant's Checklist.
19. Any form of music (D.J., tapes/C.D, streamed, live) must be kept to a reasonable volume. LIVE MUSIC is restricted to 3-4 piece group INSIDE the [Facility Name]. No amplification is allowed OUTSIDE. Dancing is allowed within designated areas only.
20. Releasing of any objects (e.g. balloons, floating sky lanterns) is prohibited due to environmental concerns.
21. Decorations should not be affixed to ceilings, walls, doors, or windows.
22. We do not provide china, glasses, linens, etc. for your event.
23. Caterers are required to uphold all State and County health and safety guidelines as well as the guidelines set by [Facility Name] staff. Food products can be warmed ONLY, in oven or microwaves. Fire Code prohibits cooking on stove. Failure to follow guidelines may result in forfeiture of the Deposit, additional kitchen use fees or denial of future use.
24. With exception to service animals, no animals are permitted in the [Facility Name].
25. Applicant/Organization assumes full responsibility for any damage caused by guests, members, employees, or third parties hired to provide services. Within one week prior to the event, [Facility Name] staff and Applicant shall perform a walkthrough of the Facility to identify any pre-existing damage to the Facility.
26. The misuse of the Facility or failure to comply with the Rules & Regulations and

general information herein may be sufficient cause to immediately terminate the event, forfeiture of Deposit and denial of future use. The [Facility Name] staff reserves the right to terminate the event due to any of the aforementioned infractions or in the event of an emergency.

27. [Member] reserves the right to hire a plain-clothes police officer for certain events at the Applicant's expense.
28. [Member] Police Department reserves the right to determine if additional police officers or private security are required for certain events at the Applicant's expense.

APPLICANT'S/ORGANIZATION'S RESPONSIBILITIES:

29. Any accident involving injury to participants or damage to facilities or equipment occurring during the use of [Member] facilities or equipment will be reported to [Member] immediately.

30. Applicant must confirm final plans for the event two months in advance. This includes the final count of participants, caterer (food and alcohol) details, and completed schedule for event. Two weeks before event, a set-up plan is required. If not received by one week prior to the event, the [Facility Name] will select a setup plan. Any changes at event time will be the Applicant's responsibility.

31. Applicant/Organization expressly assumes FULL LEGAL RESPONSIBILITY for the conduct of guests, members, employees, or third parties hired to provide services.
32. Applicant is provided information for recycling and trash disposal and is to supply this information to event vendors including caterers.
33. Applicant/Organization is responsible for providing Commercial General Liability insurance and additional insured endorsement documents to the [Member] at least one month prior to event.
34. Misuse or disrespect of the Facility, staff or failure to comply with the Rules & Regulations and general information may be sufficient cause to terminate the event prior to its scheduled end time, forfeiture of Booking Deposit, and denial of future use. The staff on-duty reserves the right, in their discretion, to determine when and how this should happen. If necessary, law enforcement may be contacted to respond to the event.
35. Should a staff member of [Facility Name] need to contact the [Member] Police Department for assistance, the event may end at the officer's discretion.
36. **Delivery and handling of Applicant's property and rental equipment:**
 - a. All property brought in for the event must be marked for identification purposes to ensure return.
 - b. Storage alternatives at the [Facility Name] may be available to the Applicant.
 - c. Special arrangements must be made for the delivery of property, whether personal or rental, with [Facility Name] at least two weeks in advance. These arrangements will include the name of all persons/organizations who are making deliveries and the time for these deliveries?
 - d. The Applicant is responsible for the set-up and take-down of all renter items unless special arrangements have been made in advance. This includes the stacking of these items to await later pick-up.
 - e. [Member] is not responsible for the loss, theft or damage to the Applicant's or vendor's property.

ADDITIONAL CONDITIONS/FEEES:

37. Additional conditions may be added after the signing of the contract, by written mutual agreement. The area below is ONLY to be used for additions which may include but may not be limited to:

_____ All tables/chairs returned to the INSIDE of [Facility Name] (deck/grounds not acceptable)
_____ Removal of all decorations
_____ All personal belongings removed from the facility.
_____ All rental items left on site stored in garage area (marked for each event)

_____ Other _____
_____ Other _____

Applicant Initial: _____ **[Member] Initials** _____

CANCELLATION POLICY :

38. Applicant/Organization cancellation of any event must be made in writing, or via e-mail to the [Member] / Parks & Recreation Dept. and a confirmation must be received by the [Member].
39. Applicants cancellation received 90 days: 50% of rental fees will be refunded less the Booking Deposit.
40. Applicant cancellation received 60 days or less: 25% of rental fees will be refunded less the Booking Deposit only if event date can be rebooked at the same rental price.

41. Cancellation 30 days or less: No refund is made.

42. Any refund is returned only to the Applicant/Organization. Fees cannot be transferred, sold, auctioned or gifted to any other person/organization.

STATEMENT OF RESPONSIBILITY, RISK ASSUMPTION, RELEASE, AND INDEMNIFICATION

The person or Organization entering into a Use Agreement with the [Member] for the use of [Member] facilities or equipment described above (collectively “the Facilities”) certifies that the information given in this Application is true and correct. The undersigned further states that he/she has the authority to make this Application for the Applicant/Organization and agrees that the Applicant/Organization and all participants will observe all rules and regulations.

The Applicant agrees as follows:

I agree to the Rental Rules & Regulations of use for the [Facility Name], accept FULL LEGAL LIABILITY for the above-described event, and will exercise due care in the use of the Facilities.

Initial ____

I am aware of and expressly assume all of the various risks of property damage, serious injury and/or death associated with or arising out of the use of the Facilities.

Initial ____

In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the [Member] and its officials, employees, volunteers and agents (“the Released Parties”), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any property damage, bodily injury, death or other harmful consequences in any way arising out of use of the Facilities. I understand that this release extends to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the Facilities.

Initial ____

I agree to defend, indemnify and hold harmless the Released Parties from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the Facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties.

Initial ____

MAIL CONTRACT TO:
[MEMBER]
MAILING ADDRESS
CITY, STATE & ZIP

I have read the rules and regulations above and agree to all of the terms, conditions and charges set forth, on my own behalf and on behalf of the Organization as applicable:

APPLICANT (signature)

Signed by: _____

Date: _____

AGREEMENT EXECUTED:

[MEMBER] (Signature)

Signed by: _____

Date:_____

PAR.27
INFLATABLES AND AMUSEMENT RIDES

Issued: 12/2012

Reviewed: 04/2022

Revised: 03/2023

POSSIBLE EXPOSURES:

Amusement rides, including inflatable devices, are responsible for numerous injuries and deaths each year. Members that allow the use of these devices on their property could face allegations of negligence related to the set-up, operation, supervision of participants and failure to ensure compliance with state inspection requirements.

RECOMMENDED CONTROLS:

In Washington State, all operators or owners of amusement rides, which include air supported inflatable devices or “bounce houses,” must obtain an annual operating permit from the Department of Labor and Industries (L&I) for each amusement ride or inflatable per RCW 67.42 and WAC 296-403A. The person applying for an operating permit must provide the following documentation on an application form provided by L&I and pay the appropriate fee:

1. The name, address and telephone number of the owner or operator of the amusement ride or structure together with the name and signature of the applicant
2. Description of amusement ride or structure. Each amusement ride or structure must be individually identified:
 - a) By a trade name or title and a narrative description from which the amusement structure or ride can be identified; and
 - b) A serial number which is welded onto the frame or contained on an identification plate which is permanently affixed to the amusement structure or ride.
3. Certificate of inspection: The amusement ride inspector or insurer per RCW 67.42.020 (2) must certify that the amusement ride or structure has been inspected for safety and meets the standards for compliance with all applicable requirements of the National Electrical Code and this chapter, manufacturer's specifications, American Society of Testing and Materials (ASTM) Standards on Amusement Rides and Devices, and insurance company inspection requirements. Amusement rides or structures that undergo major modification must be recertified by an amusement ride inspector or insurer per RCW 67.42.020 (2) before being placed into operation.

In addition to this information, each owner/operator of amusement rides and inflatable devices, must have and keep in effect an insurance policy in an amount not less than one million dollars per occurrence insuring:

1. The owner or operator and
2. Any municipality or county on whose property the amusement ride or structure stands, or any municipality or county which has contracted with the owner or operator against liability for injury to persons arising out of the use of the amusement ride or structure

Also, a certificate of insurance must be provided to the event organizer, lessor, landowner or other person responsible for an amusement ride being offered for use by the public, stating the insurance required above is in effect.

Once an operating permit has been obtained, an operating decal will be provided to the owner/operator of the ride and this decal must be posted on the ride in an easily viewable location. The owner or operator of the amusement ride must also have available for inspection, at the location where the amusement ride or structure is to be operated, a copy of the operating permit for each amusement ride or structure.

Regardless of who is organizing an event, WCIA recommends that Members only allow certified operators with a valid permit and proof of insurance to operate amusement rides and inflatable devices on the Member's property. This would prohibit privately owned equipment, unless the owner has gone through the certification process and obtained an operator's permit. WCIA does not recommend Members own their own inflatable devices. However, if a Member does own and operate their own inflatable device, the Member must meet the requirements for obtaining an operating permit. In addition, any Member employees who will be responsible for the operation of the inflatable device or supervision of the users should be properly trained.

For those special events that the Member is organizing, WCIA recommends Members contract with a vendor who has the proper operating permit and insurance to provide the inflatable or amusement ride. The vendor should be responsible for set-up, take-down and operation of the equipment as well as supervision of the participants during use. The contract with the vendor should include waiver and indemnification language favorable to the Member as well as requiring the vendor to have liability insurance that lists the Member as an additional insured. Pursuant to RCW 67.42.030, the inflatable vendor is required to maintain General Liability insurance in an amount not less than \$1,000,000 per occurrence. If multiple inflatables are allowed at a single event, the limits of insurance required should be increased, commensurate to the risk.

For further information and as a list of certified operators you can access the [Amusement Ride Operators Labor and Industries List](#).

PAR.28
FUN RUN/WALKS AND OBSTACLE COURSE EVENTS

Issued: 06/15
Reviewed: 10/2015
Revised: 03/2023

POSSIBLE EXPOSURES:

Competitive running races, fun runs/walks and obstacle courses on Member property or right-of-way continue to be popular events. Because of the physical nature of these types of events, injuries to participants and/or spectators could result. Members could have liability exposure for injuries to participants and/or spectators if adequate controls are not established.

RECOMMENDED CONTROLS:

There are many different types of running events, including road races, fun runs/walks and obstacle courses, including mud runs and warrior dashes. These events should be considered under the Member's special events ordinance and policy. For special events guidance and sample forms, see ADM.04, ADM.04.1, ADM.04.2, ADM.04.3, ADM.04.4

For obstacle course type events, WCIA recommends Members transfer the risk by allowing only professional companies to organize and operate these types of events on Member property or public right-of-way. A Special Event Permit should be obtained from the professional company, requiring the company to indemnify, defend and hold the Member harmless for the event and requiring Commercial General Liability insurance (CGL), with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, naming the Member as an additional insured. The CGL policy should include coverage for participant liability with limits of not less than \$1,000,000 each occurrence. Some of these types of events provide a beer garden at the conclusion of the race. See ADM.35 for guidance and controls for beer gardens.

If a Member is organizing any type of 5K (3.1 miles) or 10K (6.2 miles) competitive or fun runs/walks, or half (13.1 miles) or full marathons (26.2 miles), the following controls should be considered, including but not limited to:

1. ***Participant Waivers:*** Each participant should sign a participant waiver which advises of the inherent risks of these types of races and protects the Member. If the participants are minors, a parent or legal guardian should sign a waiver for any loss the parent incurs arising out of injury to the minor.
2. ***Limit age of Participants:*** Children under 14 years old should not be allowed to participate in runs that are 5K or longer. Some race events will offer a one mile run for minors under 14 years old.
3. ***Race Waves:*** Participants with similar experience and ability should go through the course at the same time. The faster, more competitive, participants should start

first, and then waves with progressively slower participants should be spaced 10-15 minutes apart, with walkers starting in the last wave.

4. **Course Layout:** Inspect the course in the weeks prior to the event to identify and correct holes or surface irregularities. Consider closing streets to vehicle traffic where participants are expected to run or cross. Provide for adequate traffic control prior to and during the event. Significant traffic revisions should be reviewed by the City Engineer, or comparable official, to ensure safety and compliance with applicable standards. Provide water stations periodically throughout the course and at the end. Spectators should be kept off the course.
5. **Safety Rules:** As with any event, safety rules should be created and provided to participants prior to the event. Consider including the safety rules with the participant registration packet and also posting safety rules at the entrance to the event. Safety rules should include but are not limited to:
 - a. Participants or spectators in violation of race or safety rules or local, state, or federal laws may be removed from the event.
 - b. Participants deviating from the official course will be disqualified.
 - c. No weapons, fireworks, intoxicating substances allowed at the event.
 - d. (optional) Pets are not allowed on the racecourse.
 - e. (optional) Strollers are not allowed on the racecourse.
6. **Medical Personnel:** A medical station, staffed with medical personnel, should be set up near the course finish. For longer races, EMTs or trained medical providers should be stationed throughout the course.
7. **Supervision:** Event staff or volunteers should be stationed along the course route, particularly when the course turns, and at intersections. Staff should be equipped with a method to call for assistance (radio, cell phone).

Please see PAR.28.01 Sample Fun Run Risk Assessment.

PAR.28.01

Sample Fun Run Risk Assessment

Issued: 10/2015
Revised: 03/2023

Event Risk Assessment

Event:	5K & 10K fun run
Location / Venue:	
Date:	
Organiser:	

What is the risk?	Who might be at risk, and how?	What is already in place to control the risk?	Do you need to do anything else? If so, what?
Slips, trips and falls	Participants Children Elderly people Volunteers Trip hazards on route Tripping on start tape/electronic finish mat Falling over each other at start	Route is checked by park staff for any uneven surfaces prior to event. Uneven surfaces are corrected or marked.	Start tape will be taken away promptly after start. Finish mat will be made visible to tired racers. Race start will be staggered, with faster runners in 10K beginning earlier, to avoid people colliding and tripping one another. Rules stating what is allowed or prohibited on course (e.g., dogs, strollers) are posted and enforced. Suitable acknowledgement of risk, and release of liability, executed as condition of entry.
Dehydration / Fatigue	Participants Children Elderly People Pregnant women Running for long time without water Very warm weather	Water stations at each mile.	Water will be on hand at start and end of race route. For 10K participants, hand out electrolyte products along the course. Carbohydrate-based snacks provided at end of route staging area (e.g., bananas, bagels). Race staff/volunteers will be trained on symptoms of dehydration.

			Race staff/volunteers on course route will be provided a cell phone to use for emergencies. First Aid cover/tent will be provided at end of race gathering area, staffed with medical personnel. Inclement weather covers/tents will be provided at gathering areas (start and end of route).
Race participants going off course.	Participant might get lost. Participants might encounter off-route hazards (e.g., loose dogs, running surface defects, unsafe areas)	A map of the course will be provided at registration and posted at start of race gathering area. The route will be clearly signed, particularly at intersections. Turn-around points will be staffed and signed.	Race staff/volunteers will be fully briefed with directions and maps. Race staff/volunteers will be stationed at each intersection and turn in the course. Identify course and surrounding area issues during pre-race walkthrough.
Other considerations: Costumes Obstacle courses Themes Kids' run Inflatables/children's activities at start or end Food vendors at start or end Alcohol available in designated and controlled area			

PER.02
VOLUNTEER PROGRAMS

Issued: 01/1988
Reviewed: 06/2016
Revised: 03/2023

POSSIBLE EXPOSURES:

Volunteers include but are not limited to the following categories:

1. Public Safety Workers (i.e., volunteer fire, police reserves) See [FIR.08 Volunteer Firefighters Guideline](#) and [POL.13 Police Reserves Guideline](#),
2. Continuous volunteer service by an individual (i.e., instructor, coaches, administrative assistance, program coordination),
3. Work release or court referred alternative sentencing i.e., community service workers See [PER.04 Community Service Workers Guideline](#),
4. Various organizations (i.e., Boy Scouts, Girl Scouts, local businesses, churches, and other community organizations),
5. One time or special project (i.e., advertisements requesting assistance from community for specific project).

For each category of volunteers, there is a potential loss exposure due to injury suffered by the volunteer or the volunteer may cause injury or damage to another person or property while performing assigned duties. Either could result in liability claims against the Member.

RECOMMENDED CONTROLS:

Volunteer Policy:

Develop and adopt a written policy that includes, but is not limited to:

- (1) Type of volunteer service
- (2) Scope of duties
- (3) Responsibilities of supervision
- (4) Training required
- (5) Use of personal protective equipment
- (6) Criminal history screening and driver license checks
- (7) Department of Labor & Industries coverage for injuries to volunteers
(Note: L&I coverage for volunteers is limited to medical payments if premiums have been paid. It does not prohibit liability claims by volunteers).

Selection and Screening:

Individual volunteers should be properly screened and should complete a volunteer application form. The application should include, but not be limited to the following:

1. Personal information such as name, address, telephone number, email address, etc.
2. Hours and dates of availability
3. Previous volunteer experience

4. List of skills or specialized knowledge
5. A statement that a criminal history screening will be performed
6. At least three personal references who are not family members
7. Waiver of liability related to obtaining personal history information
8. Emergency contact information

Applicants that are selected should then be requested to sign a Volunteer Agreement. The Volunteer Agreement should include, but not be limited to:

1. A waiver of liability and hold harmless agreement (parent or guardian must sign on behalf of a minor)
2. Reference the Volunteer Handbook, which includes the Member's rules of conduct and pertinent policies and procedures
3. The scope of the volunteer's duties, including clearly identified job functions (outlined in the volunteer's position description if applicable) and a thorough description of what is expected of the volunteer
4. A section for the applicant to confirm that he/she can perform the volunteer duties outlined in the scope of the volunteer duties with or without accommodation
5. Expected days and hours of service, including duration, if applicable
6. A release for a criminal history screening
7. Credit check release, if applicable
8. Request for an updated abstract driving record (ADR), if applicable
9. Authorization to allow emergency medical treatment

WCIA strongly recommends Members conduct a national criminal history screening on all volunteers as this now best practice. Members should use a background company that is accredited by the National Association of Professional Background Screeners (NAPBS). A private vendor who provides criminal history records information (CHRI) checks will have access to information from other states and federal crime databases. The Washington State Patrol (WSP) WATCH program may not be thorough enough as the information provided by WSP will not capture out-of-state convictions or sex offender registry information. Please see RCW 35.21.920, RCW 35A.21.370, RCW 35.61.130 and RCW 43.43.830–839. Volunteer applicants should be provided a copy of their criminal history screening when one is performed. Please refer to PAR.20 Background Checks for Park and Recreation for further information.

