



**KitsapCounty**  
Parks

# Policies: Athletics



# TABLE OF CONTENTS

Overview & Definitions	3
Reservations & Scheduling	6
Payment & Cancellations	10
Event Requirements & Permits	13
Facility Use Rules	18
Tournament Specific Rules	26
Safety & Security	27
Facility Conditions & Closures	29
Damages, Conduct, & Enforcement	32
Appendices	35

# OVERVIEW & DEFINITIONS

## PURPOSE

The Athletic Policies provide clear, consistent guidelines for the reservation, use, and care of Kitsap County athletic fields and related facilities. These policies are designed to:

- Ensure fair and equitable access for all USERS, including LEAGUE PLAY, TOURNAMENTS, and community events.
- Promote safe, responsible, and respectful use of public resources.
- Protect and preserve the condition of athletic fields for long-term community benefit.
- Establish clear procedures for booking, payment, cancellations, and compliance.
- Support efficient coordination between USERS and the KITSAP COUNTY PARKS DEPARTMENT.

By following these policies, all USERS help maintain high-quality facilities, foster positive community experiences, and safeguard public assets for current and future generations.

## DEFINITIONS

**ATHLETIC FIELD REQUEST FORM:** The application submitted by a USER to request an athletic field reservation. This form includes details such as event type, attendance, and support needs.

**BOOKED:** The finalized status of a reservation once the USER has submitted a signed USER AGREEMENT and the initial payment has been received and processed.

**COURTESY HOLD:** A non-binding reservation placed on the SCHEDULING CALENDAR to temporarily hold a date or FACILITY for a prospective USER pending further action.

**EVENT COORDINATOR:** Designated personnel from the KITSAP COUNTY PARKS DEPARTMENT assigned to assist USERS in coordinating athletic field rentals, including booking, compliance, and follow-up.

**FOOD VENDOR QUESTIONNAIRE:** A form to be filled out by the USER that gathers details about the food VENDORS who will be serving at the event. The information in this form is used as an element in the fire permit application.

**FIELD PREPARATION:** Activities performed by Parks staff to prepare athletic fields for play, such as setting up scoreboards or equipment.

**GOOD STANDING:** A status indicating a USER has complied with all event terms, including timely payments, proper conduct, no significant damages, and adherence to applicable policies.

**INVOICE:** A billing document issued to the USER by the KITSAP COUNTY PARKS DEPARTMENT that details rental fees and any additional costs associated with the use of the PARK FACILITY.

**KITSAP COUNTY PARKS DEPARTMENT:** The county department is responsible for the management, scheduling, and maintenance of PARK FACILITIES and athletic fields.

**LAYOUTS:** Floor plans provided by the USER to be used by PARK STAFF for the setup of rented equipment and for use in any fire permit application.

**LEAGUE PLAY:** Organized, scheduled athletic games or practices conducted by a sports league, association, or school district under a formal reservation.

**PARK FACILITY:** Any park structure, space, or venue managed by the KITSAP COUNTY PARKS DEPARTMENT that may be reserved, rented, or otherwise used for organized events.

**PARK STAFF:** Designated personnel responsible for the upkeep, cleanliness, safety, and overall appearance of public parks and recreational facilities.

**PENDING:** A temporary status applied to an event request once the ATHLETIC FIELD REQUEST FORM has been submitted and is under review, but before the USER AGREEMENT is signed and the deposit is paid.

**PERIODIC RENTALS:** Short-term or one-time facility reservations that occur on a non-continuous basis.

**SCHEDULING CALENDAR:** The internal calendar maintained by the KITSAP COUNTY PARKS DEPARTMENT reflects all COURTESY HOLDS, PENDING and BOOKED events.

**SPECIAL PARK EVENT PERMIT:** The application submitted by a USER to request a Special Park Event. This form includes details such as event type, attendance, and support needs.



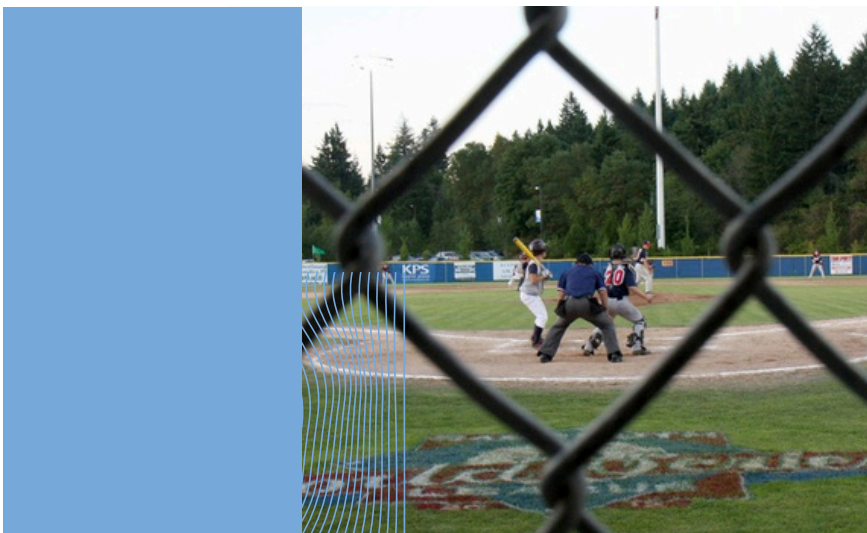
**TOURNAMENT:** A structured athletic competition involving multiple teams or participants, often held over one or more days, and requiring a formal reservation.

