

2023 COMMERCIAL USE PERMIT

Fitness/Recreation



Seattle
Parks & Recreation

healthy people healthy environment strong communities

Contracts Administration & Support Office

300 Elliott Ave W, Suite 100 Seattle, WA 98119-4122

Email: sprconcessions@seattle.gov

<https://www.seattle.gov/parks/about-us/do-business-with-us/partnership-opportunities/commercial-use-permits-activity/recreation->



Introduction

Planning on doing business in a City of Seattle park? Any commercial activity in the park requires a permit. Seattle Parks and Recreation (SPR) issues permits to business owners wishing to conduct business in a park.

Use this application to apply for a permit if you are advertising and operating a business in the park such as a fitness group (i.e. boot camp/yoga) or an activity group (i.e. outdoor recreation/education classes). Additionally:

- Your park based business does not collect money on park property
- your business operates 10 hours or less per week

Permits are issued first-come first-served with a maximum of one year per permit. Allow four weeks for processing after all correct documentation is submitted. Please complete the attached application form as completely as possible. Incomplete applications will be returned. Seattle Parks and Recreation Contracts Attn: Concessions Coordinator Administration & Support Office 300 Elliott Ave W Suite 100, Seattle, WA 98119
Email application to: sprconcessions@seattle.gov

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.

Fees

Fees are due at the time of permitting. There are no refunds.

SPR charges a non-refundable Park Use permit fee with every permit application. The fee is \$75 per park.

In addition, there is a Monthly Use Fee:

- Fitness groups pay \$75 each month per park. Attendance is limited to 35 participants.
- Activity groups (outdoor recreation/education) pay a monthly activity fee of \$75. Attendance is limited to 35 participants.

IMPORTANT REQUIREMENTS

Before an application is processed Contracts Administration and Support Office needs:

Insurance: One (1) Million dollars, commercial general liability, listing City of Seattle as additionally insured. See specific requirements on the webpage.

Background Checks: Required for all applicants and instructors working with children. This background check is free. A link will be forwarded once the application is on file.

Seattle Business License: Required

Map: Provide a map that indicates the exact location in the park you will either start or meet up. Not all spaces are available.

OTHER TYPES OF PERMITS?

To host a special, one-time, event in a park please contact the Special Events Office at 206-684-4080, opt. 3, parkusepermits@seattle.gov or go to their website: www.seattle.gov/parks/reserve/park-use-permits.

Information regarding reservations for rooms at community centers and other indoor facilities please refer to the following website: www.seattle.gov/parks/reserve/community-centers-rentals.

To reserve an athletic field please contact the Athletic Field Scheduling Office. For games or practices, call 206 684-4077. For league play, call 206-684-4082. For more information, please refer to the following website: <http://www.seattle.gov/parks/reserve/sports-field-reservations>.

Items to Note:

- You will not be permitted to place signs in the park, use amplified sound, or provide alcohol.
- Requested locations are not guaranteed. You may be asked to consider less busy locations. Activity Use permits are NOT issued at Discovery Park, Washington Park Arboretum, and beaches.
- Parking is not reserved and vehicle access is NOT permitted into any park
- There is no overnight storage for equipment in the park.
- Parks and Recreation maintenance, programs, and special events have priority for use of park areas.
- The use of any playground area or equipment is not permitted. Businesses may not operate on beaches.
- Under the terms of this permit, the sale of any products or goods on park lands is prohibited, Marketing and promotional events are not allowed.
- You must comply with evolving public health rules and directives from federal, state and city public officials regarding COVID-19.
- The destroying, digging, cutting, removing, or possession of any tree, shrub or other plant is prohibited. Gathering or collecting natural products of a renewable nature including but not limited to fruits, berries, mushrooms, driftwood, wood etc. is prohibited by law.

SPECIAL EVENTS IN PARKS

There are specific dates when large community events take place in Seattle parks, such as Seafair events, Blue Angels, art fairs, festivals, etc. The event organizers hold the permit to the park site and have precedence. You may ask the organizer if you can operate during their event, otherwise the park will not be available for business activities. A list of Major Special Events and locations is maintained at: www.seattle.gov/special-events-office/calendar

STANDARDS

The service provider, its agents and employees, shall render courteous service to the public with a goal of adding to the public use and enjoyment of the premises. The service provider shall operate and conduct operations on the premises in a businesslike manner, and will not engage in any acts or conduct on that is inappropriate or violates the park code.

• Trash & Recycling Receptacles

If there is no dumpster in the park, the service provider must remove trash. Please pick up any trash dropped in the park by customers.