Orientation & Handbooks:

Volunteers should be given an orientation and/or handbook. The orientation/handbook should include, but not be limited to the following:

1. Lists of duties and defined responsibilities
2. Supervisory & training responsibilities
3. Benefits & insurances
4. Age requirements
5. Safety
6. Rules of conduct
7. Waiver & release forms
8. Role in organization

9. Prohibited acts
10. Recordkeeping
11. General safety
12. Behavioral standards
13. Confidentiality
14. Dress code
15. Anti-Harassment and discrimination policy
16. Emergency procedures
17. Accident/Incident procedures
18. Computer use policy
19. Drug and alcohol policy
20. Vehicle use policy

Supervision and Training:

Appropriate supervision should be provided by the Member when individual volunteers are utilized. When organizations are used for volunteer service, the organization should provide adequate supervision and the Member should provide overall supervision of the project.

WCIA strongly recommends against using volunteers under 14 years of age due to the level of supervision necessary. The Washington State Department of Labor and Industries prohibits minors from performing certain job functions. WAC 296-125-030 provides a list of jobs that are prohibited for minor workers and WAC 296-125-033 lists duties that are prohibited for minors under 16 years of age. Additional information regarding prohibited duties for minors can be found on the Washington State Department of Labor and Industries website at:

<https://lni.wa.gov/workers-rights/youth-employment/prohibited-duties>

Any organizations whose membership consists of minors should be required to provide all the necessary adult supervision needed to perform the volunteer activities safely.

Members should provide adequate instruction and training to ensure all volunteers perform tasks properly and safely. Members should provide individual volunteers with adequate supervision and knowledge of Member rules and requirements. When required by WAC 296-800-160, personal protective equipment should be provided by the Member and volunteers should be trained on its proper use.

Organizational Agreements:

A distinction should be made regarding organizational volunteer workers and individual volunteer service workers. Contracts should be developed with the appropriate organizations that provide volunteer workers and all contracts should be reviewed by the Member's Attorney. The contracts should require the agency providing the volunteers to be responsible for supervision of their volunteers and to hold harmless, defend and indemnify the Member from any claims by the volunteers or liability caused by the volunteers. In addition, the Member should require the organization to carry liability

insurance, naming the Member as an additional insured. Please see [ADM.21 Insurance Indemnity Requirements for Contracts](#) for further information.

Medical Coverage:

WCIA recommends Members track and record the hours worked by volunteers and report these hours to the Washington State Department of Labor and Industries. This will allow for medical expenses incurred by a volunteer due to an injury suffered while performing volunteer duties to be covered by Labor and Industries

Recordkeeping:

Members should keep records for each volunteer, including, but is not limited to:

1. Signed application
2. Signed volunteer agreement
3. Background check
4. Current ADR
5. Credit checks
6. Documentation of hours worked
7. Training documentation

Any document that relates to an accident involving a minor should be kept for 3 years after the minor's 18th birthday. All other records should be kept in accordance with the Local Government Agencies General Records Retention Schedule.

[PER.02.01 Sample Individual Volunteer Service Agreement](#)

[PER.02.02 Sample Organizational Volunteer Service Agreement](#)

[PER.02.03 Sample Volunteer Handbook](#)

PER.02.01
SAMPLE INDIVIDUAL VOLUNTEER SERVICE AGREEMENT

Issued: 12/1999
Reviewed: 06/2016
Revised: 03/2023

I _____ hereby volunteer my services to perform only the services as outlined in the attached scope of volunteer work for the _____ Department of _____. I understand I will not be compensated for my work but I will complete my volunteer duties in a responsible manner. If I decide to discontinue my volunteer service I will notify the _____ Department.

Further, I hereby certify that I am capable of performing the duties as outlined in the attached scope of volunteer work (check which applies) () without accommodation or () with the following accommodations:

In consideration of _____ giving me permission to perform these volunteer services, I agree to the following terms (initial each):

1. _____ I understand that I am not to appear for volunteer service under the influence of any drugs or alcohol.
2. _____ I will abide by all of _____ policies regarding personal conduct while performing volunteer services.
3. _____ I agree not to go beyond the scope of volunteer work agreed to without authorization.
4. Should an injury occur during the scope of my service, I understand that:
_____ has included my hours of volunteer service in the Washington State Department of Labor and Industries coverage for volunteer workers.
5. _____ I understand that I am to report any on-the-job injury or illness, no matter how minor, to _____. Depending on the scope of volunteer work, the following policies may apply:
(Please initial the policies reviewed)
_____ Driving
_____ Accident Prevention Program
_____ Machinery/Equipment Operation
_____ Workplace Harassment
_____ Alcohol, Drugs & Intoxicants
_____ Internet & Other Workplace Communication Systems
6. _____ I acknowledge that I have been trained on the above initialed policies and understand them and/or have had the opportunity to ask any questions.
7. _____ I consent to _____ performing a criminal history screening and waive any right of privacy I may have in such information for the limited purpose of _____ considering it for determining my suitability as a volunteer.

8. _____ I understand that I or _____ may terminate this agreement at any time without cause, that I am volunteering my services at will and may be asked to discontinue such without prior notice or reason.
9. _____ I am fully aware that the work associated with being a Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of _____ facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless _____, its officials, employees, volunteers and agents and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my volunteer activities, except for those caused by the sole negligence of _____.
10. _____ I give permission for photos/videos taken of myself during volunteer activities to be used for publicity purposes, without recompense.

I authorize any necessary emergency medical treatment that might be required for me in the event of physical injury and/or accident to me while participating in this program.
YES____ NO____

This agreement will be in effect for the duration of my volunteer services beginning this date.

Dated this _____ day of _____, 20 _____.

Member

Volunteer's Signature

Address

Phone Number

Email

Parent/Legal Guardian

PER.02.02
SAMPLE ORGANIZATIONAL
VOLUNTEER SERVICE AGREEMENT

Issued: 12/1999
Reviewed: 06/2016
Reviewed: 03/2023

Our organization, the _____, will provide volunteers to perform only the services as outlined in the attached scope of volunteer work for [Member]. We understand that we will not be compensated for our work but we will complete our volunteer duties in a responsible manner. If we decide to discontinue our volunteer services, our contact person (designated below) will notify the Director of the _____ Department.

We understand and agree that:

- None of the group is to appear for volunteer service under the influence of any drugs or alcohol.
- The [Member] has included our hours of volunteer service in the Washington State Department of Labor and Industries coverage for volunteer workers.
- Our organization will provide the [Member] with a roster of individual participants including the names, ages and hours worked.
- Our organization will report any injuries sustained by participants during their volunteer activities to the [Member] immediately upon occurrence. Notice will be provided on the Incident/Accident Report Form furnished by the [Member].
- Our organization is responsible for directly supervising the activities of all the individuals in our group who will be doing volunteer work, and therefore, in consideration of our organization and members being permitted to perform services on [Member] property, our organization agrees to defend, indemnify and hold harmless the [Member] and its officials, employees and agents from any damage claim or lawsuit for injury, illness, damage or other loss of any kind to anyone including members of our organization that might arise out of our activities or the actions of any individuals of our group, except for injuries or damages caused by the sole negligence of the [Member].
- Our organization has commercial general liability insurance of at least one million dollars to cover our activities. A copy of the certificate of insurance and the additional insured endorsement, naming the [Member] as an “additional insured,” is attached.
- The [Member] may terminate this agreement at any time without cause, and we agree that we are volunteering our services at will and may be asked to discontinue such without prior notice or reason.

This agreement will be in effect for the duration of our volunteer services or one year, whichever is less, beginning on this date.

Dated this _____ day of _____, 20_____.

Member

Name of Organization

Authorized Signature on behalf of Organization

Printed Name

Title

Address

Phone Number

Email Address

EVENT INSURANCE

WCIA members typically require the public to have some form of liability insurance when requesting use of their facilities. Members have the option of directing individuals to purchase liability insurance with an insurance company called Intact when the user does not have the requested insurance. Intact's product called GatherGuard is available for quotes and purchases and can be found through a link on the WCIA website. GatherGuard Event Insurance replaces the TULIP product once offered by Intact.

The pricing in GatherGuard is similar to TULIP for the \$1 Million General Liability Policy. GatherGuard also offers higher coverage limits for a higher premium. Event organizers can purchase a policy with \$1 Million or \$2 Million in liability coverage. Additionally, there are optional higher limits, which must be set up for each location, that will allow the event organizer to select from \$1 Million to \$5 Million in liability coverage. The member will have to let the event organizer know which coverage limit the member requires for the specific event. Host Liquor liability coverage is included in GatherGuard's general liability policy. Liquor Liability coverage is also available for an additional fee for events where Host Liquor coverage is not applicable. The total premium is determined by the type of event, number of attendees, number of days, policy limits, and optional coverages selected. Refer the event organizer or facility user to GatherGuard's website to fill out a quote for pricing information. If needed, WCIA Risk Management Representatives can help determine how much insurance should be requested, what type of liquor liability policy is needed, and/or any other special event liability questions or concern there may be.

Most of the existing TULIP locations have been migrated over to GatherGuard by WCIA. New locations can be added. GatherGuard uses Google Maps behind-the-scenes therefore exact street addresses are required. Instead of listing several different items at the same address, such as a gazebo, auditorium, and a park, the main location name and address are listed. Event Organizers can either find a location by searching by address, name, the assigned GatherGuard venue code, or a direct link from GatherGuard. The venue codes are different from the ones previously in TULIP. It is best to use the GatherGuard venue code or the direct link, so the member receives the emailed purchase confirmation and the certificate lists the location and member. If an "unofficial" location is selected, that is just based on Google Maps, the member will not receive a purchase confirmation email and the certificate will not show the member. There are two endorsements on the GatherGuard policy, "Additional Insured – Managers or Lessors of Premises" and "Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations." If a tenant user selects an "unofficial" location the member is still an additional insured by endorsement if the correct location is listed (name and address) because of the first endorsement. The second endorsement is for events which require a permit and the member issuing the permit is an additional insured.

For eligible events which require street closers, the location name "Name City/Town Hall (Parades, Block Parties/Street Closures, Walk/Run Events)" is used.

The purchase confirmation includes two attachments, the Certificate of Liability Insurance and the policy. The email will come from team@gatherguard.com. Members should add this email address to the email safe recipient list to make sure the confirmation emails come through.

The link to GatherGuard, <https://gatherguard.com/>, is listed on WCIA's website, www.wciapool.org, with instructions. The official location list including the venue ID codes and direct GatherGuard link were sent to members from Tiffany Woods, tiffanyw@wciapool.org. For changes and additions contact Tiffany.

FEMA Links

FEMA Special Events Course:

<https://training.fema.gov/is/courseoverview.aspx?code=is-15.b>

This web-based course provides public safety agency personnel information related to pre-event planning, forming the planning team, event hazard analysis, and responding to incidents during special events in their community. Though relevant special events statutes/ordinances and codes must be considered by public safety agency personnel engaged in special event planning, an extensive job aid manual is included in the course and available for download on the course web page.

Course Objectives:

At the end of this course, the participants will be able to:

- Define special event.
- Identify a special event contingency planning team.
- Conduct a hazard analysis for a special event.
- Describe how the incident command system (ICS) can be used in response to an incident at a special event.

[Special Events Planning Manual](#)

Special Events Contingency Planning Job Aids Manual March 2005 (Updated May 2010)

The purpose of this manual is the prevention of injury, suffering, or death that may occur as a result of poor planning or preventable incidents at public events. This manual is intended to provide guidance for the management of risks associated with conducting events that involve mass gatherings of people and assist planners and organizers in making such events safe and successful. Details of the development of the manual and other related matters are noted in the Background section of the Introduction. The manual was sponsored, edited, and published by the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA). FEMA has prepared this manual for use by anyone planning or conducting a special event or mass gathering. This manual is intended to enable its users to ensure that adequate measures and systems are in place to prevent, reduce, and provide care for injuries, illness, and suffering that may occur.

Many people, in addition to health personnel, contribute significantly to the success of a public event. Therefore, FEMA anticipates that this manual will be distributed to event promoters, managers, public and private organizations, emergency service personnel, government bodies, and any individual or organization that contributes to the planning of events. Wide distribution is encouraged, providing that individuals understand that the detailed contents of the manual are directed principally at managing the health and safety aspects of the event for all participants, officials, and spectators.

The manual is not intended to override any existing legislation or local emergency management procedures. Further, it does not seek to address the preparation of emergency response plans, but rather identifies the elements that should be considered by those responsible for planning and conducting events that attract large numbers of people. Local governments and emergency services should be approached for more detailed advice on other aspects of planning and for the necessary permits and licenses required.

FEMA Checklists:

<https://www.domesticpreparedness.com/resilience/special-events-pre-event-planning-checklists/>

Special Events: Pre-Event Planning Checklists

https://www.domesticpreparedness.com/site/assets/files/6985/preevent_checklist.pdf

Pre-Event Planning Checklist

<http://www.governmenttraininginc.com/pdfs/Special-Event-Security-TOC.pdf>

SPECIAL EVENT CONTRACT ELEMENTS

Special events can involve unique risks that may vary depending on factors such as the anticipated number of attendees, length of the event, type of activities, vendors and location. Members can greatly reduce the potential for liability by having a written contract or special event permit that contains indemnification language and insurance requirements. These contracts or permits should include, but not be limited to, the following information:

1. **Involved Parties** – Name of the organization, group or person(s) organizing, sponsoring and/or responsible for the event as well as the name of the Member. Be sure the Member's name is the legal entity (City of ***) and not a department (** *Parks Department).
2. **Details of the Event** – Include name of the event, dates and times it will be held, location and map or layout of vendors and activities. This information can be included in the contract or permit itself or through the use of an appendix or exhibit that is attached and referenced in the contract/permit.
3. **Duties and Responsibilities of the Parties** – Outline the duties and responsibilities of the event organizer, which may include but not be limited to; inspection of the premises prior to the event, arranging for security, garbage receptacles and disposal, portable restrooms, organizing and supervising the set-up and take-down of event booths, vendors, activities, coordination and supervision of volunteers and posting of informational signage. If the Member is to be responsible for any of these or other tasks, be specific about which party is responsible for what.
4. **Indemnification, Defense and Hold Harmless** – The indemnification language should be in favor of the Member with the exception of claims arising out of the Member's sole negligence.
5. **Insurance** – Require general liability insurance covering premises, operations, products-completed operations and contractual liability. The liability insurance should have minimum limits of \$1 million per occurrence and \$2 million aggregate. Include a requirement to list the Member as an additional insured and the insurance to be primary and non-contributory. Depending on the type and location of the special event as well as the number of anticipated attendees, higher limits and/or additional insurance types may be recommended. In addition, insurance may be available for the special event through Event Insurance.
6. **Appropriate Signatures** – The contract should be signed by the person within the Member agency who has been granted authority, by statute or ordinance, to sign contracts legally binding the Member. This may be the Mayor, City Administrator/Manager, Chief Operating Officer or Executive Director. The person signing the contract/permit for the special event organizer must be over 18 years old and with legal authority to sign on behalf of the organizer.

For more detailed information regarding WCIA's recommendations for indemnification language and insurance requirements, please see risk management guidelines, ADM.04 Special Events and ADM.21 Insurance and Indemnity Requirements for Contracts. You can also contact your assigned Risk Management Representative for further assistance.

Look! Up in the Sky!

By Debbi Sellers

It's a bird! It's a plane! No, wait...it's an Unmanned Aircraft System!?

Yes, more and more as you look up into the sky you will see Unmanned Aircraft Systems (UAS), also known more commonly as drones. The Federal Aviation Administration (FAA) estimates sales of drones for recreational purposes will more than double from 1.9 million in 2016 to a whopping 4.3 million in 2020. As sales increase, Members can expect to see an increased use of drones in the airspace, especially over parks and recreational areas.

As spring turns into summer, Members see an increase in usage of their parks and recreational areas. Members are also reporting an increase in recreational drone use. As families enjoy the sunshine and outdoor activities, the potential risks associated with drone use are amplified. Members may hear complaints from citizens about noise from drones, interference with their ability to use and enjoy the park as well as reports of injuries or property damage caused by drones. What should Members do? How can Members address the concerns of their citizens?

WCIA recommends against Members banning UAS over Member-owned property or right-of-way. The FAA has issued a policy statement saying any such local government bans will be "strictly scrutinized" and may be invalidated under preemption law. Instead, for Members who are concerned with the use of UAS in parks and recreational spaces, we recommend instituting rules and safety recommendations which align with the FAA's recommendations for recreational drone users. These rules should be added to existing rules posted in parks as well as be posted on Members' websites.

Signage should include these FAA requirements for recreational drone users:

- Read and understand all safety guidelines
- Be a U.S. citizen or legal permanent resident

In addition, the posted rules should include, but not be limited to, these safety and operational guidelines:

- Fly at or below 400 feet
- Always keep your drone within sight
- Operate drones in daylight hours only
- Never fly near other aircraft, especially near airports
- Never fly over groups of people
- Never fly over stadiums or sports events
- Never fly near emergency response efforts such as fires
- Never fly under the influence
- Be aware of airspace requirements

- No careless or reckless operations
- Drone operators are responsible for any injury or damage caused by the drone

Members who wish to restrict the use of drones over parks or other Member-owned property, should ensure that all related legislation has a good, factual basis in the record to support a public purpose related to the health, safety, welfare or economic welfare of the Member.

For further information on UAS, please refer to the WCIA risk management guideline ADM.40, UNMANNED AIRCRAFT SYSTEMS, or call your assigned WCIA Risk Management Representative. You can also find additional resources by visiting:
www.faa.gov/uas/getting_started/.

