Facility Rental Application

Office Use Only
Rental #

Return to:

Magnuson Park Events Office
Chelsea Johnson
6310 NE 74th Street, #109E, Seattle, WA 98115

chelsea.johnson@seattle.gov
ph: 206-233-7892
fax: 206-684-4997

Application must be completed, signed & received by the Events office before availability can be confirmed or prices quoted.

- **If an item doesn't apply to your event, please put "not applicable" or "N/A in that box**
- **Initial the attached General Terms & Conditions pages and include them with your application**
- **$25 Processing Fee & Damage Deposit are due when you receive your confirmation. Payment is due within five (5) business days or the reservation will be canceled**
- **Final payment is due 90 days prior to your rental date. If booking within 90 days, all fees are due within five (5) business days**
- **All insurance, other permits or licenses and anything else required for your rental is due 30 days prior to rental date**
- **Any revisions to this application for your rental must be received in writing and approved by the Magnuson Events Office at least 30 days prior to the scheduled rental**

1. APPLICANT INFORMATION

Sponsoring/Producing ORGANIZATION NAME:			
Mailing Address, City, State, Zip	Street Address		
	City, State Zip		
Applicant Contact:	**Name**:	**Secondary Contact:**	**Name**:
	Title:		**Title**:
Phone:	**Cell**:	**Phone**:	**Cell**:
Email:		**Email**:	
Organization/Event Website: http://www.			

2. EVENT INFORMATION

EVENT NAME:		
FACILITY REQUESTED:	Please check the facility to reserve: ☐ Hangar/Building 30 ☐ Workshop/Building 30 ☐ Officers Club/Building 30 West Wing ☐ Conference Room/Building 30 ☐ Brig/Building 406 ☐ Community Center	Describe in detail all indoor spaces you are requesting: *Please note these are mixed use facilities with no exclusive use*

Facility Use: Indicate dates/times you need access to the space. *Include all set up and take down hours.*					**Expected Daily Attendance:** participants	volunteers, staff, spectators
Day 1	Day:	Date:	Start Time:	End Time:		
Day 2	Day:	Date:	Start Time:	End Time:		
Day 3	Day:	Date:	Start Time:	End Time:		
Day 4	Day:	Date:	Start Time:	End Time:		
Day 5	Day:	Date:	Start Time:	End Time:		
Event hours: List the dates/times when the event is open to guests/public					**Total Attendance:** (Add all rows & columns)	
					0	

Are you requesting an outdoor area in the Park as part of your event? ◯ Yes ◯ No	List the outdoor space(s) you are requesting and complete an Outdoor Park Use Permit application:
EVENT DESCRIPTION:	

3. EVENT DETAILS

Has this event been produced before? ◯ Yes ◯ No	Is this an annual event? ◯ Yes ◯ No	Previous Name(s) of event:	How many years?
Are there any changes from previous years? ◯ Yes ◯ No	Describe Changes:		

EVENT TYPE:	☐ Wedding	☐ Athletic Event	☐ Private Party
	☐ Auction	☐ Meeting	☐ Conference
	☐ Festival/Fair	☐ Trade Show	☐ Theatrical
	☐ Concert	☐ Fundraiser	☐ Other:

Is this event public? ◯ Yes ◯ No	Please check all methods by which the event is advertised: ☐ TV ☐ Radio ☐ Online ☐ Billboards ☐ Posters ☐ Advance Ticket Sales ☐ Other:
EVENT SET UP / EQUIPMENT:	Describe the logistics and set up of your event. Attach additional documents if necessary:

☐ Dumpsters # Size:	☐ Generators	☐ Staging/Scaffolding	☐ Booths
☐ Inflatables / Bouncy Toys	☐ Portable Restrooms #_____		☐ Tents / Canopies #_____

The Hangar and Workshop have tables and chairs available to rent for use in those spaces. Will you rent these tables or chairs from Magnuson Park Events? ◯ Yes ◯ No (Hangar & Workshop only)	$6 each - Six-foot rectangular tables Qty: $6 each - Five-foot round tables Qty: $1 each - Black chairs Qty:
Please list additional equipment you are planning to set up for your event:	

