

SCHEDULING AN EVENT IN A SEATTLE PARK

Park Use Permits for Special Events



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.

Event Management Office
860 Terry Avenue North #134
Seattle, WA 98109
www.seattle.gov/parks/reservations/permits.htm

Office: 206.684.4080
Fax: 206.684.4853
E-mail: jeff.hodges@seattle.gov

Introduction

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

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
Event Management Office
860 Terry Avenue North
Seattle, WA 98109

Telephone: 206-684-4080

Fax: 206-684-4853

E-mail: jeff.hodges@seattle.gov

TDD only: 206-684-4950

Please make reservations for rooms at community centers and other indoor facilities through the staff at each facility during regular operating hours. You can find contact numbers for all centers on our website: <http://www.seattle.gov/parks/centers/>.

If you would like to reserve an athletic field for youth and adult games and practices, cross-country meets and other athletic events, 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/Sports.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.

Please turn in applications for Special Events at least two months before the requested date. The Event Management Office can accept applications with less advance notice, but Parks may have to deny the permit if there is not enough time to route the request or make appropriate preparations. If applications are made fewer than seven business days prior to an event, \$75 late application fee will be charged in addition to other fees.

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:

- Hourly park fee of \$10 per hour
- \$55 for electrical or water hookup
- Late application fee of \$75 (explained under Application section).
- Commercial fees of \$100 per day, per display and/or banner/surface (explained below)
- Vehicles permitted to enter parks for load/unload will be charged a \$10 per vehicle per day fee (may not be allowed at certain parks).
- 10% of gross sales or \$10 per booth/canopy fee (explained below).
- Staffing fees and additional park fees, such as table or shelter fees.
- A refundable damage deposit may be required for certain events.
- 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, a performance bond or 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 or a \$10 per booth/canopy fee (whichever 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 a price and the buyer receives merchandise or a service in exchange from 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 Special Event Scheduler 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 Fees

Minimum fees start at \$100 per day based on the type of use. There is a charge of \$100 per promotional display, banner, sign or other surface. Maximum fees may vary. Fees are based on which park is to be used and the potential level of disruption to the public.

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.

Insurance

- Please send this section to your insurance broker, agent, or company.
- 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 Special Event on Parks property.
- The only exception to the insurance requirement is if the proposed event is a religious or 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
Event Management Office
860 Terry Avenue North
Seattle, WA 98109

and must either be faxed to 206-684-4853 or sent as an e-mail attachment to jeff.hodges@seattle.gov.

Deposit

A performance bond is a written guarantee from a bonding company or approved surety agreeing to make payment to the City up to a set amount if a named party does not fully comply with a Park Use Permit. A cash deposit is a payment made to the City and held in trust for performance or payment of certain charges much as an escrow account or a damage deposit given by tenants to landlords.

A performance bond is released if the terms and conditions of a permit are fully performed and a cash deposit is returned by check from the Finance Director’s Office. If a permit is not performed fully, expenses incurred or damages sustained may be charged against the bond. The City may require a performance bond or cash 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 special event other than the Parks Special 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 200 square feet, or canopies exceeding 400 square feet
- Use of propane gas heaters for heat or cooking operations

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.

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 206-684-8017.

Noise and Sound Control

Except as authorized by the Event Management 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 Management 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

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.



SEATTLE PARKS
AND RECREATION

Application for Use Permit

FOR OFFICE USE ONLY: RENTAL # _____

APPLICANT INFORMATION			
1. Applicant/Agent Name:			
2. Organization Represented by Applicant:			
3. Organization Web Site:			
4. Mailing Address:			
	City:	State:	ZIP:
5. Agent Phone and Contact Information:	Daytime Phone:	FAX:	
	Cell Phone:	E-mail:	
	Evening Phone	Other:	
6. Event Contact Person (if other than agent). Please print name below: _____	Daytime Phone:	FAX:	
	Cell Phone:	E-mail:	
	Evening Phone:	Other:	
EVENT OPERATIONS			
7. Official Name of Event:			
8. Name of event in previous years:			
9. Describe in detail the nature of the event:			
10. Is the event <input type="checkbox"/> Private or <input type="checkbox"/> Public ? (please select a checkbox after reading the description to the right)	A private event is one in which you have a specified guest list and know who is attending; a public event is one to which the general public is invited through word-of-mouth, flyers, or media advertising.		
11. Anticipated Maximum Attendance:			
12. Name of Park:			
13. Location of the Event: (If information exceeds space available, please attach a separate sheet and label the attachment.)			
14. Event Set Up Date/Time:	(Date and time when first equipment is set up, i.e., portolets and tents)		
15. Event Date(s) and Hours of Operation:			
16. Event Break Down Completion Date/Time:	(Date and time when all equipment is removed, i.e., portolets and tents)		