Please note that WCIA has recently updated ADM 21, INSURANCE AND INDEMNITY REQUIREMENTS FOR CONTRACTS, in the Liability Resource Manual to add insurance requirements for contractors using a UAS. See Exhibit II, p. 10, Special Provisions, for Construction and Service Contracts. The Liability Resource Manual is available through the Member Resources page on the WCIA website: <http://www.wciapool.org/member-resources>.

Law Enforcement Response to Citizen Political Activity on Private Property

**By John E. Justice, Attorney
Law, Lyman, Daniel, Kamerrer & Bogdanovich, P.S.**

In *Hudgens v. N. L. R. B.*, 424 U.S. 507, 96 S.Ct. 1029 (1976), the U.S. Supreme Court held that the First Amendment to the U.S. Constitution does not apply to private property owners who prohibit picketing on their property. *Hudgens* involved a labor dispute between the owner of a Shopping Center and a group of employees who were picketing their employer, a shoe store located in the Shopping Center. The Center consisted of a single large building with an enclosed mall. It was surrounded by a parking area which could accommodate 2,640 automobiles and housed 60 retail stores leased to various businesses. At issue was whether the Center's owner violated the picketer's First Amendment rights when he threatened to have them arrested for trespassing if they did not stop their activities.

The Court first noted that "the constitutional guarantee of free speech is a guarantee only against abridgment by government, federal or state." *Id.*, at 513. The Court, as noted above, then concluded that the First Amendment was not violated by the Shopping Center owner's actions, because the First Amendment did not apply to a private property owner regulating activity on private property. *Id.* at 520-21. Consequently, law enforcement action against a person for trespass in a situation analogous to *Hudgens*, would not implicate the person's First Amendment rights. See, e.g., *Jefferson v. Save Mart Supermarket*, 2011 WL 285040 (E.D.Cal.,2011) ("Because there is no cognizable federal First Amendment right to obtain signatures for initiatives or register citizens to vote at a shopping mall, Officer Merchant's alleged arrest of plaintiff for trespass was lawful.")

In the absence of a federal constitutional right applicable to engage in political activity on private property, state courts have analyzed the issue under state law. In Washington, our State Supreme Court has held that the Article II, Section 1(a) of State Constitution, which guarantees the initiative power of the people, prohibits large shopping malls which are "the functional equivalent of a downtown area" from banning initiative signature gatherers completely. *Alderwood Associates v. Washington Environmental Council*, 96 Wn.2d 230, 635 P.2d 108 (1981). *Alderwood's* holding did not rest on the State Constitution's free speech provision, Article I, section 5, which only protects a person from "state action" not "actions of other private individuals." See, *Southcenter Joint Venture v. National Democratic Policy Committee*, 113 Wn.2d 413, 430, 780 P.2d 1282 (1989) (No right under State Constitution's free speech clause to solicit contributions and sell literature at a Mall.)

Several years after the *Alderwood* decision, our State Supreme Court held that Article II, Section 1(a) did not apply to a smaller commercial operation, such as a grocery store standing alone or that is part of a strip mall. *Walmart v. Progressive Campaigns*, 139 Wn.2d 623, 989 P.2d 524

(1999). The *Waremart* Court thus upheld an injunction prohibiting individuals from entering a stand-alone Department store to solicit initiative signatures.

With these cases in mind, the issue Police Department's may face is whether it should take law enforcement action in response to a request by a private property owner to arrest or cite individuals who have been told to leave the store's premises because they are engaging in political activities. In making the decision, the following points should be considered:

1. The First Amendment does not guarantee a person the right to engage in free speech on private property. Thus, law enforcement action against the trespasser will not support a civil rights claim under 42 U.S.C. § 1983 alleging a First Amendment claim. Obviously, other issues can arise, such as lack of probable cause, excessive force, etc.
2. The State Constitution does provide a right to individuals to gather initiative petition signatures at large shopping malls. This right is limited to initiative activity. While state law does not provide a private cause of action for state constitutional violations, making an arrest or issuing a citation in this scenario could conceivably lead to other types of state law liability, such as false arrest and malicious prosecution.
3. The State Constitution does not provide a right to individuals to gather initiative petition signatures at stand-alone stores that are not the equivalent of a large shopping mall. Presumably, arrest or citation in that setting would not offend the State Constitution.

But, perhaps the most important point to consider is:

4. A private property owner can seek injunctive relief against individuals or organizations to prevent them from engaging in political activities on private property. Thus, a Police Department may decide that it does not want to be in the position of determining whether a large strip mall is large enough to qualify as a shopping mall under *Alderwood* or whether certain political activities are protected by the initiative provision of the State Constitution. Such determinations are often better made in a court proceeding with a judge responsible for deciding whether certain political activities should be permitted on private property after reviewing factual and legal submissions by both sides.

File-FYI
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November 14, 2005

***ATTORNEY/CLIENT PRIVILEGED INFORMATION
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Tony Piaseki
City Manager
City of Des Moines
21630 11th Ave. S.
Des Moines, WA 98198

**Re: Legal limitations on Local Governments ability to restrict Parades and
Demonstrations or other Free Speech activities on Public Property**

Dear Tony,

You have asked our office for our opinion and analysis regarding the allowable restrictions or prohibitions on parades and demonstrations on City property. More specifically, you have asked use to address the methods by which the City may restrict or prohibit demonstrations or parades involving neo-Nazi or other white supremacist groups active in the area.

The opinions in this letter are based on our research and analysis of a wide variety of sources, including state and federal constitutional provisions, other state and federal statutory law, and state and federal case law addressing these various issues.

I. LEGAL ANALYSIS

A. What Are the Legal Principles That Define This Issue?

When addressing the issue of public demonstrations or parades, there are two legal principles clearly implicated.

First, we must consider the parameters of the Free Speech provisions of the federal and state constitutions. Under the federal Constitution, the First Amendment provides that "Congress

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shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.”¹ In addition, the state Constitution provides that “Every person may freely speak, write and publish on all subjects, being responsible for the abuse of that right.”²

Because of its broad language, several courts have held that the free speech provision of the state Constitution guarantees Washington citizen’s greater freedom than the federal Constitution. Specifically, the state Constitution strictly prohibits the “prior restraint” of speech in Washington.³ A prior restraint is defined as “the power to deny use of a forum in advance of actual expression.”⁴ In other words, while a citizen can be punished for overstepping the bounds of his free speech rights (libel, defamation, etc.); a governmental agency is strictly prohibited from preventing that speech prior to its occurrence.⁵

Under this permissive constitutional scheme, it is very difficult to restrict any person or group from making their social or political views known to the public. Consequently, the Washington Constitution makes it very difficult to prevent any person or group, including white supremacist organizations, from participating in public “speech,” regardless of how personally or morally reprehensible their specific viewpoints may be. When taken to its logical conclusion, this prohibition on prior restraint would seem to prevent any possible restriction a local government might place on public demonstrations or parades.

However, in contrast to the state constitution’s staunch prohibition on prior restraint, there is a competing principle that must be taken into account when determining a person or group’s right to publicly demonstrate or otherwise exercise free speech rights: a government’s right to control and regulate access to, and behavior on, public property. Although property under government ownership technically belongs to the “public” at large, courts have long held that governments have the power to regulate and control such property, on the state and local level, in order to adequately protect the public’s interest:

¹ U.S. Const., Amend. 1 (emphasis added). This provision, originally applicable only to the federal government, was extended to State and local governments via the Fourteenth Amendment.

² WA Const., Art. I, § 5.

³ World Wide Video of Washington, Inc. v. City of Spokane, 125 Wn. App. 289, 103 P.3d 1265 (2005); DCR, Inc. v. Pierce County, 92 Wn. App. 660, 670, 964 P.2d 380 (1998)

⁴ Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshipers, 735 F.Supp. 745 (M.D. Tenn. 1990) (citing Southeastern Promotions v. Conrad, 420 U.S. 546, 553, 95 S. Ct. 1239, 1244, 43 L.Ed.2d 448 (1975),

⁵ For example, assume I make it clear that I plan to attend a public event and purposely defame a public figure. While the victim can certainly sue me for defamation after the fact, neither the state nor local government can prevent me from committing the act in the first place.

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- “The United States Constitution does not forbid a state to control use of its own property for its own lawful, non-discriminatory purpose.”⁶
- “The State, no less than a private owner, has power to preserve the property under its control for the use to which it is lawfully dedicated.”⁷
- “A city may control the use of its property so long as the restriction is for a lawful nondiscriminatory purpose.”⁸

B. How Do We Address the Tension Between Free Speech and Governmental Control of Public Places?

Given the reality of these two competing principles (free speech rights vs. governmental control of public places), the main question is how far a city can go to regulate public behavior in public places while still protecting constitutionally-guaranteed free speech rights. Both federal and state courts have resolved this tension by creating three distinct “categories” of public property with respect to free speech rights.⁹ A governmental entity can exercise a different level of control depending on the category to which a specific piece of property belongs.¹⁰

1. The Three Categories of Public Property

a. Non-Public Forum

The first category of public property is called a “non-public forum.” These are places that are not designated for, nor traditionally have been treated as, places for general public assembly or communication.¹¹ Non-public forums includes most publicly accessible government buildings (courts, municipal buildings, government offices, building lobbies, police stations, etc.) as well as government areas completely closed to the public (individual offices, warehouses, records archives, military bases, judge’s chambers, etc.).

⁶ *Adderly v. Florida*, 385 U.S. 39, 47, 87 S. Ct. 242, 247, 17 L.Ed. 2d 149 (1966).

⁷ *State v. Blair*, 65 Wn. App. 64, 287 P.2d 356 (Div. I, 1992), *citing Adderly v. Florida, supra*.

⁸ *State v. Morgan*, 78 Wn. App. 208, 896 P.2d 731 (Div. III, 1995).

⁹ *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460 U.S. 37, 45, 103 S. Ct. 948, 955, 74 L.Ed.2d 794 (1983); *Kindt v. Santa Monica Rent Control Bd.*, 67 F.3d 266 (9th Cir., 1995); *Church on the Rock v. City of Albuquerque*, 84 F.3d 1273 (10th Cir., 1996).

¹⁰ *Cornelius v. NAACP Legal Defense and Educational Fund, Inc.*, 473 U.S. 788, 105 S. Ct. 3439, 87 L. Ed. 2d 567 (1985); *Yakima v. Irwin*, 70 Wn. App. 1, 7, 851 P.2d 724 (Div. III, 1993).

¹¹ *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460 U.S. 37, 45, 103 S. Ct. 948, 955, 74 L.Ed.2d 794 (1983)

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With respect to these types of areas, courts have held there is no guaranteed access to the property simply because it is owned by the government.¹² Specifically, the state has a right to keep citizens out of areas in public ownership not fitted by their nature for the dissemination of ideas to the general public, and which are susceptible to property damage, present dangers to life and limb, or are restricted to limited rather than general public access because of the nature of the area.¹³ Consequently, public property to which access is limited may be reasonably isolated from persons desiring to assert their right to freely assemble.¹⁴ Restrictions on speech in a nonpublic forum may be imposed if the restrictions are viewpoint-neutral and are reasonable in light of the purpose served by the forum.¹⁵

b. Traditional Public Forum

The second type of property is the “traditional public forum.” Traditional public fora are places that by long tradition have been devoted to public assembly and debate.¹⁶ These places include areas like public streets, parks, and sidewalks.¹⁷ Addressing our specific issue, federal courts have specifically designated public demonstrations and parades as traditional public fora.¹⁸ Since these places are the archetypical fora for the public dissemination of ideas (i.e., free speech), the governments’ ability to regulate the public’s access and behavior in such places is highly limited. Specifically, a local government may only regulate the “time, place, or manner” of free speech in such areas.¹⁹

With respect to the specific issue of parades and organized public gatherings, courts have made it clear that a city “is justified in setting forth regulations and ordinances requiring advance parade permits as a traditional exercise of control by the local government.”²⁰ However, such ordinances are only valid if they represent reasonable time, place, and manner restrictions.²¹ If a

¹² U.S. Postal Service v. Council of Greenburgh Civic Ass’ns, 453 U.S. 114, 131 n. 7, 101 S. Ct. 2676 n. 7, 2686, 69 L.Ed.2d 517 (1981).

¹³ State v. Gossett, 11 Wn. App. 864, 527 P.2d 91 (Div. I, 1974).

¹⁴ Id.

¹⁵ World Wide Video of Washington, Inc. v. City of Spokane, 125 Wn. App. 289, 103 P.3d 1265 (2005); *See also* City of Seattle v. Mighty Movers, Inc., 152 Wn.2d 343, 96 P.3d 979 (2004); State v. Knowles 91 Wn. App. 367, 957 P.2d 797 (1998).

¹⁶ Id.

¹⁷ Perry at 45.

¹⁸ Sullivan v. City of Augusta, 310 F.Supp.2d 348 (D.Me., 2004). Other federal courts have designated such places as “limited public fora” (Parkland Republican Club v. City of Parkland, 268 F.Supp.2d 1349 (S.D.Fla.2003)), but the same rules apply to both categories (see below).

¹⁹ City of Seattle v. Huff, 111 Wn.2d 923, 767 P.2d 724 (1993).

²⁰ Reyes v. City of Lynchburg, 300 F.3d 449 (4th Cir. 2002) (citing Cox v. New Hampshire, 312 U.S. 569, 574, 61 S.Ct. 762, 85 L.Ed. 1049 (1941)).

²¹ Id.

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person or group is prevented from “speaking” based on a valid time, place, or manner regulation, that prevention is not considered a “prior restraint” by Washington Courts.²²

c. Limited or Designated Public Forum

The third public property classification for free speech purposes is the “limited” or “designated” public forum. Besides areas of public property that are traditionally open, like parks, squares, and streets, the government may temporarily open another piece of public property for public speeches or debates. Examples of this are designated government conference rooms, public library meeting rooms, state university meeting rooms, or government-owned sports arenas. When the government allows the public to temporarily use or access these areas, a “designated public forum” is created.

The government is not required to indefinitely maintain the open character of the property.²³ However, during the time these places are open for such activity, the rules of public access are the same as in “traditional public fora” above. Only reasonable time, place, and manner restrictions are allowable.²⁴

C. What is the Test for Valid “Time, Place, and Manner” Restrictions?

Fortunately, because free speech and other First Amendment rights are so highly-valued (and hence, often-litigated), both federal and state courts have had ample opportunity to outline the exact boundaries of allowable time, place, and manner restrictions.

Under federal case law, time, place, and manner restrictions on free speech rights “are justified without reference to the content of the regulated speech, that they are narrowly tailored to serve a significant governmental interest, and that they leave open ample alternative channels for communication of the information.”²⁵ However, as indicated above, the “State constitutional free expression provision provides greater protection than First Amendment for pure noncommercial speech in a public forum...”²⁶ Consequently, “Under the Washington

²² *DCR, Inc. v. Pierce County*, 92 Wn. App. 660, 670, 964 P.2d 380 (1998); *Ino Ino, Inc. v. City of Bellevue*, 132 Wn.2d 103, 937 P.2d 154 (1997).

²³ *Id.*

²⁴ *Kindt* at 269-270.

²⁵ *Clark v. Community for Creative Non-Violence*, 468 U.S. 288, 293, 104 S. Ct. 3065, 3069, 82 L.Ed.2d 221 (1984); see *Heffron v. International Society for Krishna Consciousness, Inc.*, 452 U.S. 640, 648, 101 S. Ct. 2559, 2564, 69 L.Ed.2d 298 (1981) (quoting *Virginia Pharmacy Bd. v. Virginia Citizens Consumer Council, Inc.*, 425 U.S. 748, 771, 96 S. Ct. 1817, 1830, 48 L.Ed.2d 346 (1976)).

²⁶ *World Wide Video of Washington, Inc. v. City of Spokane*, 125 Wn. App. 289, 103 P.3d 1265 (2005).

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Constitution, the standard is stricter: a ‘compelling’ not ‘significant’ government interest is required to uphold a statute regulating time, place or manner.”²⁷

So, the federal constitutional minimum, coupled with the increased protection offered by the Washington State Constitution, combine to require a specific three-part test for the validity of time, place, and manner restrictions on free speech in public places. Such restrictions must (1) be content-neutral, (2) be narrowly-tailored to a compelling governmental interest, and (3) leave ample alternative means for the desired communication.

D. How is the Three-Part Test Applied?

1. What Does “Content-Neutral” Mean?

The first prong of the “time, place, and manner” test is fairly straightforward in both its definition and its application. “Government regulation of expressive activity is content neutral so long as it is ‘justified without reference to the content of the regulated speech.’”²⁸ More specifically, “[t]he principal inquiry in determining content neutrality, in speech cases generally and in time, place, or manner cases in particular, is whether the government has adopted a regulation of speech because of disagreement with the message it conveys.”²⁹ Based on these cases, it is clear that a court may look to a wide range of factors to determine whether a particular regulation was motivated at all by the content of a speaker’s potential message.

That is not to say that a regulation can not have differential effects on disparate groups. In fact, “[a] regulation that serves purposes unrelated to the content of expression is deemed neutral, even if it has an incidental effect on some speakers or messages but not others.”³⁰ However, a local government must make certain that passage of an ordinance is not a mere pretext for preventing an undesirable group from publicly expressing their views. Although a valid restrictive ordinance is possible under the federal and state guidelines, any ordinance that gives a local government “the power to deny use of a forum in advance of actual expression,” (i.e., the potential for a “prior restraint”) will be confronted “with a heavy presumption against its constitutional validity.”³¹

²⁷ *Bering v. SHARE*, 106 Wn.2d 212, 234, 721 P.2d 918 (1986). This “compelling” vs. “significant” distinction may seem inconsequential, but courts have defined the separate categories of governmental interests fairly distinctly. The “compelling interest” requirement is discussed more fully below.

²⁸ *Community for Creative Non-Violence*, *supra*, 468 U.S., at 293, 104 S. Ct., at 3069 (emphasis added); *Heffron*, *supra*, 452 U.S., at 648, 101 S. Ct., at 2564 (quoting *Virginia Pharmacy Bd.*, *supra*, 425 U.S., at 771, 96 S. Ct., at 1830); *see Boos v. Barry*, 485 U.S. 312, 320-321, 108 S.Ct. 1157, 1163-1164, 99 L.Ed.2d 333 (1988) (opinion of O’CONNOR, J.)