**USER:** Any of the following that reserves, rents, or utilizes athletic fields or sports facilities under these policies:

- **Sports Associations, Leagues, and Teams** – Organized athletic groups recognized by the KITSAP COUNTY PARKS DEPARTMENT as formal users of athletic fields for league play, practices, and competitive games.
- **School Districts** – Public or private K–12 educational institutions that use athletic fields or facilities for school-related programs, practices, or competitions.
- **Non-Profit Organizations** – Registered 501(c) or equivalent organizations whose mission includes providing recreational, educational, or community programming.
- **Businesses** – Private companies or commercial entities that rent facilities for employee recreation, team-building, tournaments, or other business-related activities.
- **Organizations** – Clubs, associations, or community groups that are not schools, leagues, or formal non-profits but seek to use athletic facilities for organized recreational purposes.
- **Individuals** – Private citizens (age 18+) reserving athletic fields for personal, family, or casual recreational use not affiliated with an organized league, association, or business.

**USER AGREEMENT:** A contract issued by the KITSAP COUNTY PARKS DEPARTMENT outlining the terms and conditions of use for a particular event or reservation.

**VENDOR:** A person or business contracted or permitted by the USER to provide goods or services during an event. This includes food VENDORS, equipment providers, and service personnel.



# RESERVATIONS & SCHEDULING

## ELIGIBILITY TO BOOK

- Sports associations, leagues, and teams
- School districts
- Non-profit organizations
- Businesses
- Organizations
- Individuals (18 years of age and older)

Each of the foregoing is a USER for this document.



## DROP-IN AVAILABILITY

Fields and sports facilities not in use or scheduled for use can be used on a drop-in basis without a reservation or rental payment, except for Lobe Fields (1 and 4).

Eligibility for drop-in use includes:

1. Neighbors, friends, and family are responsible for casual activities unrelated to any league or organized team play.
2. "Pick-up" games that are casually organized, free, and not affiliated with any organization that collects payment or charges fees.
3. Drop-in use on unreserved fields is not intended for team practices or games when the team is part of an organized association. These games and practices must be scheduled within the times the league or association has reserved.

During the peak sports season, unreserved time is generally limited to Sundays or daytime Park hours during the week.



## **BOOKING PROCEDURES**

1. Review the policies carefully for information and requirements about your athletic field request.
2. Each USER must complete the ATHLETIC FIELD REQUEST FORM for each season. The EVENT COORDINATOR will review each application and utilize booking priorities to create and publish the schedule for each season. All applications and bookings are subject to weather and field conditions.

Season	Applications Due	Schedules Published
Spring/Summer (March-August)	November 10	December 1
Fall (September-November)	May 1	May 30
Winter (December-February)	August 10	September 1

3. Once the ATHLETIC FIELD REQUEST FORM has been received and processed by the EVENT COORDINATOR, a USER AGREEMENT email will be sent to the USER with a schedule of field usage dates.
4. A signed USER AGREEMENT, certificate of insurance, and applicable payment are required to complete the booking process.

## **BOOKING PRIORITIES**

When conflicting requests are made for the same athletic field for seasonal schedule requests, the KITSAP COUNTY PARKS DEPARTMENT uses the following guidelines to prioritize them, with those first on the list having greater priority.

1. KITSAP COUNTY PARKS DEPARTMENT co-sponsored programs
2. School District Programs
3. Non-Profit Organization
4. Private For-Profit Leagues
5. Private Group, Events, and General Public
6. A one-time, non-profit event for members of a particular organization or group (i.e., company tournament).
7. Individual teams or USER'S that do not meet the descriptions of prior categories

In recognition that there are limited fields, the following additional factors may also be taken into consideration to help establish fair, equal, and reliable allocations:

1. Benefit to the residents of Kitsap County
2. Type of event (national, regional, state, or local)
3. Seasonal activities versus non-seasonal activities
4. Fulfills a community recreational need
5. Impact of use on the surrounding neighborhood
6. Safety of participants and general PARK FACILITY visitors
7. Scheduled games versus practices
8. Diversity of recreational opportunities
9. Field conditions (fields may be closed or subject to limited availability at any time for safety concerns or due to the risk of severe damage to the fields)
10. Parking availability at the FACILITY
11. Athletic field use may be restricted, denied, or canceled if a USER is not in GOOD STANDING

All applications submitted **before** the deadline for the scheduling season will be evaluated simultaneously and not on a first-come, first-served basis.

All applications submitted **after** the deadline for the scheduling season will be evaluated on a first-come, first-served basis after schedules are published.

Any changes to the schedule after the deadline for the scheduling season will be evaluated on a first-come, first-served basis after the schedules are published.

Athletic field use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

Note: The EVENT COORDINATOR can determine if additional criteria should be considered during field allocation.

## **RESERVATION STATUSES**

### **PENDING**

When a USER has committed a date and has requested a booking by completing an ATHLETIC FIELD REQUEST FORM online or by paper form, the EVENT COORDINATOR will review this form. If approved, the USER AGREEMENT will be drafted and provided to the USER. When the USER AGREEMENT is being processed or is in transit, the said event will be considered PENDING. Still, it will be treated the same as BOOKED events for the SCHEDULING CALENDAR. USER AGREEMENT and payments not received by the due date may result in cancellation of the reservation.

### **BOOKED**

An event is considered BOOKED when a USER, following a discussion with an EVENT COORDINATOR, commits and agrees to a PARK FACILITY and signs the USER AGREEMENT, coupled with their appropriate payment (see PAYMENT PROCEDURES section) of the PARK FACILITY rental.



A USER must sign the USER AGREEMENT and then return the signed USER AGREEMENT with the appropriate payments within 10 business days.