• Installation and Removal of Equipment

Any equipment to be installed shall be installed only in locations previously approved by SPR. All installations shall be done in an attractive and appropriate manner so as to pose no potential for injury. All mounting holes or other damage to the premises caused by the installation shall be repaired when the equipment is removed by the Service provider. SPR will provide locks and keys for exterior doors and keys for bollards. The service provider shall not remove locks, replace locks or add new locks to the Premises.

• Days and Hours of Operation

The service provider is limited to the dates and times specified on the permit. The dates and times of operation may be modified from time to time by mutual agreement of the parties hereto.



Equality of Treatment

The service provider will comply with all applicable equal employment opportunity and nondiscrimination laws of the United States, the State of Washington, and the City of Seattle, including but not limited to Chapters 14.04, 14.10, and 20.42 of the Seattle Municipal Code (SMC), as they may be amended; and rules, regulations, orders, and directives of the associated administrative agencies and their officers.

ADA Compliance

Where possible and with the limitation of each park site, Seattle Parks and Recreation will make accommodations for persons with disabilities upon request. For assistance call 206-684-0902. For more information or complaints concerning the American with Disabilities Act, please call SPR's ADA Coordinator at 206-684-4950.

Non-Discrimination and Affirmative Action in Employment

The Service provider shall comply with all State and local laws and ordinances prohibiting employment discrimination with regard to race, color, national origin, ancestry, creed, religion, political ideology, sex, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

Signs

The service provider shall obtain the Department's prior approval for all signs, posters and displays to be used on the Premises.

Licenses

The service provider shall provide a copy of its current City of Seattle business license to SPR prior to placing any equipment on the Premises. The service provider shall keep all licenses current throughout the term of this Agreement and shall supply copies of these licenses to the Department at the address shown in this Agreement.

Background Investigation

The service provider shall provide information requested by SPR about the service providers personnel for the purposes of a background investigation required by law for all staff working with children. If requested, the service provider shall provide the background information annually for each person working on SPR property.

Service provider Personnel Identification

If required, SPR will provide.

Insurance Requirements

Before an application is processed, the service provider shall secure and maintain in force at no expense to SPR at all times during the effective date of this Agreement, insurance as described:

Fitness/Activity Concessions

a. COMMERCIAL GENERAL LIABILITY (CGL) INSURANCE including:

1. Premises/Operations
2. Products/Completed Operations
3. Personal/Advertising Injury
4. Contractual Liability
5. Independent Contractors

Stop Gap/Employers Liability.

CGL insurance must provide the following minimum limit of liability:

\$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage Except:

\$1,000,000 (One million dollars) each Offense Personal/Advertising Injury

\$1,000,000 (One million dollars) each Accident/Employee/Disease/

Deductible or self-insured retention in excess of \$5,000 (Five thousand dollars) each loss must be disclosed and is subject to approval by the City's Risk Manager.

b. AUTOMOBILE LIABILITY INSURANCE including coverage for owned, non-owned, leased or hired vehicles as applicable with a minimum limit of liability of

\$1,000,000 (One million dollars) each occurrence Combined Single limit Bodily Injury and Property Damage.

c. WORKER'S COMPENSATION INSURANCE Worker's Compensation to comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations.

e. REQUIREMENTS

Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the City, throughout the entire period of the Agreement. The City of Seattle shall be an additional insured for primary limits under the CGL and Vehicle Liability insurance either by additional insured endorsements or blanket additional insured policy wording.

f. EVIDENCE OF INSURANCE

Evidence of insurance shall be an Acord Certificate with an additional insured endorsement for CGL per an ISO standard additional insured endorsement CG 20 26 or equivalent. In addition, evidence of not less than 30 (thirty) days prior written notice of cancellation by insurer shall be provided, except 10 (Ten) days as respects cancellation for non-payment of premium, or as may otherwise be required in Revised Code of Washington (RCW) 48,18.290 ("Cancellation by insurer").

General Terms and Conditions for Activity Concessions in Seattle Parks

Retain Permit: The user must retain a copy of their permit on the premises at all times.

Laws and Rules: The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Seattle Parks and Recreation (SPR) 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 SPR: alteration, painting, or construction on any Seattle Parks structure (if applicable).

Responsibility: The User assumes responsibility for all activities associated with its vending permit.

Departmental Access: SPR authorized representatives shall have free access to the premises at all times. SPR 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. SPR staff may interfere with the User's use of the premises for repair and alteration work resulting from an emergency.

Cancellation, Relocation by SPR: SPR reserves the right to close the service provider's operation or any portion thereof for the convenience of SPR upon notice to the service provider and to close the Premises or any portion thereof without notice to meet any emergency as determined by the Superintendent. In the event of any such closure, SPR may post a sign notifying the public of the impending or effective closure. SPR shall not be responsible for the service providers financial losses arising from any closure.