4. FEES & PROCEEDS	Admission/Participation Fee? ◯ Yes ◯ No	Amount? $

5. VENDORS	Does your event have vendors selling or distributing food, beverages, merchandise or services? ◯ Yes ◯ No	How many?
	IF YES, please contact The City of Seattle Revenue & Consumer Protection Division at 206-684-8402 or visit http://www.cityofseattle.net/rca/ for Business License and/or Tradeshow License information and requirements.	
10% of all sales (food, beverages, admissions, souvenirs and services) on Parks property is part of the rental contract/rental Fees. These must be tracked accurately and remitted to Seattle Parks and Recreation within 10 days following your event.		

6. AMPLIFIED SOUND/MUSIC	Does your event have any amplified sound? ◯ Yes ◯ No	*The City of Seattle Noise ordinance requires a variance for amplified sound between 7am (9am weekends) and 10pm. To obtain a variance, your event must obtain a special event permit and be approved for a variance.*
7. ELECTRICITY	Indoor rentals include access to standard outlets. For Hangar rentals, see 'Hangar Electrical Information' document on our webpage posted here: http://www.seattle.gov/parks/Magnuson/reservations.htm	

8. FIRE PERMITS	Fire permits may be required for assembly, tents/canopies, candles, open flame cooking, generators, propane tanks and other items. The cost of those permits is not included in the building rental fees. The event organizer must make contact with the Seattle Fire Department and provide information and building event layout at least 90 days prior to the event. The Parks department will not refund any fees as the result of a cancellation due to an event being unable to secure the appropriate permits.

9. ALCOHOL	The sale and consumption of alcoholic beverages is subject to additional laws, permits, regulations and higher insurance limits may be required. Additional permits may be required to serve or sell alcohol at your event. Please describe below any planned alcohol sales, serving or consumption at this event. All servers that are mixing, serving or selling alcoholic beverages must be trained MUST and possess a valid Washington State Liquor Control Board Class 12 mixologist or Class 13 server's license.		
WILL YOUR EVENT HAVE ALCOHOL?	Consumed? ◯ Yes ◯ No	Sold? ◯ Yes ◯ No	Name of the organization that holds the WSLCB Special Occasion or Off-Premise license for the sale of alcohol:
Will minors be allowed into this event? ◯ Yes ◯ No	Please describe your plan to check identification of all persons allowed into alcohol service area:		
10% of all alcohol sales on Parks property must be accurately tracked and remitted to Seattle Parks and Recreation			

10. STAFF & SECURITY	Staff and/or Security may be required for events including (but not limited to) concerts, dances, athletic events, parties, all events with alcohol or events with minors in attendance. Licensed and bonded security may be required for events that meet the above criteria. Seattle Parks Event Management office determines the required number of security. In addition, the Parks department may require the event organizer to hire additional off-duty Seattle Police officers to provide interior and exterior security at the organizers expense.
11. RECYCLE AND TRASH	Washington State law requires vendors and organizers for festivals, sports facilities, special events, and official gatherings to provide recycling containers at events where beverages in cans and/or bottles are sold. See RCW 70.93.093 for complete language.

We have a small garbage dumpster and a small recycle dumpster onsite that your group can access during the rental. Any items that don't fit in those dumpsters will require you to rent additional dumpsters or remove your trash/recycle from the park at the end of your event.

Will you be managing your own waste and recycle? ◯ Yes ◯ No

Will you be hiring an outside vendor? ◯ Yes ◯ No

List outside vendor/company name:

12. INSURANCE	Evidence of insurance must be provided to Magnuson Park Event Office no later than thirty (30) days prior to the commencement of the event. **Park Use Permits will not be issued until insurance requirements have been received, verified and approved.**

The City of Seattle must be listed as additional insured. The Certificate of Additional Insured must be accompanied by the policy change endorsement forms CG 20 12 or CG 20 26 or equivalent or it will not be accepted. Please email your proof of insurance to the Magnuson Park Events Office, chelsea.johnson@seattle.gov. Please see our webpage for the 'Insurance Requirements' document: www.seattle.gov/parks/Magnuson/reservations.htm

Contact your insurance agent to provide the appropriate documents. Or, consider obtaining special short term event insurance. Listed below are possible resources that may be able to assist you.