Failure of the USER to follow such procedures may result in cancellation of the USER AGREEMENT, a refund based on the schedule detailed in the Cancellation by User section, and release of the event date.

### **COURTESY HOLD**

A COURTESY HOLD is not a binding agreement for the KITSAP COUNTY PARKS DEPARTMENT to rent a PARK FACILITY to the USER. It is a courtesy offer to allow potential USERS the chance to assemble information or programming before committing to booking an event. At the discretion of the KITSAP COUNTY PARKS DEPARTMENT, the EVENT COORDINATOR may place a hold on the SCHEDULING CALENDAR, at no cost to the USER, under the following conditions:

1. SCHEDULING CALENDAR is checked for PARK FACILITY availability.
2. A brief overview of rules, policies, and applicable guidelines to specific events is explained and reviewed with USER.
3. The USER must provide current and complete contact information.
4. If no contact has been made by the USER to the EVENT COORDINATOR within 45 days of the event, "hold" on the SCHEDULING CALENDAR may be subject to removal from the SCHEDULING CALENDAR. The EVENT COORDINATOR will attempt to contact the USER before removing the hold.
5. If more than one USER requests to hold the same date, the holds will be labeled on the SCHEDULING CALENDAR as "1st Hold," "2nd Hold," etc., and will be prioritized by the date of the hold requests.

### **PENDING CHALLENGE**

If a USER wishes to reserve a date that is currently in PENDING status by another USER, they may submit a challenge for that date on the SCHEDULING CALENDAR. The USER holding the PENDING reservation will be contacted and given no more than two business days to either confirm their reservation by completing the booking process or releasing the date. When the date is released, the challenging USER must be prepared to finalize their booking immediately.

### **MODIFYING RESERVATION**

USERS may request changes to an existing USER AGREEMENT. Based on availability, additional facilities may be added, and other modifications may be approved at the discretion of the KITSAP COUNTY PARKS DEPARTMENT. All changes must be confirmed in writing and may require updated fees.

### **SCHEDULING ALLOCATION**

Unless otherwise specified in writing, the KITSAP COUNTY PARKS DEPARTMENT may schedule other similar events without notice to the USER.

# PAYMENT & CANCELLATIONS

## **ACCEPTABLE PAYMENT FORMS**

The KITSAP COUNTY PARKS DEPARTMENT accepts credit cards and personal checks. Cash will not be accepted. Online payments are accepted through the KITSAP COUNTY PARKS DEPARTMENT website. All credit and debit card payments are subject to a transaction fee. The USER is responsible for all credit/debit card fees. Checks can be sent via mail or delivered directly to the Parks Office.

## **DEPOSITS AND PAYMENTS**

Deposits and payments vary, as indicated in the Payment Procedures section, and depend on the type of activity.

## **FEES**

Fees for use of County-owned facilities are reviewed periodically by the Kitsap County Board of County Commissioners and are subject to change with 60 days' advance notice. The Kitsap County Parks Director has the authority to establish discounts for consecutive multi-day events and to determine pricing on items, services, and events not covered in the Board of County Commissioners Fee Schedule Resolution.

## **PAYMENT PROCEDURES**

### **PERIODIC RENTAL PAYMENTS BY THE USER**

Payment in full is required for the use of fields or sports facilities upon reservation.

### **LEAGUE PLAY PAYMENTS BY THE USER**

For league or seasonal play, PARK FACILITY reservations are made for an entire season, and the following applies:

1. The KITSAP COUNTY PARKS DEPARTMENT will INVOICE the USER upon completion of each month.
  - a. Payment of the INVOICE is due 30 days after the INVOICE date.

### **TOURNAMENT PAYMENTS BY THE USER**

The KITSAP COUNTY PARKS DEPARTMENT intends to avoid post-event "accounts receivable." In most cases, full payment of PARK FACILITY FEE(s) will be due before the event occurs.

1. The payment schedule will be clearly shown in the USER AGREEMENT and will be as follows:
  - a. A deposit of 50% of the PARK FACILITY FEE is due within 10 days after receipt of the signed USER AGREEMENT.
  - b. A second deposit of 50% of the PARK FACILITY FEE is due 30 days before the date of the event.

# **REFUND AND CANCELLATION POLICY**

## **CANCELLATIONS BY KITSAP COUNTY**

The KITSAP COUNTY PARKS DEPARTMENT will cancel and release the dates of PENDING events if payment and signed documents are not received within the 10 business days required to move the event to BOOKED or for reasons that would be most beneficial to the KITSAP COUNTY PARKS DEPARTMENT. In such cases, the KITSAP COUNTY PARKS DEPARTMENT will notify the USER as soon as possible.

In addition, the KITSAP COUNTY PARKS DEPARTMENT will have the right to terminate all or part of the USER AGREEMENT at any time, without liability on the part of the KITSAP COUNTY PARKS DEPARTMENT, upon 30 days' written notice; provided, however, the USER AGREEMENT may at any time be terminated without written notice when the PARKS FACILITY is required for public use because of unforeseen emergency. Please get in touch with your EVENT COORDINATOR if you have any questions or need clarification.

## **CANCELLATIONS BY THE USER**

PARK FACILITY reservation cancellations are handled differently depending on whether they are for PERIODIC RENTALS, LEAGUE PLAY, TOURNAMENTS, or special events. They will be addressed as stipulated below or following the most recently adopted KITSAP COUNTY PARKS DEPARTMENT refund policy.