Revocation: SPR 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 their 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 SPR or engages in activity that may cause injury to the public or damage to the premises.

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

Indemnity: The service provider shall indemnify and hold the City free and harmless from liability from any and all claims, demands, losses, and any death, injury or disability of any person and/or damage to any property or business occurring on or about the premises during the service providers use and occupancy thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any action, error, or omission of the service provider or any of its officers, employees or contractors or sub-contractors. In the event of suit against the City, the service provider shall appear and defend the same, provided service provider is notified in a timely manner of the suit. In the event judgment is rendered against the City, the service provider shall cause the same to be satisfied within 90 (Ninety) days after a final determination thereof, including a final determination of any appeals.

Such indemnity shall not include any claims arising because of the sole negligence of the City, its employees and agents, but shall include but not be limited to any liability as may arise or occur from concurrent, contributing or joint actions or omissions of the service provider and the City.





Permit # _____

<https://www.seattle.gov/parks/about-us/do-business-with-us/partnership-opportunities/commercial-use-permits-activity/recreation->

Your application must be completed by hand or in Adobe Reader and signed. Please print information clearly, attach maps, license, insurance and other applicable documents. Pages 5-6 are all that is needed. Incomplete applications may cause a delay.

Contact Information

**Required Information*

Organization Information							
Company Name				Organization Type			
Address				Suite	City	State	Zip Code
Phone ()	Email Address			Organization Website:			
Main Contact							
First Name*	Last Name*	Gender*	Ethnicity (optional)	Languages (optional)		Date of Birth* / /	
Residential Address*				Apt./Suite	City*	State*	Zip Code*
Primary Phone* ()	Cell Phone ()	Email Address*				<input type="checkbox"/> Promotional Email	
Secondary Contact							
First Name	Last Name	Gender	Ethnicity (optional)	Languages (optional)		Date of Birth / /	
Residential Address				Apt./Suite	City	State	Zip Code
Primary Phone ()	Cell Phone ()	Email Address				<input type="checkbox"/> Promotional Email	

Activity Information

Park(s) Requested*							
Description of Activity*	Please tell us how your activity will benefit the park.						
What is your requested schedule? Include start and end date i.e. April 1-September 30 with days of the week and times for each park.							
PARK NAME	DAYS OF WEEK	TIME(S)	TOTAL HOURS	DATES			
If you need additional space, please attach your schedule: Example of Schedule: Park Name, M,T, W 6am-7am, 9am-11am May 1-September 30							
Activity Type* (Please check)	Boot Camp	Education	Other (specify) _____				
	Fitness Class	Recreational Activity (specify)					
A background check will be required for those working with children. Please list the names of any instructors working with children under age 18:							
Park Rules							
In submitting this application you have agreed to follow all park rules listed in this application/FAQ including prohibiting the use of alcohol, removing all trash generated by participants in your commercial activity and adhering to the prohibition of amplified sound. Your signature on page 6 means that you have read and understand these rules and regulations.							

Permit Information

Permit Details		
Have you operated in a park before?	In a Seattle park?	If yes, any changes from the previous year?
Yes No	Yes No	
Will you have any set up? If so, please describe:		Staff are required to have a professional appearance. How will your staff be dressed?

Site Plan	
Required Information:	<p>Applications will not be accepted without a site plan. You must attach a clear and legible site plan or map with the following indicated:</p> <ol style="list-style-type: none">1. NORTH, indicated by a directional arrow symbol2. Name of park facility and that of surrounding streets.3. The overall event area and starting point (include parking if appropriate) inside the park.4. The location of any physical equipment being placed.5. Any other details you think are helpful.

Proof of Insurance/City of Seattle Business License	<p>Proof of insurance and City of Seattle Business license must be provided to the Contracts and Administration Support Office prior to an agreement being finalized. Emblems will not be issued until all insurance requirements have been received, verified and approved.</p> <p>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 26 or equivalent or it will not be accepted. Please email your proof of insurance to the Contracts Administration and Support Office at: sprconcessions@seattle.gov</p>
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Application Fee/ Payment Due	<p>Full payment is required prior to permit issuance. You will receive an invoice and payment will be submitted directly to City Treasury. There are no refunds. Credit cards are not accepted.</p>
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Signature	<p>SPR requires each business or organization to remain in compliance with all current and emerging city, county, state and federal laws, regulations, proclamations, and public health notices issued during this COVID-19 pandemic. Your signature confirms that you have read the Activity Use Permit FAQ and will follow COVID-19 Safety Guidelines .</p>
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Signature*: _____ **Name* (printed):** _____ **Date*:** _____

By checking this box as an electronic signature, I agree to all the terms and conditions that may apply to the permitting process and agree that all information contained in this application is true and correct to my knowledge.

How Did You Hear About Us?