Scheduling an Outdoor Event in Warren G. Magnuson Park

PARK USE PERMITS

Magnuson Events Office
6310 NE 74th Street, Suite 109E
Seattle, WA 98115-8164
Office: 206.233.7892 Fax: 206.684.4997
E-mail: chelsea.johnson@seattle.gov
www.seattle.gov/parks/magnuson/reservations.htm

Introduction

Thank you for choosing a Seattle park for your event. A Park Use Permit may be required to reserve the park space in which you are interested. Park Use permits are typically for one-day events only. Use permits allow Seattle Parks to prevent conflicts, make necessary maintenance preparations, and avoid overuse of facilities.

Permits are required if: 1) Any amplified sound is planned. 2) Any equipment is brought into a park. 3) The event is publically advertised. 4) A large number of people is expected.

Use permits are granted on an application-review basis. To apply for a permit for an outdoor park space and/or facility, please send the attached application to:

Seattle Parks and Recreation
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Seattle, WA 98115-8164
Telephone: 206-233-7892
Fax: 206-684-4997
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TDD only: 206-684-4950

If you would like to reserve an athletic field for youth and adult games and practices, please contact the Athletic Field Scheduling Office at 206-684-4077 for practices and league play at 206-684-4082. For more information, please refer to our website: http://www.seattle.gov/parks/athletics/facilities.htm.

Application

Please complete the attached application form as completely as possible. Answers to the questions should give a full description of all activities planned, all facilities that are needed, date and times of the event and the number of people expected. Wherever you give a "yes" answer on the checklist, please provide a detailed explanation; add pages and maps if needed. Remember to date and sign the application. We will return all un-signed applications, and any incomplete form may cause delays.

Park Use Permit applications are accepted one year in advance on a rolling calendar. We encourage all event organizers to turn in their applications early, as Parks Use Permits are issued on a first-come, first-served basis. The Magnuson Events Office accepts applications at any time for events, but late fees will be assessed to applications received within seven business days; late applications may be denied if Parks determines that there is insufficient preparation time for any aspect of an event.

Fees and Charges

Application Fee

Parks charges a non-refundable Park Use Permit Application fee with every permit application. The application fee is $75 unless your event is protected by the First Amendment to the U.S. Constitution, in which case the application fee is reduced to $50. All other applicable Park fees apply. You can pay the application fee by check or credit card, or in person with cash. Other fees, explained below, may include but are not exclusive to:

Seattle Parks and Recreation will work with all citizens to be good stewards of our environment, and to provide safe and welcoming opportunities to play, learn, contemplate and build community.

- $25 per hour Park Fee
- $75 Electrical or water hookup
- $75 Late Application Fee (explained under Application section)
- $100 Promotional Fee per surface, per display is explained in detail below
- $20 per vehicle per day Load/Unload Fee (may not be allowed at certain parks)
- 10% of gross sales or $20 per booth/canopy fee (explained below)
- Additional park fees, such as table or shelter fees.
- A refundable damage deposit may be required for certain events. Fees are relative to size, setup, attendance, and park/patron impact.
- Upon review of a Park Use Permit application, Magnuson Events staff may determine that Parks staff are required onsite at an event. Applicants will be advised of this requirement during permit review.
- Any damage done to the park during an event (explained below)

Once we process your application, we will bill you for these additional costs. Seattle Parks may require insurance, deposit, and special approvals or permits from other City departments in addition to the above fees. All fees are non-refundable.

Admission, Event Fees, or Sale of Merchandise Fee

Seattle Parks must approve any plan to charge admission or sell any service or product at any event on Parks property. If approved, 10% of gross receipts collected on Parks property or a $20 per booth/canopy fee (which ever is greater) must be paid to the city. This payment is due to the Event Management Office within 10 business days after the event. Please make all checks payable to "City of Seattle." This fee does not apply to bona fide donations or contributions made at a political or religious gathering. (As a rule, in a contribution, the donor alone determines what he/she will give, and receives nothing in exchange. In a sale, the seller, or the seller and buyer, set or suggest a price, and the buyer receives merchandise or a service in exchange for their money.)

There are contracted concessionaires in some parks who have exclusive privileges to sell food in side that park. The Special Event Office will inform applicants if this is the case.

Seattle Parks and Recreation reserves the right to regulate the pricing of goods and services sold to the public. Please discuss with the Parks Event Coordinator the prices of food, products, or services and admission charges when you apply.

Liquor may not be sold or handled in any Seattle park except at certain indoor facilities, with a valid state liquor license, after the Superintendent gives special permission.