1. Cancellations must be made in writing to the KITSAP COUNTY PARKS DEPARTMENT (Parksevents@kitsap.gov)
2. USERS may cancel their reservation at any time. Refunds are subject to the refund table below:

<b>Cancellation Date</b>	<b>Periodic Rental Fees Refunded</b>	<b>League Play Fees Refunded</b>	<b>Tournament Fees Refunded</b>
No Show	0%	0%	0%
0-14 Days Before the Reservation	0%	0%	0%
15-30 Days Before the Reservation	50%	50%	50%
31 Days or More Before the Reservation	100%	100%	100%

3. Any additional charges or fees incurred during the event beyond the original estimated charges will be INVOICED after the event.
4. The specific due dates will be indicated in the USER AGREEMENT. Additional fees may include charges for electrical orders, accessories, labor, trash removal, extra cleaning, or damage.

## **LATE PAYMENT AND GOOD STANDING**

### **AFTER-EVENT INVOICING**

In cases where the USER is to be INVOICED after the event has taken place, payment must be made in full by the due date. Failure to pay by the due date will result in the USER losing GOOD STANDING, which will result in disqualification from having future events at KITSAP COUNTY PARKS DEPARTMENT.

### **DEFAULTS AND REMEDIES**

If the USER fails to abide by or violates the terms and conditions specified in this USER AGREEMENT, the KITSAP COUNTY PARKS DEPARTMENT may also:

1. Withhold use of the PARK FACILITIES.
2. Immediately terminate the USERS' use of the PARK FACILITIES. Upon receiving such notification, the USER will immediately vacate the PARK FACILITY. If the USER fails to leave and remove their property immediately, the KITSAP COUNTY PARKS DEPARTMENT may seek remedies for unlawful trespass.
3. Sue for damages.
4. Pursue any other remedies available under the law.

### **GOOD STANDING**

If a USER violates the terms of the signed USER AGREEMENT, the USER could lose their GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to bar future events for said individual(s) and/or organization for a set period or, in some cases, permanently. Determination of the loss of GOOD STANDING is at the sole discretion of the KITSAP COUNTY PARKS DEPARTMENT. Communication about the loss of GOOD STANDING will be sent to the USER by letter.

### **INVOICE DISPUTES**

It is expected that disputed INVOICES will be brought to the County's attention within 30 days of the INVOICE date. Such disputes will be investigated thoroughly and resolved as quickly as possible. However, only the disputed amount from a particular INVOICE may be withheld from payment. The remaining amounts not in dispute must be paid according to the indicated due date. Failure to pay amounts not in dispute will be determined past due.



# EVENT REQUIREMENTS & PERMITS

## INSURANCE AND INDEMNIFICATION

### INSURANCE

USER shall obtain, at its own cost and expense, commercial general liability insurance in the amounts of not less than one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, in a form satisfactory to the Risk Manager's Office of Kitsap County. Depending on the event type or hazardous nature, minimum limits may be increased, and the USER will provide a copy of the policy upon request of the County. The policy shall be endorsed, and the certificate shall reflect that Kitsap County is an additional insured on the USER'S policy and that the USER'S insurance is primary. The USER shall provide the EVENT COORDINATOR with a completed copy of a certificate of insurance, signed by the insurance agent for the USER, and the additional insured endorsement as evidence of such coverage before use of the PARK FACILITY. Failure to do so may result in the revocation of this permitted event.

1. If alcohol is to be served by the USER or others under the terms of this USER AGREEMENT, the USER'S insurance will include liquor liability and be stated on the certificate.
2. In the event of non-renewal, cancellation, or material change in the coverage provided, 30 days' written notice shall be given to Kitsap County, and another copy mailed postage prepaid to ATTN: Risk Manager, 614 Division St MS-13, Port Orchard, WA 98366. Such insurance shall only be diminished or rescinded by giving Kitsap County 30 days' written notice.

### INDEMNIFICATION

USER hereby agrees to indemnify and defend Kitsap County and its elected and appointed officials, officers, employees, and agents, at USER'S sole expense, and to pay any claim, loss, or cost incurred by Kitsap County or any third party arising out of USER'S negligence or claimed negligence, willful acts, or for any other loss or claims of Kitsap County or third parties, arising out of USER'S use of the FACILITIES hereunder, including the cost of attorney fees, court costs, and all other costs associated with the defense of any such claim. In particular, and in addition to the above, USER agrees to be fully and solely responsible for any damage, loss, or liability which is incurred by or threatened upon Kitsap County, arising out of any act done or damage caused by any patron on the FACILITIES at USER'S request or sufferance, including bodily injury or property damage to third parties, including all attorney fees and costs of defense of any such claim.

# **FIRE PERMITS**

If your FACILITY RENTAL includes any of the following, a separate fire code permit may be required:

- Use of open flames or candles
- Operate a place of assembly where the total number of attendees indoors exceeds 350, or 1000 outdoors
- Display, operate, or demonstrate liquid or gas-fueled vehicles within any building.
- Operation of a mobile food preparation vehicle
- Use of fireworks or pyrotechnic special effects
- Use of erect tents, canopies, or membrane structures
  - Where any single tent or stage canopy exceeds 400 square feet
  - Where any tent or canopy or group of individual tents or canopies is placed less than 12 feet from one another, and other buildings exceed 700 square feet.
  - Where any air-supported membrane structure exceeds 400 square feet

Please get in touch with your EVENT COORDINATOR for additional information.

Pricing is set by the Kitsap County Department of Community Development (DCD) and is subject to change without notice.

