

Parks Event Scheduling Office
Elliott Bay Office Park
300 Elliott Ave W, Suite 100
Seattle, WA 98119

Office: 206.684.4080 x 3
E-mail: parkusepermits@seattle.gov
www.seattle.gov/parks/reservations/permits.htm

Introduction

Thank you for choosing a Seattle park for your public event. Use permits allow Seattle Parks and Recreation (SPR) to prevent conflicts, make necessary maintenance preparations, and avoid overuse of facilities.

Permits are required if any of the following apply:

1) Any amplified sound is planned. 2) Any equipment is brought into a park. 3) The event is publicly advertised. 4) Your gathering will impact normal public use of the park.

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:

Event Scheduling Office, Elliott Bay Office Park, 300 Elliott Ave W, Suite 100, Seattle, WA 98119
Telephone: 206-684-4080 x 3, e-mail: parkusepermits@seattle.gov, TDD only: 206-684-4950

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

Application

Please complete the below application form as completely as possible. Answers to 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 for review on a rolling calendar. Proposed dates can be up to one year in advance. We encourage all event organizers to turn in their applications early, as Park Use Permits are reviewed on a first-come, first-served basis. Depending on season, it can take 5-15 business days to review and process an application. The Event Scheduling Office accepts applications at any time for events, but late fees will be assessed to applications received within thirty days, with exception of 1st amendments; late applications may be denied or not processed if SPR determines that there is insufficient time for any aspect of the event

Fees and Charges

Application Fee

Parks charges a non-refundable Park Use Permit Application fee with every permit application. The fee is \$75 unless your event is protected by the First Amendment to the U.S. Constitution, in which case the processing fee is reduced to \$50.

Other fees, explained below, may include but are not exclusive to:

Permit Fees

- \$15 to \$49 per hour Park Fee
- \$95 for Electrical Hook up
- \$75 Late Application Fee (explained under Application section)
- \$100 Commercial Use Fee per surface or display is explained in detail below
- \$25 per vehicle Load/Unload Fee. (May not be allowed at certain parks)
- 10% of gross sales or \$30 per booth/canopy fee (explained below)
- Additional use fees, such as table or shelter fees.
- A refundable damage deposit may be required for certain events.
- Upon review of a Park Use Permit application, Event Scheduling staff may determine that SPR 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 send you a confirmation with the cost of your permit. 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

SPR must approve any plan to charge admission or sell any service or product at any event on SPR property. If approved, 10% of gross receipts collected on SPR property or a \$30 per booth/canopy fee (whichever is greater) must be paid to the city. This payment is due to the Event Scheduling 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. A Donation is where the donor alone determines what they 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 inside that park. The Special Event Office will inform applicants if this is the case.

Private Use and Restricted Use Fees

There are specific fees associated with a permit that restricts some or all use of a public space to the public. E.g. a large company event for employees only or a ticketed public event. Ask event staff for more details.

Commercial Use/Promotional and Advertising Fees

SPR charges \$100 per surface, per day, for logo-ed 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 SPR Event Management and must accurately disclose all applicable displays prior to permit issuance. For questions review here: <https://www.seattle.gov/documents/Departments/ParksAndRecreation/Reserve/Permits/Commercial%20banners%20w%20extended%20langauge.pdf>

Damage Mitigation

Damage to turf, trees, shrub beds, hard surfaces, buildings or other items caused during the event will be charged to the user group at SPR's current labor and material costs. All damage must be repaired to Seattle Parks and Recreation standards.

Insurance

- Please send this section to your insurance broker, agent, or insurer.
- Acceptable evidence of insurance as specified below must be filed with and approved by SPR at least 30 days prior to the scheduled date of an 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.

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Insurance Cont. \$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.

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 via email

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 must be issued to: Seattle Parks and Recreation via email: parkusepermits@seattle.gov. **Paper copies will not be accepted.**

Deposit The City may require deposit in the below 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) 25.08.520, applies, in order to comply with its terms and conditions;
 5. When special services are provided, or extra expenses are anticipated, and the Superintendent of SPR 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 Parks Code.
 7. 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.
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Approvals/Other Permits

It is an applicant’s responsibility to research and secure all necessary City Permits required for an event other than the Park Use Permit. Note: Large events, complicated park locations, or requiring services such as Police for traffic control or events that would impact Metro may be required to work with the Citywide Special Events office: 206-733-9245, specialeventsoffice@seattle.gov, www.seattle.gov/special-events-office/

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 sq. ft, or tents without walls with an aggregate area exceeding 700 sq. ft.

Use of propane or any open flame for heat or cooking operations

Some events may require an assembly permit (enclosed space more than 99 people or open space with more than 499 people)

Contact the City’s Department of Construction and Inspections at 206-684-8600 if your event includes:

Building of or use of a stage, platform, bleachers, and/or scaffolding structures; 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 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 city street or roadway

Contact Seattle Public Utilities - 206-684-3453 about:

Approved types of waste management, recycling, food and beverage approved packaging or the plastic ban or this website: <https://www.seattle.gov/utilities/your-services/collection-and-disposal/recycling/event-recycling>

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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. <https://www.seattle.gov/city-finance/business-taxes-and-licenses/business-licenses>

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

Serving or preparing food. <https://kingcounty.gov/depts/health/environmental-health/food-safety.aspx>

Contact the Seattle Police Department Harbor Patrol at 206-684-4071 if your event includes:

Any activity on waterways (boat races, swim events, paddle events, and /or any other waterborne event: mooring, fireworks, barges, etc.)