The Event Helper https://www.theeventhelper.com#iYs5y0 775-573-8368 **Insure Events** www.insureevents.com 310-216-9152	**Sprague Israel Giles** Email: spaine@sigins.com 206-957-7036 **Gales Creek** www.galescreek.com 503-227-0491x34	**Diversified Risk Insurance Brokers** www.eventinsure.com email: specialevent@drib.com 510-547-3203

13. SIGNATURE	I certify that the information that I have provided on this application is true and accurate to the best of my knowledge. If the event plans change, I will submit a revised application or additional information accordingly. All information contained in this application is subject to public disclosure.	
Applicant Signature	**Date**	**Applicant Printed Name**

☐ By checking this box as an electronic signature, I agree to all the terms and conditions that may apply to the Special Event permitting process and agree that all information contained in this application is true and correct to my knowledge.
All documents received by the Special Event Committee are public documents and subject to public disclosure in accordance with the Washington State Public Disclosure Act.

14. PAYMENT	Once your application is processed you will receive a Date & Time Confirmation/Invoice. You will have the following options to make payment: 1. Mail a check made out to "City of Seattle" 2. Call with a credit or debit card (Visa, MasterCard, American Express) 3. Come by the office Monday through Friday 10:00am-4:00pm to pay check, card, or exact cash.

Seattle Parks Facility – Facility Use Permit General Terms and Conditions
ATTACHMENT I -- GENERAL TERMS AND CONDITIONS

1) **Retain Permit:** The Renter (knows as the User) must retain a copy of this permit on the premises throughout the scheduled event.

2) **Laws and Rules:** Renter shall not allow any lewd or illegal conduct on the premises. The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Parks and Recreation applicable to activities in City parks, and any lawful order of a Departmental representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.

3) **Liquor:** No liquor shall be allowed in or about the assigned premises without prior approval of Seattle Parks, a banquet permit, and appropriate proof of insurance submitted to the Seattle Parks Scheduling office. Parks Event Scheduling deems the right to require additional permits and requirements at the cost of the renter. When permitted, liquor is allowed inside the facility only. It is against the law for liquor to be consumed in unauthorized outdoor park areas. All catering employees or volunteers that pour, serve, distribute or sell alcohol must have on their person a Washington State Liquor Control Board Class 12 Mixologist License. No exceptions will be made to this. Parks Department staff has the right to request to see and examine these licenses at any time.

4) **Sale of Alcohol:** The User may be authorized to sell alcohol on the requested dates. All sales are to be confined to a designated "Beer/Wine/Spirit Garden" that is to be entirely contained within fencing. All alcohol MUST be consumed within the beer/wine/spirit garden, and may not be taken or consumed outside. The user will maintain, and provide Seattle Parks proof of, a $2,000,000 /per occurrence general commercial liability insurance policy including full liquor liability coverage, including the City of Seattle as an also insured party; proof of insurance must conform to the stipulations listed in (8) above. The User promises and agrees to scrupulously observe all applicable laws, rules, and regulation regarding the sale, consumption, and serving of alcohol in force in the State of Washington, King County and City of Seattle.

5) **Rental Hours:** Rental time must be pre-scheduled and begins at the start of set-up and ends when the last person associated with the event leaves the building. *Events that go beyond the scheduled time will be subject to time-and one half costs for room and staff charges.*

6) **No Smoking Indoors:** No smoking is allowed inside any facilities or within 25 feet of doorways and windows. All cigarette butts must be picked up and ashtrays emptied from any outdoor smoking areas.

7) **Condition of Premises:** The User accepts the Premises in the condition existing at the time of User's entry thereon and agrees that the City shall have no liability or obligation for, and expressly waives all claims it may at any time have against the City, its officers, employees or agents, as a result of any defect or condition of the Premises including, without limitation, latent defects. The User may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit, the User shall promptly return the Premises in as good condition as received, reasonable wear & tear excepted, clean, and ready for use by another.