The USER agrees to provide the EVENT COORDINATOR with an event LAYOUT and all requested paperwork at least 45 days before the event. Specific LAYOUTS may require advance written approval by the Kitsap County Fire Marshal, who can be contacted at 360-337-5777. Aisles and exits, as designated on approved LAYOUTS, must be kept clean and free from obstruction. Fire lanes in and around the PARK FACILITY must remain clear and unobstructed. The USER is responsible for advising VENDORS about Fire Regulations.

## **FIRE PERMIT APPLICATION PROCEDURES**

If a fire permit is required, the USER will be required to submit to the EVENT COORDINATOR the following, a minimum of 45 days before the event:

- LAYOUT
- EQUIPMENT RENTAL FORM
- FOOD VENDOR QUESTIONNAIRE
- Total estimated attendance
- List of air-filled membraned structures (ex, bounce houses)
- List of any motorized vehicles that will be placed inside as part of an event
- Electrical power needs

The information contained in these documents will be used to determine whether a fire permit is required for the event. The EVENT COORDINATOR will apply for the fire permit on the USER'S behalf. All decisions regarding the fire permit, including any additional requirements necessary to approve the permit, are at the sole discretion of DCD. The USER agrees to comply with all requirements and adjust as needed to remain in compliance and hold all VENDORS and third parties accountable.

Once DCD has reviewed the permit application, the EVENT COORDINATOR will email a copy of any concerns or the approved permit to the USER for review. The EVENT COORDINATOR will retain the "official copy" for use during the fire inspection. Fire inspections are typically one hour before the public enters the event. No member of the public will be allowed to enter the facility until the fire inspection is completed and signed by the Fire Marshal. All fees for the USER'S fire permit will be added to the USER'S INVOICE.

## **LAYOUTS**

USER must submit a parking LAYOUT, sanitation plan LAYOUT, and/or race LAYOUT to your EVENT COORDINATOR in writing, along with the ATHLETIC FIELD REQUEST FORM for consideration of event approval. Failure to do so will result in cancellation of the booking request.

The USER must submit a LAYOUT in writing no later than 45 days before the event move-in date. Failure to do so may result in late fees and additional labor costs.

The Kitsap County Fire Marshal must pre-approve specific LAYOUTS before the event's start date. Ask your EVENT COORDINATOR if your event qualifies for this requirement. Designated public walkways, inside or outside buildings, shall be maintained to a minimum of eight feet clear width.

Any public walkway designated as an exit passage shall have a minimum of 10 feet clear width. The Fire Marshal may require additional width. No exhibit, booth, portion of an exhibit, booth, or any other obstruction shall extend into a designated walkway or emergency exit.

## **ELECTRICAL**

Unless otherwise specified, the electricity needs of the USER will be paid for by the USER at the current rates in effect. USER'S electrical requirements shall be submitted to the EVENT COORDINATOR 45 days before the event move-in date.

They may be subject to late fees if requirements are received after the specified due date. Multiple plugs, such as twin sockets and cube taps, are prohibited. Qualified people must perform all work and conform to applicable Kitsap County fire codes.

## **ELECTRICAL CORDS**

Extension cords and relocatable power strips supplied by and used by the USER shall be intended for heavy-duty use, with a minimum 16-gauge, polarized, grounded type, and a 3-prong plug. Using a non-grounded, multiple-plug, or extension cord with 16-gauge wire or less ("zip cord") is prohibited. Extension cords and locatable power strips shall be in good condition without splices, deterioration, or damage. No electrical appliance, power strip, or extension cord shall be used if it is damaged or altered in any way. Power strips shall not be chained together, and extension cords shall not connect directly to the power strip. Appliance or equipment shall plug directly into a power strip. Any appliance or extension cord placed through a public access area must be protected by foot traffic cover. KITSAP COUNTY PARKS DEPARTMENT reserves the right to refuse electrical service due to safety concerns.

## **USE OF FLAME OR FLAMMABLE MATERIALS**

USER agrees not to stage any act or performance involving fire, flame, or explosive device without obtaining the prior written permission of the KITSAP COUNTY PARKS DEPARTMENT and Kitsap County Fire Marshal. USER further agrees that it will not use any decorative materials prohibited by any applicable law, policy, regulation, or similar flammable or combustible materials on or about the PARK FACILITY. USER may request copies of Kitsap County fire regulations by contacting the Kitsap County Fire Marshall's offices at 614 Division St, Port Orchard, Washington 98366.

Specific LAYOUTS may require advance written approval by the Kitsap County Fire Marshal, who can be contacted at 360-337-5777. Aisles and exits, as designated on approved show plans, must be kept clean and free from obstruction. Fire lanes in and around the PARK FACILITY must remain clear and unobstructed. The USER is responsible for advising exhibitors about Fire Regulations. All exhibit booths must be cleared of combustible rubbish daily.

## **LICENSES AND PERMITS**

Except for a fire permit, the USER is responsible for obtaining all other licenses, permits, and approvals from the appropriate regulatory boards and authorities that may be required for, but not limited to, staging the event.

USER shall comply with all laws, rules, regulations, and codes of the State of Washington, Kitsap County, and the KITSAP COUNTY PARKS DEPARTMENT that include, but are not limited to, workers' compensation insurance, health and safety, fire, construction, utilities, and animal and livestock regulations.

## **COUNTY SERVICES**

Approval of a permit does not oblige or require the KITSAP COUNTY PARKS DEPARTMENT to provide services, equipment, or personnel in support of the event. It is the applicant's responsibility and associated expense to ensure the provision of adequate fire, event security, law enforcement, or medical services at the event if necessary.

Should the applicant want to engage services, equipment, or personnel provided by the County, including but not limited to law enforcement or inspections, such requests shall be delineated explicitly in the application and arranged directly with the office or department that would provide the services.