Harbor Patrol determines whether police staffing is required, or if other agency notification/permission is required

Noise and Sound Control

Sound is the one item that can have the biggest impact on a neighborhood and we review carefully.

It is unlawful to have amplified sound in a park without a permit from the Event Scheduling Office for specific events and times. In addition, SMC 25.08.520 (A) makes it unlawful for any person to cause or allow sound from an officially sanctioned outdoor event to have amplified sound in a park that exceeds an "Leq" of 95 db(A) for one minute as measured 50 feet from the source. An "Leq" 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 and/or removal of subwoofers. Please inquire at the time of booking.

An authorized city official may stop any outdoor musical event as a public nuisance if the decibel level exceeds 95 dB (A) for a total of five minutes in any thirty-minute period as measured 50 feet from the source and/or subwoofers that can be felt more than 200 feet away for more than 5 minutes. A copy of the Noise Control Ordinance will be supplied upon request.

Amplified sound hours are 9am-10pm Sat and Sun, 7am-10pm M-F. A noise variance may be requested, but no guarantee of approval: <https://www.seattle.gov/special-events-office/handbook/outdoor-amplified-sound>

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, nation-al 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 SPR's 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 SPR 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: 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.

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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 | | | | (Application will not be processed if ANY red boxes are left blank) | | | | |
|---|-------------------------|--|-----------|---|--------------------|--|--------------|--|
| Sponsoring/Producing ORGANIZATION NAME: | | | | | | | | |
| Mailing Address: | Street Address | | City, | | State | | Zip | |
| | Name: | | | Name: | | | | |
| Applicant Contact Info: | Title: | | | Title: | | | | |
| | Phone: | | Cell: | | Secondary Contact: | | Phone: Cell: | |
| | Personal Company Email: | | | | Email: | | | |
| Demographics | Gender: | | Birthday: | | Gender: | | Birthday: | |
| | Race: | | | | Race: | | | |
| | Language Spoken: | | | | Language Spoken: | | | |
| Generic Company Email: (optional) | | | | Organization/Event Website: http://www. | | | | |

| 2. EVENT INFORMATION | | | | | | | |
|--|--------------|---|---|--|--|---|--|
| EVENT NAME: | | | | | | | |
| PARK NAME (S) REQUESTED: | | Name of Park: ATTACH A DETAILED MAP - REQUIRED, SEE PAGE 6 for specifics | | | | | |
| Event Dates: Indicate Dates/Times open to attendees or list Option 1 and Option 2, etc for single day events (add * if optional date (s); add extra sheet if needed) | | | | Hours: when event starts to when it ends | | Expected Daily Attendance: participants volunteers, staff, spectators | |
| Day 1 | Day of week: | 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: (when equipment gets placed in park) | | | Event Take Down Complete: (when all equipment is removed) | | | Total Attendance: (Add all rows & columns) | |
| Start Date: | | Start Time: | | End 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 | Sporting Event | Other: |
| | Run/Walk Event | Protest/Rally | |
| | Start Time for Run/Walk: | Theatrical Performance | |
| Is your event ticketed? Yes No | | If yes, can anyone get a ticket? Yes No | Is \$\$ collected onsite? Yes No |

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| 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: |
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| Event Purpose: <i>attach pages if needed</i> | |
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4. SITE PLAN

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|------------------|---|
| REQUIRED: | Applications will not be accepted without a map. Map must be clear and legible 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, food trucks, numbered shelters. |
| | 5. For runs/walk/swims, etc, must provide proposed route |
| | 6. Any other details you think are helpful. |

| | |
|------------------------------|--|
| Equipment / Set up: | Please check all boxes and/or list numbers that apply (Show all equipment on your attached map) |
| Logo/promotional signs # ___ | Tents/Canopy/Booths # ___ |
| Portable Restrooms # ___ | Vehicle Access # ___ |
| Generator | Stage Equip. |
| Bounce Toys | Fountain off |
| Sprinklers Off | Other: |

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

| | |
|--|--|
| Event Set Up <i>add attach pages if needed</i> | Describe the logistics and set up of your event. Attach additional documents if necessary (Map Required): |
|--|--|

| | | |
|--------------------------|--|--|
| 5. VENDORS/ SALES | Does your event have any on site financial transactions? Yes No | How many Vendors? |
| | Serving/selling Alcohol? | Will you be serving food or beverages? |
| | Sales: On-site registrations | Services Food Truck (s):#___ |
| | Food Beverages Merchandise Other | |

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

6 Application for Use Permit

General Terms and Conditions for Special Events in Seattle Parks

Retain Permit: The user must retain a copy of their 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 (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: the sale of food, beverages, goods or merchandise; charging admission or fees for services; alteration, painting, or construction on any structure within a Seattle Park (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. SPR disclaims any liability from, and the User agrees not to hold SPR liable for, all harm that may arise from the event authorized by this permit.

Departmental Access: SPR authorized representatives shall have free access to the premises at any and 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 Department: SPR may, without liability, upon giving as much advance notice to the User as practical, cancel or terminate a 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: 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 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.