8) **Set Up/Take Down:** Renters are responsible for set-up and take down of the event and for cleanup of the event.
   A. No tape, including duct tape or masking tape, may be applied to any floor, wall or ceiling in the building except tape specifically defined as painter's tape. Painter's tape is blue**.**
   B. The person(s) responsible for cleanup must accompany the facility supervisor on a walk-through of the facility, *when tear-down is nearly completed but cleanup crew is still available,* to ensure that cleanup is complete and to identify any damage that might have occurred. Failure to satisfy this obligation may result in forfeiture of part or all of the renter's damage deposit.
   C. All rented equipment that the renter may bring in for the event must be removed from the premises at the end of the specified time on the rental agreement. Equipment may not be stored at the facility.

9) **Alterations:** Except for temporary signage, User shall make no alterations to the exterior of any building or to any other portion of the Magnuson Park property. User shall make no alterations to the interior of any building unless such alterations are approved in writing by the Manager prior to the commencement thereof. In the event any alterations to a building are made, the building shall be restored to its original condition and using the original building materials, unless otherwise approved in writing by the Manager. Any alteration, if not ordered removed, shall become the property of the City of Seattle upon the expiration or termination of this permit.

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10) **Hanging Items / Decorations:** Items may not hang from sprinkler systems, pipes, or block the spray from them. All event items including string, tape, wire, etc. must be removed by the user group at the end of the event. Any damage to the building or structures will be charged to the permit holder. User must supply and operate the lift or ladder system used to hang décor/equipment, the Parks Department does not provide those services.

11) **Non-Exclusive Use:** Magnuson Park buildings serve a variety of purposes for many user groups. Your rental includes access to the spaces listed on your permit including restrooms and access ways. During your event, we ask that you keep all guests contained in the rental area or very near hallway.
    - The Officers Club at Magnuson Park is located within an historic building that is also home to working artist studios. Your rental includes access to the main hall, bar, kitchen, storage closet and nearby restrooms as well as access via the main door and elevator or stairs or the north door and elevator for ADA access and equipment load-in. During your event, we ask that you keep all guests contained in the rental area or very near hallway. Please do not allow your guests to run in the hallways or enter other spaces. Please keep noise at a respectful level for the working artists in the building.

12) **Approval Required:** The following activities are NOT ALLOWED without advanced written approval of the Parks Department: the sale of food, beverages, goods or merchandise; charging admission or fees for services. Any advanced writing approval will be included in the Permit or Attachment II of this Permit.

13) **Changes to contract:** Should any changes occur prior to your requested use of the facility, notify Parks Event Management immediately so that changes can be made to your rental agreement. Changes may increase or reduce fee amounts, prior to actual use of the facility. Changes must be made 4 weeks in advance of scheduled use. Changes made onsite (that staff can accommodate) at the time of rental will be added to your permit costs and deducted from your damage deposit.

14) **Fees and Charges:** Fees and charges are detailed in the Permit and are *non*-refundable. Full payment of all fees and charges are due 90 days prior to the first day of the scheduled rental. **Reservations not paid in full by 90 days prior to event will be canceled without notice.** All fees and deposits paid to that point will be retained. Payment of the 10% of gross sales fee may be remitted up to 10 days following the event.

15) **Rental Staff:** Staff are assigned to events in the Officers Club, Brig and Bldg 30 for these unstaffed facilities. Parks determines the number of staff required based on the scope of the event and the number of attendees at the customers expense. Rental staff fees are included in your booking confirmation.

16) **Damage/Holding Deposit:** A holding deposit shall be required to reserve the space, $500 for events with alcohol, $250 for events without alcohol. Deposits will be refunded after the event, less the costs of any repairs due to damages to the facility, extra rental time extended during the event, additional space requested during the event, fines or fees levied against the event, or unpaid balances owed by the renter to the Parks Department. Damage deposits may be held by the department until the renter has paid agreed upon portions of sales, admissions or catering charges.

17) **Cancellation Policy**:
    Hangar/Officers Club Rentals - If at any time up to 181 days prior to the scheduled event the User decides to cancel their rental, Seattle Parks and Recreation shall retain $75 ($25 processing fee + $50 cancelation fee) from the damage deposit. If the User should cancel their rental between 180 days and 91 days prior to the scheduled date, the $25 processing fee and the deposit paid shall be retained. If the renter cancels with 90 or fewer days notice the $25 processing fee and all rental fees will be retained.