Services may be rendered if such are reasonably available, and provisions are made to pay for the costs of such services. A deposit or other financial security shall be required based on estimated costs before permit issuance. The applicant and sponsor shall be jointly and severally liable for all costs and fees associated with the event.

## **VENDORS**

The USER must supply the KITSAP COUNTY PARKS DEPARTMENT by 45 days out from the event date. This will verify LAYOUT, equipment requests, and permit use for electrical and fire County permits. All VENDORS at the USER'S liability must take adequate and necessary steps to protect the venue. The USER agrees to repair and replace damaged areas or equipment within the PARK FACILITY.

## **SPECIAL PARK EVENT PERMITS**

A SPECIAL PARK EVENT PERMIT is required for events that exceed standard use capacity, such as larger gatherings greater than the published facility seating capacity, amplified sound, or events with food trucks or anything open to the general public. Permit applications must be submitted and approved at least 60 days before the rental date to allow for proper planning and coordination. To see if your event qualifies for a Special Use Permit, don't hesitate to get in touch with your EVENT COORDINATOR.



# FACILITY USE RULES

## **ADVERTISING AND SIGNAGE**

### **ADVERTISING**

USER agrees to take full responsibility for promoting or advertising its event. The KITSAP COUNTY PARKS DEPARTMENT may promote an event at the KITSAP COUNTY PARKS DEPARTMENT'S sole discretion. The KITSAP COUNTY PARKS DEPARTMENT will not promote an event without USERS' written consent nor adversely affect an event's advertising. USER agrees to provide a name and contact phone number to be printed in any publication when promoting through the KITSAP COUNTY PARKS DEPARTMENT. USER agrees not to represent the KITSAP COUNTY PARKS DEPARTMENT in sponsoring their event without the written permission of the KITSAP COUNTY PARKS DEPARTMENT.

Unless prior written approval from the KITSAP COUNTY PARKS DEPARTMENT has been obtained, the USER will not place upon or permit to be placed upon any part of the PARK FACILITY the following: signs, banners, billboards, advertisements, markings, symbols, or other similar items. Such items must be placed in preapproved areas only and will be removed by the USER at the event's or season's conclusion.

The USER will know that the KITSAP COUNTY PARKS DEPARTMENT serves the public and provides recreational services to the community, including families and children. No harmful, offensive, or inappropriate publicity is permitted; if posted, it will be immediately removed. Such conduct may jeopardize the USER'S ability to use PARK FACILITIES.

### **COPYRIGHT PROTECTED MATERIAL**

USER warrants on its behalf and on behalf of any Artist or Performer engaged by USER that all copyrighted material to be performed has been duly licensed or authorized by the copyrighted owners or their representatives, and USER further warrants, on its behalf and the Artists/Performer's behalf, that any royalty fees arising from the use of copyrighted material in this performance have been paid in full. USER agrees explicitly to fully indemnify, defend, and hold harmless KITSAP COUNTY, its agents, and its employees against any losses, claims, or liabilities related to copyright or trademark violations or claims.

The KITSAP COUNTY PARKS DEPARTMENT website contains valuable information about on-site services, room capacity, upcoming events, exhibitor and attendee information, rules, and regulations. Please provide event information to your EVENT COORDINATOR. KITSAP COUNTY PARKS DEPARTMENT reserves the right to post public events on the public events calendar. This is not a guarantee that your event will be listed.

## **PHOTOGRAPHY AND VIDEO**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to photograph, videotape, or record any event for its records, publicity, and promotional purposes. Your EVENT COORDINATOR will discuss whether your event has been chosen for these activities.

All television, broadcast, video, or sound recording rights are reserved for the KITSAP COUNTY PARKS DEPARTMENT. However, said rights might be acquired by negotiation with the KITSAP COUNTY PARKS DEPARTMENT. Any arrangements made by the USER in this regard are at its sole expense and liability.

If your event is expected to attract media attention, please advise your EVENT COORDINATOR so they may arrange for early entry, additional electricity, or special access needs.

## **CARE OF THE FACILITIES**

USER will not injure, mark, or deface facilities or equipment used by or available to USER. USER agrees to keep the PARK FACILITY clean and safe during all USER'S occupation and use periods. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to require the USER to take such reasonable protective measures as the KITSAP COUNTY PARKS DEPARTMENT may determine necessary to ensure the preservation and protection of the facilities and equipment and the safety of event patrons.

1. USER will not injure, mark, or deface facilities, including but not limited to placing nails, tacks, hooks, or screws into any part of facilities; or adhering signs or posters to painted or glass surfaces by any means, including duct tape or masking tape; or post advertising or other materials in or about the facilities without the KITSAP COUNTY PARKS DEPARTMENT written approval; this includes the floor. No duct or masking tape is allowed; only use gaffing or blue painter's tape to adhere to the floor.
2. In the event of damage or alteration to the facilities or equipment, the USER agrees to pay the KITSAP COUNTY PARKS DEPARTMENT to fully restore the PARK FACILITY or equipment, repair the damage, or replace altered or damaged portions, all at the USERS sole cost and expense.
3. The USER is responsible for erecting any apparatus, scaffolding, rigging, or building structures. Still, to ensure the safety of performers and the public, such devices will be installed according to the specifications and requirements of the Kitsap County building inspector. Before installation, the use and placement of all production equipment, including but not limited to mixing consoles, lighting consoles, other lighting, or sound equipment, will be arranged with the KITSAP COUNTY PARKS DEPARTMENT.
4. KITSAP COUNTY PARKS DEPARTMENT is a safe workplace, and all VENDORS, concessionaires, and contractors shall comply with State and Federal regulations.