Application for Use Permit

EVENT COMPONENTS

**Please check all items below that apply to your event and provide details below.
Attach a separate sheet with additional details if needed.**

- | | | |
|---|--|--|
| <input type="checkbox"/> Amplified Sound — Hours: _____ to _____
<input type="checkbox"/> Booths — Qty _____
<input type="checkbox"/> Commercial Advertising/
Banners — Qty _____
<input type="checkbox"/> Cooking — Circle One:
Charcoal Propane
<input type="checkbox"/> Stage — Size: _____
<input type="checkbox"/> Tents/Canopies — Qty: _____
Size: _____
<input type="checkbox"/> Vehicles — Qty. _____ | <input type="checkbox"/> **Alcohol
<input type="checkbox"/> Bicycling
<input type="checkbox"/> Boat Racing
<input type="checkbox"/> Concert/Live Music
<input type="checkbox"/> Dance or Drama
<input type="checkbox"/> Requesting Electricity?
<input type="checkbox"/> Exhibits or Displays
<input type="checkbox"/> Food or Beverage Distribution (Free)
<input type="checkbox"/> Generator, Providing Own
<input type="checkbox"/> *Inflatable (bounce)
<input type="checkbox"/> Picnic Shelters | <input type="checkbox"/> Portolets — Qty _____
<input type="checkbox"/> Public Address (PA) System
<input type="checkbox"/> Race (Timed Event)
<input type="checkbox"/> Rally/Protest
<input type="checkbox"/> Run/Walk Event
<input type="checkbox"/> Sales—Food or Beverage
<input type="checkbox"/> Sales—Merchandise or Services
<input type="checkbox"/> Sporting Event
<input type="checkbox"/> Theatrical Performance
<input type="checkbox"/> Wedding Reception |
|---|--|--|

Other (Please provide details here and include items not on the checklist above):

***Inflatable (bounce)/Moonbounce/Moonwalk Equipment:**

If you plan to rent this type of equipment, please ask the rental company if they have current, acceptable insurance in the amount of \$2,000,000 on file with Seattle Parks and Recreation. If they do NOT, their equipment cannot be placed in our facilities. The rental company can call and ask us for information on insurance requirements and information for their insurance agent.

****Alcohol**

Please Note: Alcoholic beverages cannot be sold, distributed, or consumed in any outdoor City park per SMC 12A.24.025.

INSURANCE REQUIREMENTS

You are required to have liability insurance. Do you or your group have liability insurance that would cover such an event?

- NO YES If yes, please provide the name of the insurance company:

The City of Seattle must be named as an additional insured in any and all policies. The amount of liability coverage will be determined by the applicant's activities as detailed in this application form. Insurance must be evidenced on an Acord 25 form and submitted 2 weeks before your event setup date for review.

SITE PLAN REQUIREMENTS

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 the Park facility and that of surrounding streets with one-way streets indicated.
3. The overall Event Area (include parking if appropriate) required within the confines of the Park.
4. The location of all physical equipment being placed, including, but not limited to, any stage(s), vendors, booths, sponsors, tents, signs, barricades, portolets, vehicles, and shelters and shelter numbers.
5. Any other details you think are helpful.
6. Electrical plans for vendors and stages.

Application for Use Permit

EVENT INFORMATION

17. Do you or your vendor participants plan to sell any items (food, beverages, products, crafts, materials, etc.) at this event?
 NO YES (If yes, please specify how this will be accomplished.):

18. How many volunteers/personnel do you have to support your event?

19. What type of advertising/promotion do you intend to use? Describe:

20. By signing this document, I take full responsibility for every participant of the event. I have read and agree to the terms and conditions outlined in this brochure, and I will follow the rules and requirements for conducting my event. I am aware that this application is a public document that may be inspected or copied.*

**If you believe any part of this document contains information that is exempt from disclosure, please notify our office in writing at the address below.*

Applicant Signature

Date

RETURN ALL COMPLETED APPLICATIONS TO:

Event Management Office, Attn: Jeff Hodges
 860 Terry Avenue North #134
 Seattle, WA 98109

Or **FAX** applications to: 206-684-4853

IF YOU HAVE ADDITIONAL QUESTIONS:

Phone: 206-684-4080

E-mail: jeff.hodges@seattle.gov

Web: www.seattle.gov/parks/reservations/permits.htm

METHOD OF PAYMENT

Visa

MasterCard

American Express

Check Enclosed

Name on Card:

Card Number:

Exp. Date:

Signature:



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.