²⁹ *Community for Creative Non-Violence*, *supra*, 468 U.S., at 295, 104 S. Ct., at 3070.

³⁰ *See Renton v. Playtime Theatres, Inc.*, 475 U.S. 41, 47-48, 106 S. Ct. 925, 929-930, 89 L.Ed.2d 29 (1986).

³¹ *Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshippers*, 735 F.Supp. 745 (M.D. Tenn. 1990).

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Applying these principles to the situation addressed in this memo, any city should be extremely wary of passing any parade or demonstration ordinance with the goal of preventing socially undesirable groups, like neo-Nazis or white supremacists, from expressing their views in public. Such a goal, even as an underlying motivation, is clearly unconstitutional.

2. What Does “Narrowly-Tailored to a Compelling Government Interest” Mean?

This portion of the three-part test for free speech restrictions breaks down into two separate requirements, each of which are governed by a large body of case law.

a. Compelling Government Interest.

Over the years, and in response to a wide variety of different legal issues, courts have outlined several distinct categories of government interests. These categories include “legitimate,” “important,” “substantial,” and “compelling.”³² As alluded to above (*see* fn. 27), although these terms may seem arbitrarily selected to describe the different tasks and interests of government, courts across the country have often outlined the tests for each category, as well as offered examples of the type of interest that may fall into each classification. Given that a “compelling” interest is necessary to justify a restriction of public speech in Washington, we will concentrate on that category.

In 2000, the Washington State Court of Appeals held that “[f]or purposes of constitutional analysis, the test for a ‘compelling interest’ is not some fixed, minimum quantum of governmental concern, but rather whether the government’s interest is sufficiently important, i.e., a relatively high degree of government concern, to justify the particular invasion of the constitutional right in question.”³³ That same year, the State Supreme Court ruled that “‘compelling interests’ must indeed be compelling. They are only found when ‘based in the necessities of national or community life such as clear threats to public health, peace, and welfare.’ A compelling interest is not demonstrated by merely ‘some *supposed* emergent situation,’ but must arise from an actual emergency.”³⁴ This is consistent with the Robinson court’s decision that “Government can have few obligations greater than protection of the safety of its citizens; public safety is clearly a compelling interest that justifies intrusion” on protected constitutional rights.³⁵

³² Other category names have been used from time to time by courts in different jurisdictions, but these three are the most common terms used to describe the general hierarchy of government interests.

³³ Robinson v. City of Seattle, 102 Wn. App. 795, 10 P.3d 452 (2000).

³⁴ Open Door Baptist Church v. Clark County, 140 Wn.2d 143, 995 P.2d 33 (2000); *citing* Munns v. Martin, 131 Wn.2d 192, 930 P.2d 318 (1997) and State ex rel. Bolling v. Superior Court, 16 Wn.2d 373, 133 P. 2d 803 (1943).

³⁵ Robinson, *supra*.

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In addition to describing what *is* a compelling government interest, courts have also pointed out a variety of interests that do not rise to the level of infringing on constitutional liberties, including cost, efficiency, administrative burden, and general public protection.³⁶ Based on these cases, a city may only infringe on a speaker's right to public speech if such infringement is essential to protect the public's health, safety, or welfare, in the face of an actual emergency situation. Anything short of this standard will violate the Washington Constitution.

In relation to parade permit ordinances specifically, the "compelling interest" requirement makes it very difficult for a city to deny a permit to a group based on the potential for a negative or violent public reaction. In fact, a large portion of First Amendment cases have dealt with this particular issue. Cities have often assumed they could deny permission to march or protest based on a general fear of violence against a morally or socially repugnant group. More particularly, many of these cases have dealt with the exact problem currently faced by Des Moines: how to regulate (or even prevent) a neo-Nazi group from publicly demonstrating or participating in a local parade. These cases are directly on point, and directly demonstrate the near impossibility of preventing these groups from participation in the public discourse based on perceived threats to public safety. Several key examples should be kept in mind:

- Ordinance, which prohibited parade permit for groups with specific intent to intimidate or harass another person on basis of race, color, religion, ancestry, or national origin, violated First Amendment; racially antagonistic speech was protected.³⁷
- "As the threat of violence could not be used to abridge the First Amendment rights of civil rights marchers in 1965, it may not be used to abridge the rights of the Ku Klux Klan in 1990. The duty of [the City] is not to suppress the speech of the Ku Klux Klan, but to 'maintain order in connection with the exercise of the right.'"³⁸
- "The imminence of danger or of unlawful activity depends upon the *immediate* circumstances surrounding the expression, including the content of

³⁶ Robinson, *supra* (neither cost, nor efficiency are "compelling interests"); see e.g., Macias v. Department of Labor and Indust., 100 Wn.2d 263, 668 P.2d 1278 (1983) (administrative burdens and costs do not constitute a compelling state interest to justify infringing on fundamental right to travel); Olympic Forest Prod., Inc. v. Chaussee Corp., 82 Wn.2d 418, 433, 511 P.2d 1002 (1973) ("Nor do the additional costs inherent in a prior hearing constitute a countervailing state interest sufficient to override the fundamental procedural safeguards demanded by due process."). See also, Hunter v. North Mason High Sch. and Sch. Dist. No. 403, 85 Wn.2d 810, 818, 539 P.2d 845 (1975) ("[W]e cannot uphold nonclaim statutes simply because they serve to protect the public).

³⁷ Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshippers, 735 F.Supp. 745 (M.D. Tenn. 1990).

³⁸ Id.

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expression, size and makeup of the speakers and audience, and the sufficiency of the police presence.”³⁹

- “[T]he holding has been repeated countless times that a permit for a parade or other assembly having political overtones cannot be denied because the applicant’s audience will riot. To allow denial on such a ground would be to authorize a ‘heckler’s veto.’”⁴⁰
- City’s denial of parade permit to organization that allegedly espoused racist, anti-Semitic, and anti-gay views, on the asserted basis that significant portion of route was subject to great traffic congestion and commercial activity and that parade might cause a hostile reaction, violated organization’s rights of freedom of speech and assembly.⁴¹
- Threat of hostile audience cannot be considered in determining whether parade permit shall be granted by governmental unit or in ruling on request for injunction against a demonstration.⁴²
- Fact that when plaintiffs and their supporters had been proceeding peaceably and in lawful manner in march authorized by injunctive order of court, bystanders and spectators resorted to violence that damaged property, injured policemen and resulted in arrests did not justify city authorities in proposing alternate route for a later parade by plaintiffs on basis that the prior parade had created problems for city authorities.⁴³

b. Narrowly-Tailored

Not only must a government restriction of public speech serve a compelling government interest, but the restriction must be narrowly-tailored to address that interest. The cases that have involved violations of this requirement break down into several major categories.

³⁹ *Id.*

⁴⁰ *Church of American Knights of Ku Klux Klan v. City of Gary, Indiana*, 334 F.3d 676 (7th Cir. 2003); *Cox v. Louisiana*, 379 U.S. 536, 551-52, 85 S. Ct. 453, 13 L.Ed.2d 471 (1965); *Collin v. Smith*, 578 F.2d 1197, 1206 (7th Cir. 1978); *PETA, People for the Ethical Treatment of Animals v. Rasmussen*, 298 F.3d 1198, 1206-07 (10th Cir. 2002); *see also, Reno v. American Civil Liberties Union*, 521 U.S. 844, 880, 117 S. Ct. 2329, 138 L.Ed.2d 874 (1997).

⁴¹ *Nationalist Movement v. City of Boston*, 12 F.Supp.2d 182 (D.Mass., 1998).

⁴² *Dr. Martin Luther King, Jr. Movement, Inc. v. City of Chicago*, 419 F.Supp. 667 (N.D. Ill., 1976).

⁴³ *Id.*

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First, a city “may not regulate expression in such a manner that a substantial portion of the burden on speech does not serve to advance its goals... So long as the means chosen are not substantially broader than necessary to achieve the government’s interest, however, the regulation will not be invalid simply because a court concludes that the government’s interest could be adequately served by some less-speech-restrictive alternative.”⁴⁴ In other words, a regulation must address the specific harm sought to be avoided, and can not restrict more speech than is reasonably necessary to protect the government’s compelling interest. The Washington Supreme Court has echoed this requirement: “A state clearly ‘may serve its legitimate interests, but it must do so by narrowly drawn regulations designed to serve those interests without unnecessarily interfering with First Amendment freedoms.’”⁴⁵ This requirement essentially means that “[b]road prophylactic rules in the area of free expression are suspect. Precision of regulation must be the touchstone”⁴⁶

The second main consideration of the “narrowly-tailored” test is that regulations must not “delegate overly broad licensing discretion to a government official.”⁴⁷ Put another way, the regulation must “contain narrow, objective, and definite standards to guide licensing authorities.”⁴⁸ Cities have often run afoul of the “narrowly-drawn” requirement by “empower[ing] [their] licensing officials to roam essentially at will, dispensing or withholding permission to speak, assemble, picket, or parade according to their own opinions regarding potential effect of activity on welfare, decency, or morals of community.”⁴⁹ Courts have consistently made it clear that any regulation affecting free speech must contain well-defined, easily-understood guidelines that leave little or no room for alternative interpretation. Some examples of these court decisions are listed here:

- The regulations governing the availability of parade permits, however, may not be so overly broad as to allow discriminatory application to stifle the expression of unpopular groups such as the Ku Klux Klan.⁵⁰
- Ordinance, which required denial of parade permit if there is clear and present danger of imminent lawless action at time of application for permit, violated First Amendment; ordinance allowed too much latitude for discriminatory denial of permit⁵¹

⁴⁴ Ward v. Rock Against Racism, 491 US 781, 109 S. Ct. 2746, 105 L.Ed.2d 661 (1989);

⁴⁵ Bering v. SHARE, 106 Wn.2d 212, 721 P.2d 918 (1986) (citing Schaumburg v. Citizens for a Better Env’t, 444 U.S. 620, 637, 100 S. Ct. 826, 836, 63 L.Ed.2d 73 (1980)).

⁴⁶ NAACP v. Button, 371 U.S. 415, 438, 83 S. Ct. 328, 340, 9 L.Ed.2d 405 (1963).

⁴⁷ Forsyth County v. Nationalist Movement, 505 U.S. 123, 130, 112 S. Ct. 2395, 2401, 120 L.Ed.2d 101 (1992).

⁴⁸ Shuttlesworth v. City of Birmingham, 394 U.S. 147, 150-51, 89 S. Ct. 935, 938-39, 22 L.Ed.2d 162 (1969).

⁴⁹ Underwood v. City Council of Greenville, N.C., 316 F.Supp. 956 (E.D.N.C., 1970).

⁵⁰ Knights of Ku Klux Klan v. Martin Luther King, Jr. Worshippers, 735 F.Supp. 745 (M.D. Tenn. 1990).

⁵¹ Id.

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- Statutes or codes that allow public officials to exercise unbridled discretion to grant or deny permits to engage in constitutionally protected expression are invalid as prior restraints.⁵²
- “It is settled by a long line of recent decisions of this Court that an ordinance which, like this one, makes the peaceful enjoyment of freedoms which the Constitution guarantees contingent upon the uncontrolled will of an official--as by requiring a permit or license which may be granted or withheld in the discretion of such official--is an unconstitutional censorship or prior restraint upon the enjoyment of those freedoms.”⁵³
- “A licensing scheme containing vague terms gives the government unfettered discretion to issue or to deny a license and thus presents a danger that the decision maker may exercise its judgment to suppress speech based on content.”⁵⁴
- Regulation that prohibited city’s transportation commissioner from granting parade permit if parade would disrupt use of an ordinarily congested street or deny reasonable police protection to rest of city, permitted commissioner to modify route, time, and place in the interest of relieving congestion and promoting public safety, and permitted an exception to normal considerations of traffic congestion and police coverage for “occasions of extraordinary public interest” was unconstitutional on its face; regulation granted unlimited discretion to commissioner that threatened applicants’ rights of free expression.⁵⁵

The third major consideration of the “narrowly-tailored” requirement is the time period in which a decision must be made. Essentially, any regulation with the potential for prior restraint must specifically define the time period in which a decision will be made. “[A] governmental licensing scheme for expressive activity that fails to provide definite time limitations for decision is constitutionally infirm, because delay compels speaker’s silence, in violation of First Amendment.”⁵⁶

⁵² *World Wide Video of Washington, Inc. v. City of Spokane*, 125 Wn. App. 289, 103 P.3d 1265 (2005).

⁵³ *Shuttlesworth*, *supra*.

⁵⁴ *FW/PBS, Inc. v. City of Dallas*, 493 U.S. 215, 225-26, 110 S. Ct. 596, 107 L.Ed.2d 603 (1990).

⁵⁵ *Nationalist Movement v. City of Boston*, 12 F.Supp.2d 182 (D.Mass., 1998).

⁵⁶ *DCR, Inc. v. Pierce County*, 964 P.2d 380 (Div. 2, 1998).

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Moreover, not only must there be a definite time limit, but that time limit must be extremely short. Courts across the country have been very strict in demanding abbreviated waiting periods for decisions on parade and demonstration permits. For example, various courts have overturned waits of 40 days,⁵⁷ 30 days,⁵⁸ and even 5 days.⁵⁹ Consequently, we would recommend that any parade or public demonstration permit be granted or denied within 2-3 days, and that such a time period be included in the text of the ordinance itself.

The fourth and final major inquiry into whether a regulation is “narrowly-tailored” is whether or not the ordinance allows for prompt judicial review of any decision on a parade permit application. The requirement of prompt judicial review is the motivating factor behind the requirement of a quick decision, discussed above. In other words, a city must make the decision to deny or grant an applicant’s permit soon enough that the applicant still has time to appeal that decision before the date of his intended parade or demonstration. City ordinances that have failed to specifically allow for prompt judicial review of permit decisions have been classified as unconstitutional prior restraints.⁶⁰ This is true even if the regulation itself is otherwise sound.⁶¹

To conclude, the requirement that a free speech regulation be “narrowly-tailored” involves four major inquiries: (1) Does the regulation directly address the interest at stake, and not restrict more speech than is reasonably necessary to protect that interest? (2) Does the regulation prevent overly-broad discretion by the decision-maker? (3) Does the regulation ensure that a decision is made in a very short amount of time? And (4) Does the regulation specifically provide for prompt judicial review of any permit decision? In order to pass constitutional muster, each of these question must be answered in the affirmative. Failure to meet any one of these four requirements will invalidate the permit ordinance.

3. What Does “Ample Alternatives” Mean?

The third and final prong of the “time, place, and manner” test means “that the burden is on the government to show that the ordinance leaves open practical and available alternative channels of communication.”⁶² This requirement is fairly straightforward and easily understood. For example, in *Burnett v. Bottoms*,⁶³ a woman was protesting at an appearance of President Bush at a downtown hotel. The police and Secret Service prevented her from crossing to the side

⁵⁷ *Service Employee Intern. Union v. City of Los Angeles*, 114 F.Supp.2d 966 (C.D.Cal., 2000).

⁵⁸ *American-Arab Anti-Discrimination Committee v. City of Dearborn*, 418 F.3d 600 (6th Cir. 2005).

⁵⁹ *Douglas v. Brownell*, 88 F.3d 1511 (8th Cir. 1996).

⁶⁰ *United Food & Commercial Workers Union Local 442 v. City of Valdosta*, 861 F.Supp. 1570 (M.D.Ga., 1994)

⁶¹ *Central Florida Nuclear Freeze Campaign v. Walsh*, 774 F.2d 1515 (11th Cir., 1985) (unconstitutionality found where no judicial review was provided, despite fact that ordinance did not vest decision-maker with undue discretion).

⁶² *DCR, Inc. v. Pierce County*, 964 P.2d 380 (Div. II, 1998).

⁶³ 368 F.Supp.2d 1033 (D. Ariz. 2005).

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of the street on which the hotel sat, but allowed her to locate anywhere on the other side. The federal court held that the restriction was valid because “there were ample opportunities to communicate messages, including other three corners of intersection.”⁶⁴ Courts have also authorized a city’s determination that a group could not parade or protest on a specific day, so long as nearby dates were available for the same general venue sought by the group (and assuming the permit denial was otherwise constitutional).

However, the city must also consider whether a particular place or particular date has some special significance to the person or group seeking the permit. For example, a federal court recently overturned a decision by the City of Boston to prevent protests within a block of the Democratic National Convention.⁶⁵ Despite the fact that the City agreed to allow the protests very nearby, the court held that the particular location of the Convention, where delegates, reporters, and politicians would be gathered, was a particularly symbolic focus for the protest. Consequently, no other location or time would provide an adequate alternative.

These sorts of symbolic considerations should be taken into particular account when dealing with radical social or political groups like neo-Nazi or other white supremacists, whose desire to demonstrate publicly often coincides with particularly symbolic dates (Hitler’s Birthday, MLK Day, etc.) As long as a city provides directly comparable dates or locations for a desired protest or parade, and makes adequate inquiry into the significance of the particular time and place requested, a denial of a specific permit application will pass this part of the constitutional test.

II. CONCLUSION

To conclude, when considering the allowable restrictions the City can place on public parades or demonstrations, one must look to the free speech provisions of the federal and state Constitutions. Under these constitutional guidelines, and the case law developed around them, the City’s ability to regulate access to, and behavior on, public property depends on the classification of that property.

Traditional public fora, the category to which public streets and sidewalks belong, are least susceptible to City control. In those places, the City can only impose reasonable time, place, and manner restrictions on the exercise of protected free speech. To qualify as a valid time, place, or manner restriction, a city ordinance must (1) be content-neutral, (2) be narrowly-tailored to a compelling government interest (i.e. public safety), and (3) leave open ample alternative means of communication.

⁶⁴ *Id.*

⁶⁵ *Coalition to Protest Democratic Nat. Convention v. City of Boston*, 327 F.Supp.2d 61 (D. Mass. 2004).

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Based on the large and well-defined body of case law in this specific area, it is very difficult for a city government to adequately draft and implement restrictions on public demonstration. A main reason for this difficulty is that cities that attempt to implement such restrictions have often done so with the clear (if unspoken) goal of restricting or dissuading a particular group. In fact, it is no surprise this issue has recently arisen in response to a parade permit application by a neo-Nazi organization; many of the cases on free speech address this exact situation.