5. VENDORS, concessionaires, and contractors are responsible for all safety aspects concerning any work they perform or contract to be done. All work is to be performed to avoid the risk of bodily injury or damage to property. The USER is responsible for monitoring and making necessary corrections to the work procedures to minimize risks and damage.
6. The USER ensures each subcontractor/worker on-site furnishes appropriate safety equipment and has trained personnel.

## **CONCLUSION OF RENTAL**

At the end of each rental period, the USER is responsible for the following:

1. Removing litter for each use of the PARK FACILITY. This includes fields, courts, dugouts, snack shacks, spectator areas, and surrounding areas. Trash will be placed in an appropriate waste receptacle. If no waste receptacle is on-site or is full or overflowing, the USER is responsible for packing out the excess trash. Excessive litter left behind may result in additional fees to the USER.
2. Vacating fields and sports facilities at the conclusion of their scheduled rental time. The fields and sports facilities may be reserved for other rental groups immediately following the USER'S rental. USERS will use their best judgment and courtesy when entering and exiting the fields and sports facilities.
3. Returning PARK FACILITY to the KITSAP COUNTY PARKS DEPARTMENT in first-class condition at the end of use. All USER items, including equipment, signage, and debris, will be removed. Improvements or alterations will also be removed from the PARK FACILITY immediately following use. The condition of the rental PARK FACILITY will be the same as before the USER'S use.
4. Additional charges may apply to the USER if the field is not left clean and in good playing condition for the next renter.

## **FOOD AND BEVERAGE RESTRICTIONS**

### **FOOD**

No food or beverages are allowed on any KITSAP COUNTY PARKS DEPARTMENT athletic fields, except for water.

### **SELLING AND VENDING**

Selling products or food, holding auctions, or engaging in any other fundraising activities at KITSAP COUNTY PARKS DEPARTMENT fields and sports facilities are permitted only on a limited basis and require prior written approval from the KITSAP COUNTY PARKS DEPARTMENT. This applies to the USER, its members, guests, or invitees, none of whom may solicit, sell, or provide goods and/or services on the PARK FACILITY without prior written permission from the KITSAP COUNTY PARKS DEPARTMENT.



## **RECYCLING REQUIREMENTS**

Per RCW 70.93.093, all USERS who have VENDORS who are selling beverages in single-use aluminum, glass, or plastic bottles or cans are required to participate in a recycling program. The KITSAP COUNTY PARKS DEPARTMENT will provide recycling stations where applicable. USERS will be required to monitor and ensure participation. USER will also need to ensure that there is no cross-contamination (trash in recycle bin or recycling in trash bin). It is the USER's responsibility to move items to the proper bins if they are placed in the wrong ones. Failure to do so will incur additional labor costs (\$100 per hour per PARK STAFF). USER and VENDOR are solely responsible for the proper disposal of collected recycling. In most cases, this will mean that the USER and/or VENDOR will need to remove items from recycling.

## **USE OF CONCESSION FACILITIES BY USERS**

The KITSAP COUNTY PARKS DEPARTMENT has concession facilities on several ballfield sites available for KITSAP COUNTY PARKS DEPARTMENT use and for specific designated USERS.

1. The concession facilities are the property of the KITSAP COUNTY PARKS DEPARTMENT, which manages these facilities and provides basic custodial service.
2. The USER is responsible for the following:
  - a. Storing food, oils, and beverages properly using pest-free containers throughout the season.
  - b. Reporting any PARK FACILITY damage to the EVENT COORDINATOR. PARK STAFF will make all the necessary repairs.
  - c. Installing lock boxes or using KITSAP COUNTY PARKS DEPARTMENT-issued padlocks on the storage sheds, allowing authorized access. If the keys are lost, the KITSAP COUNTY PARKS DEPARTMENT will issue a new key for a fee of \$100. If the USER asks to change locks on doors to storage units, the cost is currently \$100/padlock or \$300/bolt. The USER will report the lock box code to the KITSAP COUNTY PARKS DEPARTMENT. All storage units must be accessible to PARK STAFF in case of an emergency. All fees stated are subject to change.
  - d. At the end of the season, each USER will clean and remove any equipment not shared with other USERS that use the snack shack. All food, condiments, and utensils should be packed and stored, making space for different USER'S.

## **KEYS AND ACCESS CODES**

Depending on the event and the PARK FACILITY being rented, keys and/or key cards, as well as gate codes, may be checked out to the USER. All keys and key cards given must be returned immediately after the event's end date. Lost keys, locks, and/or key cards are charged at \$100 per item.

## **LOST AND FOUND**

The KITSAP COUNTY PARKS DEPARTMENT will have the right to collect and have custody of articles left by people attending any performance, exhibition, or activity given or held at the PARK FACILITY. USER or anyone in USER'S employ will not collect or interfere with the KITSAP COUNTY PARKS DEPARTMENT collection or custody of such articles. Articles found will be in the KITSAP COUNTY PARKS DEPARTMENT's possession for 30 days after an event. All unclaimed articles will be disposed of according to law.

## **OCCUPANCY INTERRUPTIONS**

If the PARK FACILITY or any part of the PARK FACILITY is destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrences such as strikes, labor disputes, or acts of military authorities occur, the USER'S event will be canceled at once. The KITSAP COUNTY PARKS DEPARTMENT will not, in any case, be held liable or responsible to the USER for any damage caused by said cancellations, and the KITSAP COUNTY PARKS DEPARTMENT will be relieved of any further liability. The USER will not claim compensation or damages against the KITSAP COUNTY PARKS DEPARTMENT. Any rental funds covering the cancelled portion of the USER'S event, for the reasons mentioned above, will be refunded to the USER.