Commercial Use/Promotional and Advertising Fees

Parks charges $100 per surface, per day, for advertising in parks. Surfaces include - but are not limited to - banners, signs, tents/canopies, vehicles, inflatables and other structures that include advertising, logos or branding for organizations, services or products. Some structures/vehicles may be considered multiple surfaces. Permit applicants/holders are responsible for all advertising fees and are required to obtain design approval from Parks Event Management and must accurately disclose all applicable displays prior to permit issuance.

Damage Mitigation

Damage to turf, trees, shrub beds, hard surfaces, or buildings caused during the event will be charged to the user group. All damage must be repaired to Seattle Parks and Recreation standards. It is the responsibility of the event sponsors to pay for any and all damage caused by the event. Cost incurred by Parks for repairing damage to turf, trees or plant materials will be billed to the user at Parks' current labor and material costs.

Run/Walk Guidelines

Events involving a run, walk or course need to refer to the Run/Walk Guidelines located on our webpage: www.seattle.gov/parks/Magnuson/reservations.htm

Insurance

- The 'Insurance Requirements' document is posted on our webpage, please send that document to your insurance broker, agent, or insurer. www.seattle.gov/parks/Magnuson/reservations.htm
- Acceptable evidence of insurance as specified below must be filed with and approved by Seattle Parks and Recreation at least 30 days prior to the scheduled date of a Event on Parks property.
- The only exception to the insurance requirement is if the proposed event is a political activity protected by the First Amendment to the U.S. Constitution *unless* the event includes activity that presents a significant risk of injury because food is sold or served; a stage, scaffolding, tent, or canopy is erected; participants engage in athletics, group exercises, or activity involving physical contact; booths or structures are included; carnival rides; electrical cords, or wires are used; use of generators; any open flame, vehicle or float, inflatable signs; or erecting anything that may fall or collapse.

Insurance Requirements

- The minimum coverage must consist of a Commercial General Liability (CGL) insurance policy or the equivalent with a minimum limit of liability of $1,000,000 each occurrence combined single limit bodily injury and property damage (CSL) or the multiple limits equivalent. If alcoholic beverages are to be served, host liquor liability coverage must be included.
- If a vehicle enters the park for setup and/or breakdown of the event, there is an additional requirement for automobile liability insurance with a minimum limit of liability of $1,000,000 CSL or the multiple limits equivalent.
- "The City of Seattle" must be an additional insured for primary and non-contributory limits of liability. NOTE: THIS IS A GOVERNMENTAL PERMIT. THE GENERAL LIABILITY ADDITIONAL INSURED POLICY OR ENDORSEMENT LANGUAGE MUST BE AS PER THE ISO CG 20 12 ADDITIONAL INSURED ENDORSEMENT FOR GOVERNMENTAL PERMITTING OR EQUIVALENT. "OWNER'S, LESSEES OR CONTRACTORS" ADDITIONAL INSURED LANGUAGE WILL NOT BE ACCEPTED.
- Safeco Insurance Company certificates must have a CG 76 80 "Primary and Non-Contributory" endorsement attached.
- The insurer(s) must provide not fewer than thirty (30) days notice of cancellation, except ten (10) days as respects cancellation for non-payment of premium.
- Certification of insurance, which in addition to a certificate of insurance must include an actual copy of the additional insured provision to the general liability insurance policy (either blanket additional insured language or a designated additional insured endorsement), must be issued to:

  Seattle Parks and Recreation
  Magnuson Events Office
  6310 NE 74th Street, Suite 109E
  Seattle, WA 98115-8164

  and should be e-mailed as an attachment to: chelsea.johnson@seattle.gov.

Deposit

The City may require deposit in these situations:

1. When admission is charged to an event or food or products are sold, in order that the City may be assured of collecting the percentage of gross receipts charged;
2. When an event presents a risk of damage to City property, in order that the City may be assured repairs will be made or the City reimbursed its cost;
3. When the event appears likely to cause the City unusual clean up or restoration expenses, in order that the City can cover its probable out-of-pocket costs;
4. When the City's Noise Control Ordinance, Seattle Municipal Code (SMC) 25.08, applies, in order to comply with its terms and conditions, particularly Section 520E; and
5. When special services are provided, or extra expenses are anticipated, and the Superintendent of Parks and Recreation determines that a performance bond is necessary to fully protect the City.
6. When the applicant has previously held an event that violated the Seattle Park Code.

The bond or cash deposit is set in an amount which would make the City whole if the terms and conditions of the use permit were not fully performed, and where applicable, in accordance with SMC 25.08.520E.