Unfortunately, too many cities have failed to realize that so many cases address this exact issue because restrictions intended to target particular groups are so clearly unconstitutional. Despite the socially or morally repugnant beliefs and behaviors of certain groups, the state and federal Constitutions demand they be given equal access to the public discourse. The possible ramifications of a city passing or enforcing an unconstitutional ordinance that unduly restricts free speech include legal actions to strike down the ordinance and legal damage actions against those who try to enforce unconstitutional ordinance for civil rights violations under 42 U.S.C. 1983 *et. seq.* Legal actions may be for monetary compensatory damages for a violation of person's constitutional rights, possible punitive damages, and awards of actual reasonable attorney fees to a prevailing party. Consequently, future City ordinances should not be drafted with the intent to legitimize disinclusion of such groups. Nor should current City Ordinances be interpreted in such a way as to prevent these groups from speaking in public. Reasonable restrictions as to time, place and manner may be imposed as to certain types of public fora but cannot be crafted or enforced selectively to favor or disfavor particular groups or messages based on the content of the message.

We appreciate the opportunity to address these important and interesting issues for your City. Please let us know if we can be of additional assistance.

Cordially,

Mark R. Bucklin
Jeremy W. Culumber

MRB/th

Host Liquor Versus Liquor Liability Insurance

Most General Liability (GL) policies include “host liquor” liability coverage for insureds who are not in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages (“in the business”). GL policies typically have a standard exclusion for “Liquor Liability” for insureds who are “in the business.” If an event organizer is “in the business” and will be furnishing/serving alcohol at an event, they should be required to provide proof of Liquor Liability insurance, in addition to GL. This could be in the form of an endorsement added to an existing policy, or a standalone Liquor Liability insurance policy.

To help clarify when it is appropriate to require an event organizer to purchase Liquor Liability coverage, and when it is not, WCIA is providing the following guidance.

Before an event organizer can sell, furnish, or serve alcohol at an event, the event organizer must go through the permitting process with the Washington State Liquor Cannabis Board (WSLCB). [Washington State Liquor and Cannabis Board](#). The event organizer must ensure there is a Banquet Permit, Special Occasion License, Beer & Wine License, or Spirits, Beer & Wine License. If they have a Beer & Wine License, or Spirits, Beer & Wine License, a Caterer’s Endorsement is needed, as well.

- 1. If the tenant/user/event organizer is actually in the business of selling, serving or distributing beer, wine or spirits, Liquor Liability insurance should be required, with the member listed as an additional insured.**

For example, a beer distributor, caterer, or restaurant hosting a function/event or furnishing beer, wine or spirits at a function/event should be required to provide proof of Liquor Liability insurance.

- 2. If the event organizer has a Banquet Permit, additional liquor liability coverage is not required. The GL provided host liquor liability coverage should be adequate.**

A Banquet Permit is for a private, invitation-only event (not open to the public). The liquor must be provided free of charge or brought by individuals attending the function. Package deals are allowed that may include the cost of dinner, liquor and entertainment. To assure participants receive an equal share, tickets exchangeable for drinks may be issued as part of the package price. No separate or additional charge may be made for liquor.

The following information about Banquet Permits was obtained from the WSLCB website.

Banquet Permit: *Allows the service and consumption of liquor at a private, invitation-only banquet or gathering held in a public place or business. Banquet Permits are [available online](#). Examples include weddings, company banquets, retirement parties, or club, organization or church events.*

- 3. If the event organizer has a Special Occasion License, Liquor Liability insurance is not required. The GL policy host liquor coverage should be sufficient.**

Only a bona fide nonprofit organization can get a Special Occasion License. Since the nonprofit is not “in the business,” the nonprofit does not need a Liquor Liability insurance policy.

The following information regarding a Special Occasion License was obtained from the WSLCB website:

Special Occasion License: *Allows a bona fide nonprofit organization to sell liquor at a specified date, time and place. Special Occasion License applications are [available online](#). Examples include a fundraising dinner, gala event, auction, or wine tasting.*

- 4. When caterers/restaurants are used by an event organizer to sell, serve or furnish wine, beer or spirits at an event, the event organizer must require the caterers/restaurants to provide Liquor Liability insurance, adding the event organizer and the member as an additional insured.**

Caterers or restaurants when selling, serving or furnishing alcohol are clearly “in the business” and they must have Liquor Liability insurance.

In summary: If an event organizer, that is not “in the business,” has alcohol provided or served by someone “in the business” (alcohol vendor), the event organizer’s GL insurance host liquor coverage should cover the event organizer in the case of an alcohol related liability claim arising out of the event. When the member is required to be an additional insured on the event organizer’s GL policy, the member is also covered under the GL host liquor coverage. The event organizer should require the alcohol vendor to have both a GL policy and Liquor Liability insurance. The event organizer AND the member should be additional insureds under both of the alcohol vendor’s insurance policies.



Special Events Permitting GUIDE



Special Events Permitting City of Oak Harbor

865 SE Barrington Drive
Oak Harbor, WA 98277

specialevents@oakharbor.org

Section A: Insurance Requirements
Section B: Hold Harmless Agreement
Section C: Event/Site/Route Map
Section D: Parks Reservation System
Section E: Alcohol Sales/Consumption
Section F: Amusement Ride: Inflatable
Section G: Professional Carnivals
Section H: Fireworks/Pyrotechnics Display
Section I: Food Sales/Consumption
Section J: Hydrant Meter Permit
Section K: Portable Toilets
Section L: Tents Over 400 Square Feet
Section M: Electronic Message Sign
Section N: Environmental Impact
Section O: Solid Waste Disposal/Recycling
Section P: Safety Plan
Section Q: Neighborhood Notification
Section R: Street Closure Guidelines

Dear Special Events Organizers,

Thank you for your interest in hosting an event in the City of Oak Harbor! Whether you are planning a family reunion on the scenic waterfront at Catalina Park or requesting to close SE Pioneer Way for a festival with thousands of attendees, we are pleased that you have chosen Oak Harbor as your destination. The following guide will help you through all stages of the planning process and our helpful staff is available to assist with any additional questions that may arise.

We look forward to working with you to make your event a success and appreciate your cooperation with our policies to this end. If you are a long time resident or new to Oak Harbor, we hope that you enjoy all this City has to offer.

Sincerely,

*Robert T. Severns
Mayor*



SPECIAL EVENT PERMIT APPLICATION

The City of Oak Harbor Special Event Permit Application is available online at www.oakharbor.gov and should be submitted at least 60 days in advance of your event. Once the application is accepted, you will be invoiced for the \$50.00 application fee which will need to be remitted to the Utilities Office via cash, check, or credit card.

The following GUIDE will help answer questions as you plan your event. **Please be sure to review the entire GUIDE thoroughly, as agreement to abide by the contents of this GUIDE will be a part of the *Conditions of Approval* when your permit is issued.**

<u>Section A:</u>	Insurance Requirements
<u>Section B:</u>	Hold Harmless Agreement
<u>Section C:</u>	Event/Site/Route Map
<u>Section D:</u>	Parks Reservation System
<u>Section E:</u>	Alcohol Sales/Consumption
<u>Section F:</u>	Amusement Ride: Inflatable
<u>Section G:</u>	Professional Carnivals
<u>Section H:</u>	Fireworks/Pyrotechnics Display
<u>Section I:</u>	Food Sales/Consumption
<u>Section J:</u>	Hydrant Meter Permit
<u>Section K:</u>	Portable Toilets
<u>Section L:</u>	Tents Over 400 Square Feet
<u>Section M:</u>	Electronic Message Sign
<u>Section N:</u>	Environmental Impact
<u>Section O:</u>	Solid Waste Disposal/Recycling
<u>Section P:</u>	Safety Plan
<u>Section Q:</u>	Neighborhood Notification
<u>Section R:</u>	Street Closure Guidelines

PLANNING MEETING

Once staff receives your Special Event Application Form and required documentation, your application will be routed to the necessary departments for review. If necessary, a planning meeting may be scheduled which will provide the opportunity for you to discuss the event details and receive feedback from staff.

CONDITIONS OF APPROVAL

Once your Special Event Permit Application has been approved, you will be notified via email and requested to acknowledge the *Conditions of Approval* for the event.

OTHER PERMITS REQUIRED

Depending on the features of your event, you may be required to obtain other permits from agencies such as the Washington State Liquor and Cannabis Board (WSLCB), Island County Health Department, or Oak Harbor Fire Department. Information on these additional permit requirements is listed in the sections that follow. You may be required to provide the City of Oak Harbor with other permits obtained prior to the approval of your Special Event Permit, as indicated in each section.

GENERAL REMINDERS

Please remember that a Special Event Permit does not automatically create exemptions from the Oak Harbor Municipal Code (OHMC). Below are a few reminders of code provisions related to Special Events. Click on the hyperlinked code reference to access the online code.

- Special Events Permits ([OHMC Chapter 5.55](#)): This is the portion of the code that deals specifically with Special Events.
- Temporary and Special Signs ([OHMC Section 19.36.080](#)): Signage you place in the City to advertise your event is subject to the temporary sign code. If your Special Event includes a closure of SE Pioneer Way, you may request permission to attach banners for the duration of your event. Specifications will be made in your *Conditions of Approval*.
- Sale of beer, wine and/or liquor in City parks ([OHMC Section 6.12.080](#)): No alcohol may be sold or consumed in City parks, with the exception of a permit issued as a part of a Special Event, see Section E. If you would like to have alcohol as a part of your event, please plan ahead as permitting through the Washington State Liquor and Cannabis Control Board takes time.

- **Park facility reservation system** ([OHMC Section 6.12.095](#)): Applying for a Special Event Permit does not alter the provisions of this chapter. You are encouraged to make your facility reservations early as they are first-come-first-served. You may make a facility reservation prior to submitting your Special Event Permit Application; however, please keep in mind that reservation fees are non-refundable. Please see Section D and accompanying forms.

SECTION A: INSURANCE REQUIREMENTS

The appropriate insurance documentation must be submitted with your Special Event Permit Application. In addition, Permittee will be responsible for any damage to the event site property, City facilities and equipment.

All events (except for those protected by the First and Fourteenth Amendments of the US Constitution) must meet minimum insurance requirements. Depending on the features of your event, additional insurance coverages may be required. There is a worksheet included with the forms at the back of this GUIDE to help you determine the types and amounts of insurance that may be required.

Proof of insurance:

You **must** provide a Certificate of Insurance evidencing the types and amounts of insurance required, accompanied by proof that the City of Oak Harbor is an additional insured. Insurance coverage must be in effect during all set-up and tear-down dates and times.

The following are types of insurance that may be required. Please refer to the Insurance Worksheet for minimum amount requirements. Please note that depending on the features of your event, additional types of insurance and/or higher limits may be required, as determined by the City Attorney.

Commercial General Liability:

Required for all events with coverage at least a broad as ISO occurrence form CG 00 01, in the following amounts: \$1 Million Per Occurrence, \$2 Million General Aggregate, and \$1 Million Products-Completed Operation Aggregate.

Events with alcohol:

If your event will include alcohol service, you **must** obtain additional liquor liability insurance. If the alcohol is being provided and served by a vendor, the vendor **must** supply the liquor liability coverage naming the City of Oak Harbor as additional insured.

Events with fireworks displays:

If your event involves a professional fireworks demonstration, you **must** require the pyrotechnician to provide liability insurance naming the City of Oak Harbor as an additional insured.

Events with amusement rides or inflatables:

If your event involves inflatables, such as bouncy houses, etc., or professional amusement rides on city-owned property, the professional amusement vendor must have liability insurance that names the City of Oak Harbor as an additional insured. Please note that “water walking balls” are prohibited per OHMC Section 5.55.030 Amusement rides.

Events with food service vendors:

If your event involves food service vendors, it is your responsibility to ensure the vendors have the proper insurance requirements for mobile food vendor service, such as liability insurance with products/completed operations coverage.

Vehicles involved with your event:

Any and all vehicles associated with your event, including, but not limited to, vehicles driving into parks to deliver goods, vehicles driving in parades, etc. must have auto liability insurance. As the event organizer, it is your responsibility to ensure that any and all vehicles associated with your event are compliant with these insurance requirements.

Purchasing event insurance:

Please contact your insurance provider to arrange coverage for your Special Event. Your provider may email the electronic version of the required certificate directly to specialevents@oakharbor.org.

Depending on the features of your event, you may be eligible to purchase event insurance with GatherGuard through Intact Insurance. This option is made available by the Washington Cities Insurance Authority. Visit gatherguard.com for details to obtain a quote/purchase insurance.

SECTION B: INDEMNIFICATION/HOLD HARMLESS AGREEMENT

In order to complete the Special Event Permit Application, you must submit the notarized Indemnification/Hold Harmless Agreement attached at the back of this GUIDE. Notary service is available for no-charge at City Hall.

The person signing the Indemnification/Hold Harmless Agreement must be 18 years of age or older, an authorized representative of the organization, and the same person who will sign the *Conditions of Approval* when your Special Event Permit is issued.

SECTION C: EVENT/SITE/ROUTE MAP

For events that include any type of food vendor setup, beer garden, street closure, race route, etc., a map is required. If you are submitting a map similar to a previous year's event, please be sure it is properly updated. Please **do not** submit an illegible copy of another map. If you need assistance generating a map, please contact the Special Events Permitting.

If you are having a built stage, fenced area, tent over 400 square feet, portable toilets, additional parking, etc., this must be documented on your site map. This will allow the Fire Department and Building Division to review for compliance with the American with Disabilities Act (ADA) laws, ingress/egress requirements, etc.

SECTION D: PARKS RESERVATION SYSTEM

The Parks Reservation System is governed by [OHMC Section 6.12.095](#). If your Special Event is taking place at a park facility, you are required to make a reservation and pay the reservation fee. You should make the parks facility reservation in advance of submitting your Special Event Permit Application as

the facility reservation is based upon the receipt of fees. The facility fees are per day and are non-refundable. You must reserve setup and teardown days if they apply to your event. Reservations can be made online at secure.rec1.com/WA/oak-harbor-wa/catalog.

SECTION E: ALCOHOL SALES/CONSUMPTION

The City of Oak Harbor, along with the Washington State Liquor and Cannabis Board (WSLCB), must grant permission for alcohol to be sold or consumed at public events.

Special Occasion License:

The sale, service and consumption of alcoholic beverages are subject to Washington State Liquor and Cannabis Board (WSLCB) regulations, licensing, and permit requirements.

Special Occasion licenses are issued to non-profit societies or organizations holding an event at which alcohol is sold by the drink.

Your event may require a different type of permit. Please visit the WSLCB website: www.liq.wa.gov for additional information. A copy of the permit must be provided before your Special Event Permit can be issued.

Liquor Liability Insurance:

If your event will include alcohol service, you must obtain additional liquor liability insurance, naming the City of Oak Harbor as an additional insured.

Site Map:

Applicants must submit a beer garden site map. Plans are reviewed by Fire Department for assembly, occupancy, access, emergency egress and other approvals and permits. See Section C.

Beer Garden Operations:

Alcohol sales, service, and consumption must be confined to designated location(s). Beer gardens must be separately fenced and have only one controlled public entrance with an additional exit only point.

Permit Holders must comply with the following conditions:

1. The sale, service and consumption of alcohol may occur between 8:00 a.m. and 10:00 p.m.
2. Hard alcohol may only be served when food is also available.
3. Alcohol is limited to beer, wine, and one signature cocktail.
4. Garden shall be enclosed with six (6) feet high chain link fencing where security will not be present at all times. Where security will be present at all times, 42" high picket fencing may be used. Fencing should deter fence "hopping" and alcohol from being passed through.
5. Level of security staffing shall be sufficient to ensure compliance with state and local laws and shall require that every exit/entry be staffed to ensure that no alcoholic beverages are removed from or brought into the garden.
6. Sufficient lighting must be maintained so that identification may be checked and patrons may be observed for the enforcement of liquor laws.
7. When admitting entrants, security staff shall ensure that all persons present valid identification attesting they are at least 21 years of age.
8. Post sign near garden entrance "Must be 21 years or older to enter".
9. Provide free pitchers of water.
10. All garden personnel must be at least 21 years old, including cleaning crew and performers.
11. Garden personnel shall not consume alcohol prior to their shift or while on duty.
12. Do not serve alcohol to intoxicated customers.
13. Stop all alcohol service at least 30 minutes before the event is scheduled to end.
14. When using unlicensed servers, "Responsible Beverage Service Training" must be provided.

SECTION F:

AMUSEMENT RIDE/INFLATABLES

An amusement ride includes any type of inflatable (i.e. bouncy house, human hamster ball, etc.), or any other type of ride/portable play apparatus, all of which are hereinafter referred to as "ride", whether on city-owned property and private property, and being used as part of a Special Event.

Please note that "water walking balls" are prohibited per OHMC Section 5.55.030 Amusement Rides.

If you are planning to have a ride on City property, such as a bouncy house in a City park, even if you are planning on having less than 50 people at your event, you must obtain a Special Event Permit.

Oak Harbor has the following requirements for all rides on city-owned property or on private property as part of a Special Event:

1. The **ride** itself must be licensed through Labor and Industries (L&I) and marked with the appropriate L&I inspection decal.
2. The **vendor** supplying the ride must be an L&I certified amusement ride operator (L&I website has a list of approved vendors).
3. The ride **operator** must be an employee of the vendor supplying the ride.

This means that you cannot rent a ride from a vendor and have adult volunteers operate the ride. The ride must be setup, operated by, and torn down by the vendor's staff member.

If the ride is placed on city-owned property, you must also provide the following:

- The **vendor's** certificate of insurance verifying the vendor's Commercial General Liability insurance naming the City of Oak Harbor as additional insured, with the following minimum limits:
 - a. Per Occurrence Limit: \$1 Million
 - b. General Aggregate Limit: \$2 Million*****This insurance from the vendor is in addition to the insurance that you must provide for your event (as explained in Section A).***

If your ride is going to be in a city park, after we receive the above information, we will contact you regarding where the vendor can set up and operate the ride.

To view L&I licensing information, including L&I's listing of Certified Amusement Ride Operators, please visit lni.wa.gov/licensing-permits/other-licenses-permits/amusement-ride-safety-permits-and-inspections/.