    Brig/Conference Rooms/Workshop/Community Center Rentals - If at any time up to 31 days prior to the scheduled event the User decides to cancel their rental, Seattle Parks and Recreation shall retain $75 ($25 processing fee + $50 cancelation fee) from the damage deposit. If the User should cancel their rental between 15 days and 30 days prior to the scheduled date, the $25 processing fee and 50% of the rental fees shall be retained, the damage deposit is refunded. If the renter cancels with 14 or fewer days notice the $25 processing fee and all rental fees will be retained.

    To officially cancel a reservation, the primary contact on the rental application is required to submit written (via letter or email) notice of the cancelation. Cancelation is only confirmed upon receiving this notice. Requests to reschedule are treated as cancelations; rentals can then be rebooked with a new application and fees.

18) **Cancellation/Relocation:** The Seattle Parks Department may, without liability, upon giving as much advance notice to the User as practical, cancel or terminate this Permit or relocate a scheduled use to a nearby available location if the premises are closed for repairs, necessary utilities or services cannot be supplied or a supervening order of a governmental officer or agency makes it necessary to do so. If User is in breach of this permit, prior to revoking this

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permit the City shall provide the User a written summary of the breach and provide a written deadline for when breach must be cured. If breach is not cured as specified in the notice of permit breach then the permit will be revoked.

19) **Responsibility:** The User assumes responsibility for all activities conducted on the premises, including but not limited to supervision and control to prevent injury or damage; maintenance of the premises during the use; picking up bottles, debris and refuge; and providing security to maintain order at all times. The Department disclaims any liability from, and the User agrees not to hold the Department liable for, any occurrences arising from the event as described in this permit. User must contact staff at Magnuson Park sufficiently prior to the event to arrange for extra trash/recycle bins, set up and clean up procedures, dumpster location, chemical toilet location, etc.

20) **Revocation:** The Department may revoke a permit and/or stop a use in progress if the User fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 regarding noise in public places, rules and regulations of the Superintendent of Parks and Recreation, and the terms of this permit. The Department may also revoke a permit and/or stop a use in progress if the User fails to secure a necessary permit, disregards a lawful order of an authorized representative of the Department, or engages in activity that may cause injury to the public or damage to the premises.

21) **No Assignment:** This permit and the permission granted may not be assigned, nor the premises subleased, without the prior written consent of the Department.

22) **Motorized Vehicles**: All motor vehicles must remain in public parking spaces and are not authorized in any other portions of the park. All unloading and loading of equipment must be done from public parking spaces only. Parking is first-come first-served, parking cannot be reserved.

23) **City Access:** The City's authorized representative shall have free access to the Premises at any and all times. The City may make repairs or alterations to the premises during the use period as long as the same does not interfere with the use of the Premises for the activity planned; and provided, that for repair and alteration work resulting from an emergency, as determined by the Manager, the City may interfere with the User's use of the Premises without recourse of any kind.

24) **Parking and Traffic:** Prior to the event, the User must present a detailed parking and traffic plan. All motor vehicles must remain parked in authorized parking areas and are not authorized in any portion of the building or on any turf areas at any time. User may unload and load equipment, as needed, from paved areas. Vehicles not in compliance with the above conditions will be ticketed and towed at the owner's expense. User must provide event signage and traffic monitors at specific locations approved in advance by Magnuson Park staff. Monitors must be outfitted with orange vests or other approved identifiable clothing. Parking and traffic management shall be coordinated with Magnuson Park staff.

25) **Time of Access:** Access is limited to times and dates specified above.