Approvals/Other Permits

It is an applicant's responsibility to research and secure all necessary City Permits required for a event other than the Parks Use Permit. Additional permits may be needed to be obtained from other City departments. Please see the list below of possible conditions that would require additional permits and the other City resources to refer to:

Contact the Seattle Fire Department Fire Marshal's Office at 206-386-1450 if your event includes:

- Use of tents with walls exceeding 400 square feet, or tents without walls with an aggregate area exceeding 700 square feet
- Use of propane or any open flame for heat or cooking operations
- Some events may require an assembly permit

Contact the City's Department of Planning and Development (DPD) Office at 206-684-8600 if your event includes:

- Building of or use of a stage, platform, bleachers, and/or scaffolding structures
- Any structure greater than four feet in height
- Construction of a booth for sales or displays
- Structures anchored to existing buildings or weighing more than 2,000 pounds
- Any and all proposed construction must be approved by the Parks Department

Contact Public Health – Seattle & King County at 206-296-4632 if your event includes:

- Serving, handling, or preparing food

Contact the City's Revenue and Consumer Affairs Office at 206-684-8484 if your event includes:

- Engaging in business activities subject to the City's business and occupation tax, such as charging admissions or selling any items

Contact the City of Seattle Department of Transportation (SDOT) at 206-684-5098 if your event includes:

- The need to temporarily block off or close any streets or roadways.

HOWEVER, if your event is reasonably expected to meet the following criteria:

- Have a substantial impact on such park or other public place; and
- Require the provision of substantial public services (e.g., Seattle Police Department)

You may need to contact the City Special Events Office at 206-733-9245.

Noise and Sound Control

Except as authorized by the Event Scheduling Office for specific events and times, it is unlawful to use any public address system, loudspeaker, or other sound-amplifying device in any park. In addition, SMC 25.08.52A makes it unlawful for any person to cause or allow sound from an officially sanctioned outdoor musical event originating in a park to exceed an "L eq" of 95 db(A) for one minute as measured 50 feet from the source. An "Le q" is defined as "The constant sound level that, in any given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound."

The Event Scheduling Office has the discretion to allow or disallow amplified sound during a special event. Alternatively, they may require a park user to comply with a lesser sound level than outlined by the City sound ordinance. Please inquire at the time of booking.

An authorized Parks official, DPD official, or a police officer may stop any outdoor musical event as a public nuisance if the decibel level exceeds 105 dB (A) for a total of five minutes in any thirty minute period as measured 50 feet from the source. A copy of the Noise Control Ordinance will be supplied upon request.

Anti-discrimination

As a matter of policy, law, and commitment, Seattle Parks and Recreation does not discriminate on the basis of race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or presence of any sensory, mental or physical handicap. (SMC 18.12.280).

ADA Compliance

Where possible and within the limitations of each park site, Seattle Parks and Recreation will make accommodations for persons with disabilities upon request. For assistance call 206-684-4080 or TDD only 206-684-4950. For information or complaints concerning the Americans with Disabilities Act, please call Parks' ADA Coordinator at 206-684-4950.

Appeals

If you are dissatisfied with the decision of the Department on an application, that decision may be appealed to the Parks and Recreation Superintendent, 100 Dexter Ave. N, Seattle, WA 98109-5199, telephone 206-684-8022. The appeal should contain the following information:

1. A precise identification of the application;
2. A statement of the action or omission causing concern;
3. The action requested by the applicant and the reasons for supporting it, e.g., why the action is unfair or a hardship; impacts from the decision of Parks staff that the Superintendent might not otherwise know, etc.
4. Whether an opportunity to speak with the Superintendent or a hearing is requested, and if so, an address or number where you may be contacted;
5. If a decision is urgently needed, an indication of when a decision needs to be made.

The appeal will be considered within a reasonable time ac:—within 48 hours if the appeal raises issues of constitutional rights and requires immediate attention. If practical, the matter may be resolved by phone or a personal visit. The Department's decision will be final.

Application for Use Permit

Office Use Only
Rental #

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

To be accepted your application with the required site plan must be completed and signed.
Fill out in Adobe Reader, type or print information clearly and attach maps, layouts and additional information.
Please use US mail or email to submit your application.