SECTION G: PROFESSIONAL CARNIVALS

If your event includes carnival/amusement rides, you must meet the requirements above in Section F. Your event will also be subject to the Daily Carnival Fee as established by the City's [Master Fee Schedule](#). This fee should be submitted with payment of your Special Event Permit Application fee.

SECTION H: FIREWORKS/PYROTECHNICS DISPLAY

If your event will include Fireworks/Pyrotechnics Display, an additional permit is required from the City of Oak Harbor Fire Department with a fee determined by the Master Fee Schedule. You must remit payment of this fee and obtain the necessary permit from the Fire Department prior to approval of your Special Event Permit. As listed in Section A: Insurance Requirements, you will also be required to provide fireworks insurance.

SECTION I: FOOD SALES/PUBLIC CONSUMPTION

The service of food at an event involves various permitting, licensing, and insurance. The following information will assist you with ensuring that your vendors are compliant with local and state requirements.

As with any vendor selling any goods in the City of Oak Harbor, a food vendor must obtain a business license to operate here, even if it is for a one-day event. Business licenses can be obtained through the Washington State Department of Revenue online at dor.wa.gov/manage-business/city-license-endorsements/oak-harbor.

The main governing agencies for temporary and mobile food service are Island County Public Health, Washington State Department of Health, and Washington State Department of Labor and Industries.

For information on temporary and mobile food vendor regulations, visit Island County Health at www.islandcountywa.gov/Health/EH/Pages/Documents.aspx.

For information on food worker cards, please visit Washington State Department of Health at www.doh.wa.gov/CommunityandEnvironment/Food/FoodWorkerandIndustry/FoodWorkerCard.

For information on food truck and mobile food vendor licensing, please visit Washington State Department of Labor and Industries at lni.wa.gov/licensing-permits/manufactured-modular-mobile-structures/food-trucks-trailers/.

Also see the NFPA Food Truck Safety Fact Sheet at the end of this GUIDE.

As the event organizer, you are responsible to account for all the required documentation from your food vendors, including but not limited to their City business license; food service permits or exemption certificates; food worker card(s); L&I licensing documentation; and evidence of liability insurance, with products/completed operations coverage. You must provide a list of all of the food vendors associated with your event to the Island County Public Health Department prior to your event. Your vendors are subject to inspection by Island County Public Health and/or City officials.

If your event does not have food vendors but you are selling concessions or otherwise providing food to the public, you still must obtain the necessary permits.

If your event includes restaurants extending their service onto a temporary patio setup, the restaurant will be required to obtain a *Temporary Use Permit* separate from your Special Event Permit. The Temporary Use Permit can be obtained from the Development Services Department, please indicate to the Special Events Permitting Coordinator that the restaurant will be participating in your event.

You are required to provide your vendors with an Illicit Discharge letter related to grease disposal, preventing storm drain spills, not dumping grey water, etc. More information can be found in Section N: Environmental Impact below.

SECTION J: HYDRANT METER PERMIT

If your event requires the use of water from one or more hydrant meters, you will need to submit the Hydrant Meter Permit and accompanying Use Agreement. The Hydrant Meter Use Agreement holds you, as the event organizer, liable for all of the associated Hydrant Meter Permit fees, water usage from the meter, as well as any damage that might occur during your event to the meter or the hydrant itself. By signing the Use Agreement, you are agreeing to remit payment for all of the fees and any damage after the conclusion of your event. You will receive an invoice from our Finance Department approximately one week after the conclusion of your event, with payment to be remitted to the Utilities Office upon receipt of the invoice.

SECTION K: PORTABLE TOILETS

The provision of restroom facilities at any event is governed by the ADA. If you are adding portable toilets to an area with existing restroom facilities or placing them in an area where there are no regular facilities, you must comply with the ADA requirements for number of handicap accessible toilets.

The ADA requires at least one (1) accessible unit per cluster up to 20 units, or 25% of the total number of units with at least one (1) per cluster. If your event will have only one (1) unit, it must be ADA accessible. You will be required to provide an event map with the location of your portable toilets and which units are ADA accessible as a part of your application.

SECTION L: TENTS OVER 400 SQUARE FEET

If your event includes a tent over 400 square feet, you will be required to obtain an additional permit from the Fire Department.

SECTION M: ELECTRONIC MESSAGE SIGN (ESIGN)

If you would like to request the use of the electronic message sign for your event, you must submit the *Electronic Message Sign Application* online at www.oakharbor.gov/FormCenter/Communications-4/Electronic-Message-Sign-Application-46

Rules for the Esign

1. Requests must be received at least two (2) weeks prior to the date you wish the message posted.
2. Applications must include digital files for the organization and the event. Formats accepted are .jpg files only (1128 x 191 px).
3. Digital messages will be displayed for no longer than four (4) weeks duration. The duration may be limited further, at the City's discretion, if too many requests are made during a certain period.
4. Under State law, use of the Esign may only be used for those events and activities initiated with the intent of promoting tourism, as the sign was purchased with tourism promotion funds (See Revised Code of Washington 67.28). The Esign may be used to promote emergency messages during public emergency events, inclement weather, or public health pandemics.
5. The City Administration, or its designee, shall have sole authority to approve or deny applications, including requested dates and locations.

SECTION N: ENVIRONMENTAL IMPACT

Due to Oak Harbor's unique location and direct impact to the waters of the Puget Sound, it is necessary to be mindful of environmental impacts that can arise from Special Events. This includes grease created from the cooking of food; oil and gasoline from car shows and boat races; etc. If you are having food vendors at your event, you will be required to ensure your vendors comply with proper disposal methods. The Washington State Department of Ecology takes storm drain pollution and spills very seriously and as such your *Conditions of Approval* will reflect prevention measures required by the city.

SECTION O: SOLID WASTE DISPOSAL/RECYCLING

Depending on the size and type of your event, additional solid waste disposal/recycling capacity may be required. If you need to hire additional dumpster(s), you must submit the Island Disposal Form to the Utilities Office. Extra Solid Waste services provided by the City, if any, will be specified in your *Conditions of Approval*.

SECTION P: SAFETY PLAN

It is necessary to be mindful of a safety plan for your event. For larger events, the minimum number of crowd managers shall be established at a ratio of one (1) crowd manager for every 250 persons per the International Fire Code. Crowd managers should be trained, uniformed, adult volunteers. Depending on the size and features of your event, you may be required to submit a formal Safety Plan to the Fire Department. This will be determined at the planning meeting for your event, if necessary.

SECTION Q: NEIGHBORHOOD NOTIFICATION

Event organizers **must** notify neighbors and businesses within 500 ft. of the event, (if applicable) at least two (2) weeks prior to the event. Notification should be in writing (email is acceptable) and include times when traffic/parking and/or noise may be affected in the area. Signature of your *Conditions of Approval* indicates you have completed the neighborhood notification and can provide copies of the notification and physical/email addresses where sent if requested.

SECTION R: STREET CLOSURE GUIDELINES

If your event will include a street closure, a planning meeting will be necessary. You will be provided with specific requirements as part of your *Conditions of*

Approval; please note the following guidelines will apply to all street closures:

- **No paint** may be used on any sidewalk or street.
- Your planning meeting will determine what signs, cones, and barricades you will be provided for your event.
- **Only** Public Works staff and Police Department staff are authorized to open/close a street.
- Once barricades are in place, they **cannot** be moved unless directed by City staff and/or the Police Department.
- Street closures require advance “No Parking Notice”; once “No Parking Signs” have been placed by City staff, they **cannot** be altered by the event organizer.
- The *Neighborhood Notification* (Section Q) must specify the area of the street being closed and the event organizer must ensure affected residents are properly notified.

CONCLUSION

Thank you for taking the time to read this GUIDE; we hope it will prove useful in planning your event. Be sure to contact the Special Events Permitting Coordinator throughout the application process. While you may have direct contacts for specific staff members, please direct your correspondence to Special Events Permitting so that there will be a central point of contact. This will help ensure that City staff and your event team is on the same page. For larger events, the *Conditions of Approval* will include a Contact List for the duration of your event.

The following documents are referenced in sections of this GUIDE. All required forms and any associated fee(s) should be submitted in conjunction with your Special Event Permit Application.

- [Insurance Worksheet PDF](#) (Section A)
- [Indemnification/Hold Harmless PDF](#) (Section B)
- [Illicit Discharge Letter PDF](#) (Section I)
- [NFPA Food Truck Safety PDF](#) (Section I)
- [Hydrant Meter Permit PDF](#) (Section J)
- [Hydrant Meter Use Agreement PDF](#) (Section J)
- Island County Disposal Forms: (Section O)
[Utility Customer PDF](#) [Non-Utility Customer \(PDF\)](#)

We are excited you have decided to host your event in the City of Oak Harbor and we look forward to working with you!

Special Events Permitting Insurance Worksheet

This worksheet is meant to accompany the information in the Special Events Permitting Guide, Section A: Insurance Requirements. This does not need to be submitted but is a tool to help organizers ensure they meet the MINIMUM insurance requirements, types, and amounts. The requirements for your event may be determined to be higher, depending on the features, at the discretion of the City Attorney.

All events are required to have Commercial General Liability insurance with coverage at least as broad as ISO occurrence form CG 00 01, in the following minimum amounts:

- ☐ \$1 Million Per Occurrence
- ☐ \$2 Million General Aggregate
- ☐ \$1 Million Products – Completed Operations Aggregate
- ☐ Event Name and Event Dates (including set-up and tear-down dates)
- ☐ City of Oak Harbor, address: 865 SE Barrington Drive, Oak Harbor, WA, 98277
- ☐ City as Additional Insured, with coverage at least as broad as ISO form CG 20 12

Events with alcohol (in addition to above):

- ☐ \$1 to \$5 Million Liquor Liability coverage, naming the City of Oak Harbor as an additional insured. Either the event coordinator or the alcohol provider/server can provide this coverage

Events with fireworks (in addition to above):

- ☐ \$1 to \$5 Million Liability coverage, naming the City of Oak Harbor as an additional insured, provided by the professional pyrotechnic vendor

Events with Rides/Inflatables/Carnivals on City Property (in addition to above):

- ☐ Minimum \$1 Million Commercial General Liability insurance, naming the City of Oak Harbor as an additional insured, provided by the professional amusement ride vendor

Events with sporting events (in addition to above):

- ☐ Minimum \$1 Million participant liability coverage

Events with parades and autos (in addition to above):

- ☐ Permittee must require and ensure that every vehicle parade entrant have auto liability insurance. All other vehicles associated with any special event must have auto liability insurance, as required by State law

Events with food vendors (in addition to above):

- ☐ Minimum \$1 Million General Liability Insurance, including Products/Completed Operations coverage. Permittee is responsible to require this coverage from each food vendor

Other types and amounts of insurance may be required, as determined by the City Attorney

Park Reservations

Questions to Answer

- Year-round reservations or only between specific dates (high season)?
 - Ellensburg: Months of June through September (inclusive)
 - Puyallup: At least May-September (inclusive)
 - Resets each January?
 - Yakima: January through December
- Scope?
 - Whole park reserved?
 - Portion of park reserved?
 - Specific amenities reserved (e.g., gazebo, picnic table)?
 - Location-specific?
 - Time frames for rental
 - Full day?
 - Yakima: 09:00-Dusk
 - Half day?
 - Yakima: 09:00-14:30 or 14:30-Dusk
- Fees?
 - Different for residents vs. non-residents?
 - Puyallup distinguishes
 - Yakima distinguishes for amenities, e.g. picnic tables.
 - Ellensburg does not appear to do so
 - If yes, do we count Roslyn or other Upper County residents as Cle Elum residents?
 - Ellensburg:
 - 1-50 people: \$31.50
 - 51-100 people: \$42.00
 - 101-200(+): \$63.00
 - Yakima (fee sheet attached):
 - Shelters
 - \$10 non-refundable app fee included in fees below
 - Resident:
 - Half day: \$70
 - Full day: \$95
 - Non-Resident:
 - Half day: \$100
 - Full day: \$130
 - Special Event Fees for Parks
 - 1-50 participants: No extra special event fee

- 51-100 participants: add \$85.00
 - 101-200 participants: add \$110.00
 - 201-300 participants: add \$210.00 + deposit + site supervisor
 - 301-400 participants: add \$310.00 + deposit + site supervisor
 - Use of Inflatables
 - Additional \$50 fee
- Enforcement?
 - Should CERPDP be responsible?
 - Yakima: YPD enforces in the event someone squats on reserved space and refuses to vacate upon being shown receipt
 - Signage?
 - QR code to site showing active reservations?
 - Reservation-specific signs?
 - None?
- Additional Documentation
 - Liability waiver?
 - Yakima requires, particularly when inflatables are used
 - Different than current Hold Harmless Agreement?
 - Park usage agreement?
 - Puyallup requires based on number of participants
 - Unsure of threshold
 - Puyallup sample attached
 - Should it matter?
- Additional Policies
 - Cancellation/Refund
 - See Yakima example
 - Inclement Weather
 - Yakima does not give refunds in cases of inclement weather
- Management Systems:
 - Puyallup: CivicPlus
 - I've already asked Rob to look into this module
 - Ellensburg: ActivityReg
 - Yakima: SportSites
 - Pierce County: ActiveCommunities

Park Reservations

Park reservations and Picnic Shelter reservations can be made online at www.yakimaparks.com or by filling out an application at the Public Works building located at 2301 Fruitvale Blvd. The application and fee must be collected in order to confirm your reservation. Picnic Shelters are available year round.

Picnic Shelter Fees (includes \$10 non-refundable application fee):	Resident	Non-Resident
Half Day Rental (9:00am - 2:00pm or 2:30pm-dusk)	\$70/half day	\$100/ half day
Full Day Rental (9:00am - dusk)	\$95/all day	\$130/all day

Special Event Fee:

Citizens wishing to schedule an event in one of the City of Yakima Parks will be required to pay a special events fee to cover additional maintenance such as refuse, portable toilets, etc. Fees will be based on anticipated attendance.

1-50 participants	No extra special event fee
51-100 participants	add \$85.00
101-200 participants	add \$110.00
201-300 participants	add \$210.00 + deposit + site supervisor
301-400 participants	add \$310.00 + deposit + site supervisor

Please leave motorized vehicles in designated parking areas. In other words, **Don't Drive or Park in the Grass**. Please leave alcoholic beverages and unleashed pets at home. Confine your fires to the barbeque grills and your litter to the proper containers. If there are people in the area you have reserved and they won't move after you show your receipt, please call the Police at (509) 454-2350.

Inflatables - Inflatables (inflatable jumpers, bounce house, inflatable slides) are allowed in our parks as part of the park reservation, however, you are required to complete a liability waiver and have a certificate of insurance and use a generator (No jumpers with water slide). An additional \$50 fee is also required.

Cancellation/Refund Policy - Picnic shelter cancellations must be made at least 30 days in advance of the reservation date to be eligible for a refund. The amount refunded will be 50% of the reservation fee, excluding \$10 non-refundable application fee. Requests must be made in writing or in person by the contracted renter at the parks and recreation office. Refunds for online reservations will be charged a 3.5% transaction fee. (Restrooms are closed for the winter: October 1st - April 15th. Porta Potties are available at some of the parks.)

Inclement Weather Policy - Sorry, no refunds will be made due to inclement weather. For more information call (509) 575-6020.



Park Usage Agreement

Puyallup Parks & Recreation • 808 Valley Ave NW • Puyallup, WA 98371

Office: 253-841-5457 • Fax: 253-770-3369

<http://www.cityofpuyallup.org/services/parks-recreation/city-puyallup-parks/>

Name of Applicant		Date
Address/City/State/Zip		
Phone Number		Email Address
Type of Rental (what kind of event)	Date(s) Requested (mo/day/yr)	Time (include setup, take down & cleaning) From: To:
Park Rental Information		
Name of Park		Do you also need to rent the park shelter? Yes No
Estimated Attendance	Is the event open to the public? Yes No	Will you be selling merchandise? Yes No
Name of Organization		Non-Profit? Yes No
Is there a participation fee? Yes No	Is the event a fundraiser? Yes No	Is food being served? Yes No
Will there be amplified music/sound? Yes No	Do you plan to have music at your event? Yes No	Do you need the use of electrical outlets? Yes No
Are you planning to setup tents, canopies, or other structures? If yes, please explain in detail below. Please attach a site plan with this agreement.		
Insurance Information		
An insurance certificate with at least \$1,000,000 per occurrence with the City of Puyallup named as an additional insured, is required by organizations for any special event held in a City park.		
Amount \$	Insurance Co. Name	Policy #
The undersigned hereby applies to the City of Puyallup for use of the above park and certifies the information is correct and furthermore agrees to abide by all ordinances, policies, and rules and regulations, which may apply. The applicant shall indemnify and hold harmless the City of Puyallup, its elected and appointed officials, its employees and agents from and against any and all claims, demands, suits, actions, payments and judgments as a result of injury or death of any person or property damage to any property sustained by applicant or any other persons which arise from or in any manner grow out of any act or omission on or about said park by applicant, its agents, guests, or employees, in the execution of this park usage agreement including any and all expenses, legal or otherwise, incurred by the city or its representatives in the defense of any suit or claim. Such indemnity shall not include claims arising as a result of the sole negligence of the City of Puyallup, its elected and appointed officials, its employees and agents.		
Application Agreement		
I certify the information that I have provided on this form is true and accurate to the best of my knowledge. If the event plans change, I will submit a revised form or additional information accordingly. All information contained in this form is subject to public disclosure.		
Applicant Signature	Applicant Printed Name	Date
☐ By checking this box as an electronic signature, I agree to all the terms and conditions that may apply to the Park Usage permitting process and agree that all information contained in this application is true and correct to my knowledge.		
*** FOR OFFICE USE ONLY ***		
Date Application Received:	Park Usage Fee: \$	Other Fees: \$
Date Park Usage Fees Paid:	Total Amount Paid: \$	Receipt #:
Approved by and Date Approved:	Distribution to Parks	Distribution to Police



Park Usage Agreement Information

Park Usage Fees

Special Event Permit Fees

- Rentals must be a minimum of 3 hours. \$50/hr

**Additional fees may apply for park clean up and security.*

***Runs with large number of participants may be restricted to the Riverwalk Trail.*

- Have your Park Usage Agreement with you during event to show proof of rental.