26) **Signage:** All event signage must be approved by the Magnuson Events Office.
    - Signs are not allowed to be taped, hung, stapled, or nailed to any tree, sign post or exterior of a building without written permission.
    - Sandwich boards with signs notifying the public of a future event in the park may be posted at NE 65th Street and NE 74th Street entrances up to two days prior to the event.
    - Sandwich boards posting parking availability, directions, and other pertinent event information may be set up throughout the park up to twelve hours in prior to the opening of the event.
    - No signs may be attached to existing park signage.
    - Signs cannot be staked into the ground.
    - Signs must be mechanically printed, readable from a distance of 10 feet and attached to a sandwich board.
    - Specific directional, parking, entrance, and exit signs must be readable from 20 feet.
    - The number and placement of directional signs must be approved by Magnuson Events Office.
    - Events with more than 300 participants must post parking instructions.
    - All signs must be removed from the park immediately following the event.
    - Flashing signs are prohibited in all zones within the park. This includes signs which have a rotating or moving part or parts that revolve at a speed in excess of seven (7) revolutions per minute.

27) **Hazardous substances**: User shall bring no hazardous substances, as defined in any federal, state or local law or regulation, onto the premises. User shall not use any lead-based paint on the premises.

28) **Other Activity:** User recognizes that other activity will be occurring on the Premises during the period of this permit including, but not limited to, other special events, construction or renovation activity, miscellaneous events scheduled by tenants of the park, gatherings for free-speech/constitutionally protected purposes, general traffic, general park use and

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other activities. The City attempts to coordinate some such activities so as to avoid interference with User's activities, but makes no promise or guarantee that it will be successful.

29) **Recycling:** User agrees to facilitate recycling and composting by event attendees and participants, including providing receptacles for recycling to occur.

30) **Noise:** User shall keep all noise-generating activities of any kind to a minimum and shall at all times be compliant with City of Seattle noise ordinances.

31) **Indemnity:** The User shall indemnify and hold the City harmless from any and all claims, actions, losses and damages to person or property (including but not limited to attorney's fees and expenses) suffered as a consequence of, or arising or resulting, directly or indirectly, from any act or omission of the User. This indemnity shall extend to parties invited, allowed, or contracted by or on the behalf of the User, on or about the Premises.

    In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against the City, the User, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to the City; and if, in such lawsuit, a final judgment is rendered against the City, or against the City and the User, jointly, the User shall promptly satisfy such judgment.

    The User's liability under the indemnification agreement shall not be any City negligence; provided, that nothing shall require the User to indemnify the City against the sole negligence of any City officer, employee or agent acting within the scope of such person's employment. Solely with respect to claims for indemnification under this Permit, User hereby waives, as to the City only, its immunity under Title 51 RCW.

32) **Insurance:** The User shall be required, at its sole cost, to secure and maintain continuously a policy or policies of insurance during the term of the event (including any move-in and move-out period) the following insurance during the term of the contract:

    A. **Commercial General Liability insurance,** written on an insurance industry standard occurrence form as referenced or equivalent, including premises/operations; products/ operations; personal/advertising injury; contractual liability; and independent contractors liability, Liquor Liability/Host Liquor Liability (if applicable).
    B. The policy(ies) minimum limits of liability for bodily injury and property damage shall be $1,000,000 each occurrence and $1,000,000 general, products/completed operations aggregate $2,000,000 is required for liquor sales.
    C. If any vehicle is used in the conduct of the User's business, a policy **Automobile Liability (Business/Personal)** written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for Bodily injury and property damage shall be $1,000,000 CSL.
    D. The User shall, if required, insure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The permit holder shall be responsible for Workers' Compensation Insurance for any subcontractor it may use or hire for purposes of this permit activity. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
    E. The insurance as provided under items (A) and (B) above shall be endorsed to include The City of Seattle, its officers, elected officials, employees, agents and volunteers as an Additional Insured on ISO form CG 20 12 or CG 20 26 (or equivalent), and shall not be reduced or cancelled without forty-five (45) days prior written notice to the City.
    F. The User's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the User's insurance; Evidence of Insurance – Property Use will not be permitted until the Department received a certificate of insurance and the appropriate additional insured endorsement(s) in connection with the described work.
    G. No use of the premises shall be permitted until the Department receives a certificate of insurance with a copy of the additional insured provision for the CGL insurance documenting that the "City of Seattle" is an Additional Insured for primary and non-contributory limits of liability on ISO Form CG 20 26 or equivalent.

Permits will not be issued without approved insurance.

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