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:	
PARK(S) REQUESTED:	Describe in detail, include address and *ATTACH REQUIRED MAP, SEE PAGE 6*

Event Dates: Indicate Dates/Times OPEN to attendees			**Hours:** Open until Closing Each Day		**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 Setup Starts:		**Event Take Down Complete:**		**Total Attendance:** (Add all rows & columns)
Start Day/Date:	Start Time:	End Day/Date:	End Time:	

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:	☐ Community Festival/Fair ☐ Run/Walk Event ☐ Timed Event ☐ Yes ☐ No ☐ Start Time for Run/Walk:	☐ Sporting Event ☐ Protest/Rally ☐ Theatrical Performance ☐ Other:

Run/Walk events must adhere to the *Run/Walk Guidelines* posted on our webpage: www.seattle.gov/parks/Magnuson/reservations.htm

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 Purpose:	

4. SITE PLAN

REQUIRED:

Applications will not be accepted without a site plan.
You must attach a clear and legible site plan or map with the following indicated:

1. NORTH, indicated by a directional arrow symbol
2. Name of Park facility and that of surrounding streets.
3. The overall Event Area (include parking if appropriate) inside the park.
4. The location of all physical equipment being placed, included but not limited to, any stage(s), vendors, booths, sponsors, tents, signs barricades, portable toilets, vehicles, numbered shelters.
5. Any other details you think are helpful.
6. Electrical plan for vendors and stages.

Equipment / Set up: **Please check all boxes that apply** *(Show all equipment on your attached map)*

☐ Promotional Signage/Banners #_____ ☐ Generators ☐ Staging/Scaffolding ☐ Booths
☐ Inflatables / Bouncy Toys ☐ Portable Restrooms #_____ ☐ Tents / Canopies #_____

Please list the outside companies/vendors that you are using for any of the checked boxes above:

Event Set up: Describe the logistics and set up of your event. Attach additional documents if necessary:

5. VENDORS

Does your event have vendors selling or distributing food, beverages, merchandise or services? ☐ Yes ☐ No ☐ Alcohol?	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.

Items to be sold: ☐ Food ☐ Beverages ☐ Merchandise ☐ Services ☐ Other:

10% of all sales (food, beverages, admissions, participation fees, souvenirs, good and services) on Parks property must be remitted to Seattle Parks and Recreation within 10 days following the event.

6. FEES & PROCEEDS	Admission/Participation Fee? ◯ Yes ◯ No	Amount? $
10% of all sales (food, beverages, admissions, participation fees, souvenirs, good and services) on Parks property must be remitted to Seattle Parks and Recreation within 10 days following the event.		

7. AMPLIFIED SOUND/MUSIC	Does your event have any amplified sound? ◯ Yes ◯ No	What Times are you requesting amplified sound? Start: End:	Is electricity requested? ◯ Yes ◯ No

8. 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.	
Will beverages in cans or bottles be sold or distributed at your event? ◯ Yes ◯ No	Are you providing recycling and/or trash containers at your event? ◯ Yes ◯ No	How many containers will you have at 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:		

9. 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 all 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 'Insurance Requirements' document.	

10. 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.		

11. 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.

General Terms and Conditions for Special Events in Seattle Parks

Retain Permit: The user must retain a copy of this permit on the premises throughout the scheduled event.

Laws and Rules: The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Seattle Parks and Recreation (Parks) 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.

Condition of Premises: By entering into possession, the User accepts the premises in their present condition. 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, in a clean appearance, ready for use by another.

Approval Required: The following activities are NOT ALLOWED without advance written approval from Parks: the sale of food, beverages, goods or merchandise; charging admission or fees for services; alteration, painting, or construction of any Seattle Parks structure (if applicable).

Responsibility: The User assumes responsibility for all activities it conducts during the event, 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 refuse; and providing security to maintain order. Parks disclaims any liability from, and the User agrees not to hold Parks liable for, all harm that may arise from the event authorized by this permit.

Departmental Access: Parks authorized representatives shall have free access to the premises at any and all times. Parks may make repairs or alterations to the premises during the use period as long as the same does not unreasonably interfere with the use of the premises for the planned event. As determined by the Superintendent. Parks staff may interfere with the User's use of the premises for repair and alteration work resulting from an emergency.

Cancellation, Relocation by Department: Parks 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.

Revocation: Parks 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 (noise ordinance), the rules and regulations of the Superintendent, the terms and conditions of this permit or an approval required under Section 4; the User fails to secure a necessary permit; and/or after a warning, the User disregards a lawful order of an authorized representative of Parks or engages in activity that may cause injury to the public or damage to the premises.

No Assignment: This permit and the permission granted may not be assigned, nor the premises sublet, without the prior written consent of Parks.

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 attorneys fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission 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 reduced by 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.