Park Usage Categories

- **Special or Community Event** - Activities, events, programs, ceremonies, meetings, services, or other gatherings that are open to the general public. (Activities that are in direct competition to City recreation programming may be denied.)
- **Concerts in City Parks** are not permitted unless they are part of a City sponsored event or festival. City sponsored events may either be in the form of in-kind donations for longstanding events which have become a community tradition, or in the form of grant funding awarded by the City for the event

A concert is defined as a live music performance in front of an audience. Special Events that include a live musical performance as part of an overall event and have no more than two performers with a portable PA system will be considered for approval. No live performance of any type will be allowed if the City determines that such live performance is likely to create a public nuisance or public disturbance noise. No bands or amplification of performers utilizing sound boards or large speaker systems are allowed. Amplification should not be audible beyond 100 ft. of the stage area by a person of normal hearing. See also, PMC 6.16.050 Public nuisances and disturbance noises.

• *Example event: Gathering in the Park that includes a presenter/speaker with musical performance of 1-2 musicians intermixed throughout the event. If the event consists substantially of musical performances then it would be considered a concert and would not be approved.*

• *Example of Portable PA System – Rockville RPG2X10 Powered Bluetooth and 2 10" speakers or similar system. Limit of two speakers. <https://www.rockvilleaudio.com/rpg2x10-v2/>*

• *Use of the Rotary Stage for events will not be allowed if there is an event scheduled at the Pioneer Park Pavilion*

• *Events that impact overall park use, parking or surrounding traffic may be required to submit a Special Events Permit to the City Special Event Team for approval. Events that anticipate an attendance of 300 or more shall be required to submit a Special Event Application.*

Guidelines

- No driving of vehicles in parks. All items brought into park must be hand-carried in.
- The display or consumption of alcoholic beverages is prohibited in parks or picnic facilities.
- Do not subcontract park rental without prior Parks and Recreation Department approval.
- Smoking is prohibited in City parks.
- All dogs must be on a leash and owners shall be liable for any injury or damage caused by their dog.
- No park use of any kind after dark without written permission of the Parks and Recreation Director.
- All parks are open to the public no matter what activity/event is scheduled.
- Use of any loudspeaker or mechanical means of amplification is prohibited unless written permission has been received. Sound from the amplification may not be heard over 20 feet from the source.
- Fireworks or weapons are not permitted in any park without written permission.
- Open fires are not permitted in any park, except at areas designated by the Parks and Recreation Department.
- Inflatables (including slides and bounce houses) are not allowed in City of Puyallup Parks. Only City sponsored events may use state certified inflatables with certified operators.
- When your event is over, place all garbage in trash cans and clean up the area. A recycle plan for larger events will be required.
- Submittal of site plan must accompany Park Usage Agreement. A Stormwater Pollution Prevention Plan (SWPPP) may be required.
- An insurance certificate with at least \$1,000,000 per occurrence with the City of Puyallup named as an additional insured, is required by organizations for any special event held in a City park. (Form "20 26" or "20 12")

Payments

Cash, credit card, and checks (payable to City of Puyallup) are acceptable forms of payment.

Questions

For any questions, please contact the Puyallup Recreation Center by phone at 253-841-5417 or email bcarter@puyallupwa.gov.

***Updated 12.13.2023**



City of Puyallup
Pioneer Park Pavilion
330 S Meridian
Puyallup, WA 98371
Office: (253) 841-5518

PIONEER PARK PAVILION RENTAL AGREEMENT

Name or Group _____ Person in Charge _____
Address _____ City _____ Zip _____
Work/Home Phone _____ Cell Phone _____
E-mail Address _____
Alternate Contact _____ Phone _____
Check if: ☐ One Time Only ☐ Weekly Circle: Sun Mon Tue Wed Thu Fri Sat
Starting Date _____ Ending Date _____
Set-up _____ am/pm Event From _____ am/pm To _____ am/pm Clean up Until _____ am/pm
Total Number of Hours Per Use _____
Tables Required # (49 max) _____ Chairs Required # (400 max) _____
Purpose of Use _____
Number of People Expected: _____ Adult _____ Youth _____
Admission Fee to be Charged ☐ Yes ☐ No \$ _____ per (Person/Couple)
Will Items be Available for Sale? ☐ Yes ☐ No Describe _____

Will Alcoholic Beverages be Available for Consumption (whether sold or not)? ☐ Yes ☐ No
Applicant/Organization Comprehensive Liability Insurance
Amount \$ _____ Insurance Co. Name _____ Policy _____

The Pioneer Park Pavilion is a Non-Smoking Facility.

The undersigned hereby applies to the City of Puyallup for use of the above facility and certifies the information is correct and furthermore agrees to abide by all ordinances, policies, and rules and regulations, which may apply. The applicant shall indemnify and hold harmless the City of Puyallup, its elected and appointed officials, its employees and agents from and against any and all claims, demands, suits, actions, payments and judgments as a result of injury or death of any person or property damage to any property sustained by applicant or any other persons which arise from or in any manner grow out of any act or omission on or about said facility by applicant, its agents, guests, or employees, in the execution of this rental agreement including any and all expenses, legal or otherwise, incurred by the City or its representatives in the defense of any suit or claim. Such indemnity shall not include claims arising as a result of the sole negligence of the City of Puyallup, its elected and appointed officials, its employees and agents. The document entitled Pioneer Park Pavilion Rules and Fees is incorporated herein by this reference.

Signed _____ Date _____

OFFICE USE ONLY

Date Application Received _____ By _____ Deposit Amount \$ _____ Receipt # _____
Date Balance Received _____ By _____ Balance Amount \$ _____ Receipt # _____
Date Damage Deposit Rec'd _____ By _____ Deposit Amount \$ _____ Receipt # _____
Date Linen Rental Rec'd _____ By _____ Linen Rental \$ _____ Receipt # _____
Equipment Setup Fee _____ By _____ Setup Fee \$ _____ Receipt # _____

Approved By _____ Date _____

PIONEER PARK PAVILION RULES AND FEES

Availability: 8:00 am to 1:00 am Friday and ***Saturday**
8:00 am to 11:00 pm Sunday through Thursday

1. This approved reservation form authorizes the designated group use of the facility. The person in charge must have this form in their possession during the event.
2. "Force Majeure - Neither Party shall be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor due to any likely or unforeseeable conditions stated above."
3. Facility deposit: 50% of total fee payable upon reservation. Balance due 60 days prior to the rental date. Not refundable unless time period is re-rented.
4. Noise Restrictions - live bands, DJ music, or amplified voice from inside of the Pavilion shall not violate the levels set forth in WAC [173-60-040](#) between 10:00pm and 7:00am. Noise levels must be under 70 dBA outside of the building. Violation of Puyallup's noise ordinance can result in event cancellation.
5. Do not tamper with AV equipment, circuit breakers, light plugs or rest room fixtures.
6. Satisfactory Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence shall be required for all events scheduled at the Pioneer Park Pavilion. The Commercial General Liability Insurance must name the City of Puyallup as an "ADDITIONAL INSURED". If alcohol is being served the liability insurance shall include coverage for "liquor liability" with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to reflect that the Applicant's insurance coverage shall be primary insurance as respect the City of Puyallup. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Puyallup shall be excess of the applicant's insurance and shall not contribute with it. The Certificate of Insurance and acceptable endorsement, shall be furnished to the City of Puyallup before use of the facility.
7. Vehicle access to the building from the south side only. No vehicles on the north patio or the floor of the building.
8. No outside banners advertising events except where specifically designated or provided for such purpose. Inside decorations allowed as approved by the Parks and Recreation Department.
9. Rentals allowed up to 200 calendar days per year by any single party.
10. Prioritization is first come, first served. Reservations may be taken 18-months in advance on a rolling 18-month period.
11. At the discretion of the Parks and Recreation Director, renters may be required to provide security personnel for their event.
12. The Pioneer Park Pavilion is a non-smoking facility.
13. The use of the Pioneer Park Pavilion extends to the use of the Building and North Patio area. Use of Pioneer Park will be limited to current park hours.
14. The City of Puyallup may refuse rental or terminate this agreement at any time if in the opinion of city staff the rental may create a nuisance, pose a health or safety risk, or if applicant or event attendees violate any law, rule, or regulation.
15. Applicant waives any action or claim for damages relating to the subject matter of this agreement, or arising from an alleged breach of this agreement, or a revocation of the agreement hereunder. Such claims shall include, but are not limited to, lost opportunities and consequential or incidental damages. THE CITY SHALL NOT BE LIABLE TO APPLICANT OR OTHERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY), OR OTHERWISE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF THE CITY'S PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, BREACH OR DEFAULT UNDER THIS AGREEMENT, OR THE USE OF, INABILITY TO USE OR RESULTS OF USE OF THE LICENSE UNDER THIS AGREEMENT, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Pioneer Park Pavilion will not be available to any group or organization that promotes discrimination, or has a record of discrimination on the basis of race, creed, color, national origin, families with children, gender, marital status, age, sexual orientation, or the presence of any sensory, mental or physical disability. Permission to use the facility does not constitute an endorsement of a group's philosophies, policies, or beliefs.

*** The Pioneer Park Pavilion is not available for full-day rentals on Saturdays mid-April through mid-October.**

Pioneer Park
PAVILION



2025
*Rental
Information*

PIONEER PARK PAVILION

**330 S. Meridian
Puyallup, WA 98371
(253)841-5518**

**Contact: Puyallup Parks & Recreation
(253)841-5518 - Office**

E-mail: ellen@puyallupwa.gov

Shown by appointment only

Capacity

The facility accommodates up to 350 guests in banquet style seating with a maximum occupancy for assembly at 558.

Price Range

Varies according to event, date, number of hours.

Catering

Licensed catering is required for most events. Renters are welcome to select the licensed caterer of their choice.

Types of Events

Meetings, seminars, company or holiday parties, retreats, reunions, proms, trade shows, banquets, birthdays, anniversaries, weddings, receptions and more...

Availability and terms

Reservations are accepted up to 18 months in advance. A 50% deposit and completed rental agreement is required to secure a date. A refundable damage deposit is required. Event insurance is required for all rentals.

Description of Services and Facility

ADA: complies with all ADA regulations

Banquet Services:

- **Seating:** chairs and round tables provided
- **Servers:** service staff provided by caterer
- **Bar Facilities:** caterer or renter arrange for all beverage service and the requisite banquet permit
- **Dance Floor:** area available for dance floor
- **Linens:** available for fee or can be provided by renter/caterer
- **China and Serviceware:** provided by caterer
- **Decorations:** we are flexible and happy to review renter's plan
- **Clean Up:** renter is responsible for clean up

Special Services:

Pavilion staff remain on site during your event. Audio/Visual Equipment and a Portable Stage are available.

PUYALLUP'S MOST VERSATILE EVENT FACILITY

The Pioneer Park Pavilion opened in 2004 and is conveniently located in lovely Pioneer Park in Downtown Puyallup. With a large 8600 sq. ft. multi-purpose room, Pioneer Park Pavilion is the perfect facility for your special event. Our staff will work with you to ensure that all of your needs are met and that your event is a great success.

PIONEER PARK PAVILION

RENTAL INFORMATION

Rental Procedures

1. Reservations must be made through the Pioneer Park Pavilion Supervisor.
2. A completed rental agreement must be submitted with the appropriate deposit to secure your date.
3. Prioritization is first come, first served. Reservations may be taken 18 months in advance on a rolling 18-month period.
4. **Noise Restrictions** - live bands, DJ music, or amplified voice from inside of the Pavilion shall not violate the levels set forth in WAC [173-60-040](#) between 10:00pm and 7:00am. Noise levels must be under 70 dBA outside of the building. Violation of Puyallup's noise ordinance can result in event cancellation.
5. The person requesting the reservation must be at least 21 years of age and plan to be present at the event. The applicant will be responsible for all aspects of the use, including payment of fees and deposits, as well as for any damage to equipment or property above and beyond the deposit.
6. Allow time for set up/decorating and at least one hour for clean up within your reservation time.
7. Appropriate certificates of insurance with minimum coverage limits will be required from user organizations, sponsors, hosts, and/or caterers, depending on the type of event proposed.
8. **If alcohol will be present at a function, the renter must meet all obligations of the Washington State Liquor Control Board. Renter must obtain a Banquet Permit two weeks prior to the event. A copy of the permit must be provided to the Pavilion Supervisor and a copy must be posted in the building during the event.**

Payment Procedures

1. A facility deposit of 50% of the total fee is payable upon reservation. The balance is due 60 days prior to the event. The damage deposit is due 14 days prior to the event. In the event of a cancellation, **the deposit is not refundable unless the time period is re-rented.**
2. The damage deposit will be refunded following your event provided there are no damages to the equipment or building as a result of your use, and renter exits the building at the agreed upon time. If the Pavilion Supervisor determines there has been any damage or clean up issues, the renter will be contacted within two working days to discuss damage/clean up issues. Any damages above and beyond the deposit will be the renter's responsibility, with the renter being invoiced by the City of Puyallup.
3. If your deposit is made by check or cash, a refund check will be sent to the renter. It normally takes 2-3 weeks to process the refund and for the check to be sent. If your deposit is made on a credit or debit card, your refund will be credited back to your card.

Set Up & Clean Up

1. Set up and clean up are included in the rental time. At least one hour of cleanup is required for all events.
2. Pavilion staff will be on site to setup tables and chairs as per agreed upon arrangement.
3. Pavilion staff will also be responsible for setup of all City owned audio/visual equipment.
4. Renter will be responsible for clean up at the end of the event to include: Removal of all decorations, garbage in trash bags and placed in dumpster, general pick up of facility. A clean up list is provided and discussed at the final renter meeting.
5. Pavilion staff will be responsible for take down & removal of tables, chairs, staging, and all city owned audio/visual equipment.

PIONEER PARK PAVILION FEE SCHEDULE - 2025

Saturday and Holidays (6 hours)	\$2500.00 – 6 hours
(6-hour minimum) includes set up and attendants	
-Additional set up, clean up, event hours	\$ 125.00/hr
Friday (6 hours)	\$2200.00 – 6 hours
(6 hours minimum) include set up and attendants	
-Additional set up, clean up, event hours	\$ 125.00/hr
Sunday (5 hours)	\$1700.00 – 5 hours
(5-hour minimum) includes set up and attendants	
-Additional set up, clean up, event hours	\$ 125.00/hr
Monday-Thursday: (any 4 hours between 4 -11 pm)	\$ 850.00 – 4 hours
(4-hour minimum) includes set up and attendant	
-Additional set up, clean up, event hours	\$ 100.00/hr
Monday-Thursday: (any 4 hours between 8 am – 4 pm)	\$ 500.00 – 4 hours
(4-hour minimum) includes set up and attendant	
-Additional set up, clean up, event hours	\$ 100.00/hr
Full Day Rental:	
Monday – Thursday (8:00 am – 11:00 pm)	\$2000.00
Friday (8:00 am – 1:00 am)	\$3200.00
Saturday (8:00 am – 1:00 am)	*\$4000.00
Sunday (8:00 am – 11:00 pm)	\$3000.00

***Saturdays are not available for full-day rentals mid-April through mid-October. Rental time starts at 4pm.**

Rehearsal hours (subject to availability-2-hour minimum)	\$ 40.00/hr
Damage Deposit – per use (refundable) no alcohol	\$ 300.00
w/ alcohol	\$ 800.00

Consecutive Day Rentals: If a user group rents the Pavilion for 4 consecutive days or more they will receive a 20% discount on rental fees.

In the event that extra staffing is required to adequately supervise the facility and event, the renter will be charged \$25.00 per hour per additional staff member. This decision will be at the discretion of the Parks and Recreation Director or Pioneer Park Pavilion Supervisor.

AVAILABILITY: - **Fees and Availability are subject to change**

8:00 am to 1:00 am on Friday and *Saturday (full-day Saturdays available mid-October thru mid-April).

8:00 am to 11:00 pm on Sunday through Thursday

(Earlier hours may be requested to accommodate an early morning event)

The Pavilion is not available for rental on Thanksgiving Day, Christmas Day, New Years' Eve, New Years' Day, and Easter.

**** - If the event requires security, all cost for the security will be paid by the renter. The renter must arrange security for their event with the Pavilion Supervisor 30 days prior to rental date. Cost for security varies depending on the number of security personnel required.**

Rental Rates for Table Linens

Table Cloth (85x85) for Round Tables \$10.00 each

- Available in White, Ivory, Burgundy, Green, Black, Sandalwood, Red, Purple, Burgundy/Rose*, Ivory/Rose*

Table Cloth (54x120) for Rectangular Tables \$10.00 each

- Available in White, Ivory, Burgundy, Black, Sandalwood, Red, Burgundy Rose*

Table Cloth (54x54) Overlay \$3.00 each

- Available in White, Ivory, Burgundy, Dusty Rose, Green, Black, Sandalwood, Red, Navy, Seafoam Green, Cadet Blue, Purple, Violet*, Red Check*, Blue Check*, Pink*, Yellow*

Napkins \$.25 each

- Available in White, Ivory, Burgundy, Dusty Rose, Green, Black, Sandalwood*, Red, Navy, Seafoam Green*, Cadet Blue, Purple*, Violet*, Red Check*, Pink, Yellow*, Lt. Blue, Gray, Rust, Gold*, Teal, Brown, Tangerine*

***Limited Quantities Available – availability must be verified with the linen service.**

Linens are delivered and picked up at the Pavilion. Renters are responsible for placing linens on the tables. At the end of the event, renter is responsible for placing used linens in linen bags for pick up.

Pavilion Equipment Fees

Staging

9 – 4' x 8' sections available in the building	\$ 25.00 – 4 sections or less
	\$ 50.00 – full stage

Pipe & Drape

Approximately 100' black drape available for setup	\$ 50.00 – setup fee
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“THE PLACE TO BE”

General Facility Rules

- **Smoking is prohibited in the Pavilion and in Pioneer Park by City Ordinance. Violators may be cited.**
- **Service animals only permitted in the Pavilion.**
- Appropriate certificates of insurance with minimum coverage limits will be required from user organizations, sponsors, hosts, and/or caterers, depending on type of event proposed.
- If renter has alcohol at an event, it is renter's responsibility to provide a Banquet permit for the event. Permits are available online at: <https://lcb.wa.gov/licensing/banquet-permits>. The permit must be posted at the Pavilion during the event. **If you will be selling alcohol at your event, please contact the Pavilion Supervisor immediately as there are different permit requirements (which must be submitted 30 days prior to the event).**
 - **Last Call for alcohol shall be 30 minutes prior to the scheduled event end time.**
 - **A Licensed bartender or Licensed Bar Service is required for events with over 100 guests at which alcohol is served.**
 - **Licensed Bar Service is required for ALL youth events at which alcohol is served.**
- Exits may not be blocked by tables, chairs, staging, decorations, etc.
- City noise ordinances apply for Pavilion events. Staff will monitor noise levels and renters are responsible for keeping music at reasonable levels, per Puyallup Municipal Code 6.16.050.
- **Decorations must be approved by Pavilion Supervisor prior to the event.**
 - *No rice, birdseed, sparklers, confetti, confetti balloons, or glitter allowed inside or outside the facility. No artificial flower petals are allowed for outside ceremonies.
 - If you are planning to have lit candles at your event you will need to request an open flame permit from the Puyallup Fire Department. **Requests for an open flame permit should be done a minimum of 30 days prior to your event. *(Renters must follow all restrictions of Central Pierce Fire & Rescue).** No candelabra, tapered or pillar candles are allowed unless enclosed in an approved candle holder.
 - All decorations should be floor mounted, on tables, stage area, etc.
 - **Do not use tape, tacks, nails, staples, wire or putty on walls, floors, chairs or tables.**
 - All decorations must be removed before departure.
 - **Helium balloons are discouraged as they can set off the fire alarm. If balloons are used they must be tightly secured and removed at the end of the event.**
- All equipment must remain inside the facility. If you plan to have outdoor seating/dining, it must be approved by the Pavilion Supervisor. Tables & chairs may be available for outside patio use, weather permitting.
- Do not tamper with circuit breakers, Audio/Visual equipment, HVAC, light plugs or restroom fixtures.
- **Vehicle access to the building from the south side only. (There will be no vehicles allowed on the north or east patios or the floor of the building.)**
- No outside banners advertising events except where specifically designated or provided for such purpose.
- Monitor the actions of your guests. Make sure that the facility and equipment are treated respectfully.
- Work with the staff to ensure that facility and all equipment, etc. are left as they were found upon arrival.
- Please monitor children. Children under the age of 12 must be supervised by an adult at all times.

Requirements for **Security, Licensed Catering & Bar Service, or Additional Staffing

- At the discretion of the Parks and Recreation Director, renters may be required to provide security personnel for their event.
- Events with over 300 people may require an additional staff person at the rate of \$25.00 per hour (at the discretion of the Pavilion Supervisor – based on set up requirements).
- Events serving alcohol with over 100 people will be required to have licensed bar service for their event and licensed catering. Proof of business licenses will be required 14 days prior to the event.
- Events serving alcohol with over 300 people will be required to have licensed bar service for their event and licensed catering. Proof of business licenses will be required 14 days prior to the event. In addition, security will be required for the event. Security must be arranged with the Pavilion Supervisor and the cost will be paid by the renter.
- Any youth event serving alcohol will require licensed bar service and licensed catering. Proof of licenses will be required 14 days prior to the event. For events in excess of 200 in attendance, security will be required for the event.
- The Pavilion Supervisor shall determine the required number of security personnel and additional staff. The renting host is obligated to pay the City 30 days in advance for the cost of providing the security and additional staff. Please consult with the Pavilion Supervisor to determine the required number of security personnel, additional staff, and related costs.
- **All groups may be required to provide a Point of Contact at the Pavilion entry to work with Pavilion Staff and Security to ensure that invited guests only are allowed into the event.**

**** - If the event requires security, all cost for the security will be paid by the renter. The renter must arrange security for their event with the Pavilion Supervisor at least 30 days prior to rental date. Cost for security varies depending on the number of security personnel required.**

Events that exceed limits of guests without appropriate bar service, licensed catering, or security will be cancelled by Pavilion staff. No refunds will be given for cancellation of events due to renter not meeting above listed requirements.

Insurance Requirements

- Satisfactory Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence shall be required for all events scheduled at the Pioneer Park Pavilion. The Commercial General Liability Insurance must name the City of Puyallup as an “ADDITIONAL INSURED”. If alcohol is being served the liability insurance shall include coverage for “liquor liability” with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to reflect, that the Applicant’s insurance coverage shall be primary insurance as respect the City of Puyallup. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Puyallup shall be excess of the applicant’s insurance and shall not contribute with it. The Certificate of Insurance and acceptable endorsement language shall be furnished to the City of Puyallup before use of the facility.
- **Self-Provided Insurance For Corporations and Nonprofits:**
Corporations and registered organizations (profit and nonprofit) can supply a copy of their group’s existing policy, which must include:
 - Commercial Liability Insurance Certificate with:
 - City of Puyallup listed as additional insured
 - Coverage in the amount of \$1 million per occurrence
 - Liquor liability included and indicated on the policy (if served)
- **Purchased Insurance For All Events**

For all private events (and corporations or organizations that cannot supply an adequate existing policy), special event insurance can easily be obtained by purchasing a single event policy through the City’s approved insurance provider – Washington Cities Insurance Authority at:

<https://app.gatherguard.com/> - **Pioneer Park Pavilion** venue code: **0465-390**

The cost varies based on the event size and type, length of event and alcohol service.



Rules for Pavilion Events

- Only the renting host or a licensed caterer may bring alcohol to, and furnish alcohol at, any event. Guests are prohibited from bringing alcohol to, or furnishing alcohol at, the event. Alcohol service must follow Washington State Liquor and Cannabis Board guidelines.
- All alcohol for consumption must be served from a designated bar area that is approved by the Pavilion Supervisor. Licensed bartenders are required for most events.
- If alcohol is served (and when required by the Pavilion Supervisor), the renting host must station a person or persons at the Pavilion entrance throughout the event to screen for uninvited individuals. Uninvited individuals are not authorized to enter the Pavilion.
- Alcohol consumption is prohibited outside of the Pavilion. If requested, the Pavilion Supervisor may authorize consumption on the north Pavilion patio within an enclosed area.
- Smoking of any kind is prohibited in the Pavilion, Pioneer Park, or adjacent parking lot.
- In order to ensure safety, adequate lighting must be maintained in the Pavilion during all events. Pavilion staff will control lighting if necessary.
- As a condition of renting the Pavilion, the Pavilion Supervisor **MAY** require security and additional event staff. The Pavilion Supervisor shall determine the required number of security personnel and additional staff. The renting host is obligated to pay the City, in advance, for the cost of providing the security officers and additional staff. Please consult with the Pavilion Supervisor to determine the required number of security officers, additional staff, and related costs.
- In order to ensure compliance with Pavilion rules or enhance security, the Pavilion Supervisor may station additional Pavilion staff at Pavilion entrances and exits. The cost of the additional staff shall be borne by the renting host.
- Please be aware that guests who enter or remain in Pioneer Park after closing may be cited for violating park rules.
- Glass roll-up doors must remain closed anytime music is playing. Staff will monitor noise levels and renters are responsible for keeping music at reasonable levels, per Puyallup Municipal Code 6.16.050. Only City sponsored events may have live music/DJ's on the Pavilion's patio.
- The City of Puyallup may refuse rental or terminate this agreement at any time if in the opinion of city staff the rental may create a nuisance, pose a health or safety risk, or if applicant or event attendees violate any law, rule or regulation or significantly exceed attendance stated on the rental agreement.
- Per Puyallup Municipal Code 5.40 <https://www.codepublishing.com/WA/Puyallup/5.40>, events held at the Pioneer Park Pavilion charging admission will be responsible for paying admission tax of one cent on every 20 cents or fraction thereof for any activities, excluding non-profits and school events.
- The maximum capacity of the Pavilion is 558 people at assembly seating and 350 at round tables (per fire code). The maximum capacity shall not be exceeded.



PAVILION CLEAN UP CHECKLIST

Event Date _____ Person in charge of cleanup _____

Kitchen

- _____ All counters and sinks must be cleaned and dry
- _____ All appliances must be emptied and cleaned.
- _____ Warming drawers must be left clean, if used.
- _____ Kitchen floor must be swept and mopped.
- _____ Traps (drains) under sink must be cleared of all debris.

Bathroom

- _____ Remove any decorations or items
- _____ Pick up trash from floor

Floors

- _____ All spills of any kind must be mopped up.
- _____ All trash must be picked up.

Garbage

- _____ All garbage cans in the Pavilion must be emptied and garbage must be placed in the dumpster outside the building.
- _____ Trash Can liners must be replaced and tops placed back on can.

Other

- _____ All decorations and items you may have brought into the Pavilion are removed.
- _____ Drinking fountains must be clean and free of food items.
- _____ Tables and Chairs wiped down
- _____ Linens rented from the Pavilion must be removed from tables and placed in linen bags which will be provided by Pavilion staff.

Additional Information

- Cleaning products can be obtained from Pavilion staff.
- Walk through the facility with the Pavilion Assistant prior to leaving to ensure that clean up is complete.
- ***The goal is to leave the Pavilion in the same condition as it was prior to your use. This checklist outlines the minimum requirements for which you are responsible.***

Smoking is prohibited in the Pavilion and in Pioneer Park by City Ordinance. Violators may be cited.

Clean up Completed by: _____ Date _____

Staff Signature: _____ Date _____

*Failure to adhere to these guidelines may result in partial or full loss of security deposit.



“THE PLACE TO BE”

Pavilion Equipment List:

- **60” Round Tables – 49 available**
- **30” X 72” Rectangular Tables – 16 available**
- **Black Stacking Chairs - 400**
- ***Portable Stage (9 – 4’X8’ Sections)**
- ***Pipe & Black Drape – approximately 100’**
- **Podium (small wooden)**
- **Wired Podium**
- **Wireless Microphones - 2**
- **Lapel Microphones - 2**
- **Wired Microphones - 2**
- **Microphone Stands - 2**
- **Projector w/Screen**

***Equipment available for an additional setup fee**

Payment Worksheet

Saturday Rental Rates

Set up/clean up Hours _____ X \$125 per hour = _____
Event Hours _____ - \$2500 for 6 hour minimum = _____
Add'l Event Hours _____ X \$125 per hour = _____
Total Rental Fees = _____
Deposit (50% of total rental to reserve date) = _____
Balance (Due 60 days prior to event) = _____

Friday Rental Rates

Set up/clean up Hours _____ X \$125 per hour = _____
Event Hours _____ - \$2200 for 6 hours minimum = _____
Add'l Event Hours _____ X \$125 per hour = _____
Total Rental Fees = _____
Deposit (50% of total rental to reserve date) = _____
Balance (Due 60 days prior to event) = _____

Sunday Rental Rates

Set up/clean up Hours _____ X \$125 per hour = _____
Event Hours _____ - \$1700 for 5 hour minimum = _____
Add'l Event Hours _____ X \$125 per hour = _____
Total Rental Fees = _____
Deposit (50% of total rental to reserve date) = _____
Balance (Due 60 days prior to event) = _____

Weeknight Rental Rates - Monday-Thursday (4:00 pm – 11:00 pm)

Set up/clean up Hours _____ X \$100 per hour = _____
Event Hours _____ - \$850 for 4 hour minimum = _____
Add'l Event Hours _____ X \$100 per hour = _____
Total Rental Fees = _____
Deposit (50% of total rental to reserve date) = _____
Balance (Due 60 days prior to event) = _____

Weekday Rental Rates – (Monday-Thursday (8:00 am – 4:00 pm)

Set up/clean up Hours _____ X \$100 per hour = _____
Event Hours _____ - \$500 for 4 hour minimum = _____
Add'l Event Hours _____ X \$100 per hour = _____
Total Rental Fees = _____
Deposit (50% of total rental to reserve date) = _____
Balance (Due 60 days prior to event) = _____

Full Day Rental Rates

Monday–Thursday (8:00 am - 11:00 pm) \$2000.00 = _____
Friday (8:00 am – 1:00 am) \$3200.00 = _____
Saturday (8:00 am – 1:00 am) \$4000.00 = _____
Sunday (8:00 am – 11:00 pm) \$3000.00 = _____

Damage Deposit

Due 14 days prior to event @ \$300 (no alcohol) = _____
Due 14 days prior to event @ \$800.00 (with alcohol) = _____

Security – (see requirements)

Due 30 days prior to event – 2 security personnel min. Hourly fees determined by security firm.



“THE PLACE TO BE”

CATERER REFERRAL LIST

Listed below are Caterers who have been recommended to us by other renters or who have previously worked in our facility with positive feedback from staff and customers.

1. **Mama Stortini's**
(253) 604-0600 – www.mamastortinis.com/catering
3207 East Main Avenue, Puyallup, WA
2. **Jonz Catering**
(253) 274-0443 – www.jonzcatering.com
1905 Bridgeport Way West, University Place, WA 98466
3. **Gallucci's Catering Inc.**
(253) 572-6828 – www.galluccis.com
P.O. Box 1333, Tacoma, WA 98401
4. **Snuffin's Catering**
(253) 851-2900 - www.snuffins.com
6745-A Kimball Dr, Gig Harbor, WA 98335
5. **The Vault Catering**
(253) 572-2933 – www.vaultcatering.com
1025 Pacific Avenue, Tacoma, WA 98402
6. **Act 3 Catering**
(425) 251-9102 – www.act3catering.com
279 SW 41st, Renton, WA 98055
7. **The Savory and Sweet Café and Catering Company**
(253) 253-380-7649 – www.savorynsweetcatering.com
201 S Meridian, Puyallup, WA 98371
8. **HG Bistro**
(253) 845-5747 – www.hgbistro.com
1618 E. Main, Puyallup, WA 98372
9. **Georgio's Catering Company**
(253) 576-3094 – www.georgioscatering.com

Bartending Services

Listed below are bartending services who have been recommended to us by other renters or who have previously worked in our facility with positive feedback from staff and customers.

Elevated Spirits Bar Service – (253) 569-9530 – elevatedspirits253@gmail.com

My Perfect Bartender – (253) 951-4771 – www.myperfectbartender.com

Party On The Rocks – (206) 487-4224 - <https://partyontherocks/>

Emerald City Cocktails – (208) 708-4937 – www.EmeraldCityCocktails.com

Pour Girls and Some Guys – (206) 248-2290 – www.pourgirls.com

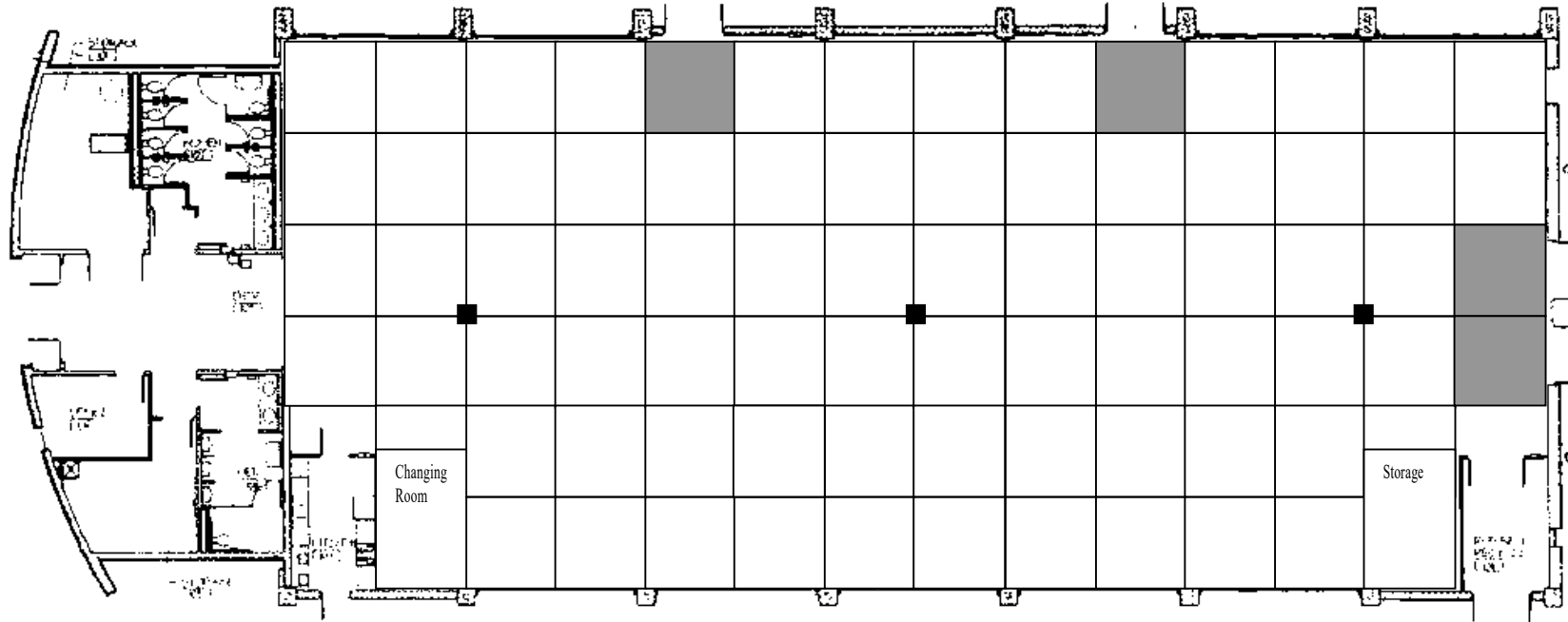
Mama Stortini's - (253) 604-0600 – www.mamastortinis.com

The Vault Catering - (253) 572-2933 – www.vaultcatering.com

Gallucci's Catering Inc. - (253) 572-6828 – www.galluccis.com

Contact vendors to get current pricing.

EVENT _____ **DATE** _____ **PERSON IN CHARGE** _____



- ☐ One round table per square (60"/49 available)
☐ Rectangular table (30" x 72"/16 available)
☐ Stage section (4' x 8'/9 available)

Linens		Round tables		Set up time	
AV needs		Chairs per table		Event time	
		Rectangular tables		Clean up time	
		Stage sections		Catering	
				Kitchen Y ☐ N ☐ Alcohol Y ☐ N ☐	Banquet Permit Y ☐ N ☐ Open Flame Per. Y ☐ N ☐