## **ON-SET PRESENCE REQUIREMENTS**

### **EVENT COORDINATOR ROLE**

Your EVENT COORDINATOR will assist you in selecting a PARK FACILITY, issuing the USER AGREEMENT, and managing any addendums or special attachments as needed. They will work with you to ensure you fully understand the USER AGREEMENT and answer any contractual questions you may have.

The EVENT COORDINATOR, or designee, will follow up with you after your event is completed to ensure its success and discuss any questions you may have about that specific event. They will also assist with booking future events. THE EVENT COORDINATOR will also help organize the PARK STAFF and services available throughout the County to ensure your event requirements are fully met. EVENT COORDINATOR is your primary contact once the USER AGREEMENT has been signed.

### **ON-SITE PRESENCE**

1. The USER or their authorized representative(s) are required to be always present at the PARK FACILITY during the following phases:
  - a. Event setup (move-in)
  - b. Event execution
  - c. Event teardown (move-out)
  - d. All inspections

2. Arrival and Departure Responsibilities: USER or authorized representative(s) must adhere to the "first to arrive, last to leave" principle, ensuring their presence before other personnel or VENDORS arrive for setup and remain on-site until all VENDORS have completed their teardown activities.
3. Security and VENDOR Oversight: The USER or their authorized representative(s) ensure site security, oversee VENDOR activities, and maintain a safe and organized environment throughout all event phases.
4. VENDOR Assistance Protocol: VENDORS requiring assistance or direction must seek support from the USER or their authorized representative(s). The USER or authorized representative(s) will contact the designated EVENT COORDINATOR as needed.
5. Event Communication: Upon receiving VENDOR assistance requests, the USER or authorized representative(s) will contact the designated EVENT COORDINATOR. The EVENT COORDINATOR will then direct the efforts of the PARKS STAFF.

### **SUPERVISION**

The USER must provide adequate supervision. Misuse of the PARK FACILITY or failure to conform to the regulations will be sufficient reason to deny and/or cancel any current or future reservations.

## **PARK FACILITY REGULATIONS**

The rules and regulations in the USER AGREEMENT are in place to preserve the integrity of the facilities and are in the best interest of all USERS. Adhering to them will ensure the KITSAP COUNTY PARKS DEPARTMENT athletic and sports facilities remain in the best possible condition. Failure to comply with these rules and regulations may jeopardize a USER'S ability to use KITSAP COUNTY PARKS DEPARTMENT facilities in the future.

Some additional rules and regulations that may not be specified elsewhere in this USER AGREEMENT are indicated below:

1. League coordinators, presidents, event directors, etc., are responsible for informing team managers, coaches, players, and spectators of PARK FACILITY rules and regulations.
2. The USERS on-site representative is responsible for overseeing the entire activity or event, including monitoring the behavior of participants and spectators and taking any necessary actions to resolve any safety or behavioral concerns.
3. USERS, their members, guests, and invitees will show respect and sportsmanship towards KITSAP COUNTY PARKS DEPARTMENT, officials, opposing team(s), spectators, and general PARK visitors.
4. USERS may not disrupt KITSAP COUNTY PARKS DEPARTMENT activities. KITSAP COUNTY PARKS DEPARTMENT activities always have priority.

5. Questions regarding using a PARK FACILITY while a sporting event is in progress should be directed at the EVENT COORDINATOR as soon as possible during an event.
6. USERS may not “sub-lease” their approved dates to other USERS without approval from the KITSAP COUNTY PARKS DEPARTMENT.
7. USERS may not store equipment and items on KITSAP COUNTY PARKS DEPARTMENT property during or after the event unless approved in writing by the KITSAP COUNTY PARKS DEPARTMENT. Any unauthorized items may be disposed of or assessed for a storage fee.
8. KITSAP COUNTY PARKS DEPARTMENT is not responsible for lost or stolen property.
9. Animals are prohibited in sports facilities, synthetic turf fields, and natural play fields, except for working service animals.
10. The following actions are prohibited:
  - a. Hitting into fences with baseballs or softballs.
  - b. Climbing on fences.
  - c. Standing on dugout or spectator benches.
  - d. USER must require each of its participants to sign a document authorizing the KITSAP COUNTY PARKS DEPARTMENT to photograph them while using KITSAP COUNTY PARKS DEPARTMENT fields and facilities and to use the photographs and video footage in promotional materials. The USER must maintain the authorizations and provide them to the KITSAP COUNTY PARKS DEPARTMENT upon request for at least three years after the last date on which the USER uses KITSAP COUNTY PARKS DEPARTMENT fields and/or facilities.
  - e. A specific PARK FACILITY may require additional rules and regulations. These will be provided by the EVENT COORDINATOR at the time of booking.

## **PROHIBITED ACTIONS**

### **PROHIBITED ITEMS**

The following items are prohibited on athletic fields and sports facilities.

1. Dogs and any other animals (except for service animals)
2. Alcoholic beverages
3. Fireworks
4. Flammable liquids
5. Food and drink
6. Glass objects
7. Golf and use of golf equipment on athletic fields
8. Smoking, vaping, or using tobacco products of any kind

## **INFLATABLE STRUCTURES**

Please discuss this with your EVENT COORDINATOR. Additional insurance may be required if approved.

## **ALCOHOL CONSUMPTION**

As per County Code 10.12.160, alcohol use in KITSAP COUNTY PARKS is prohibited.

## **CAMPING- RV PARKING**

Camping is not allowed at PARK FACILITIES.

## **DRUGS**

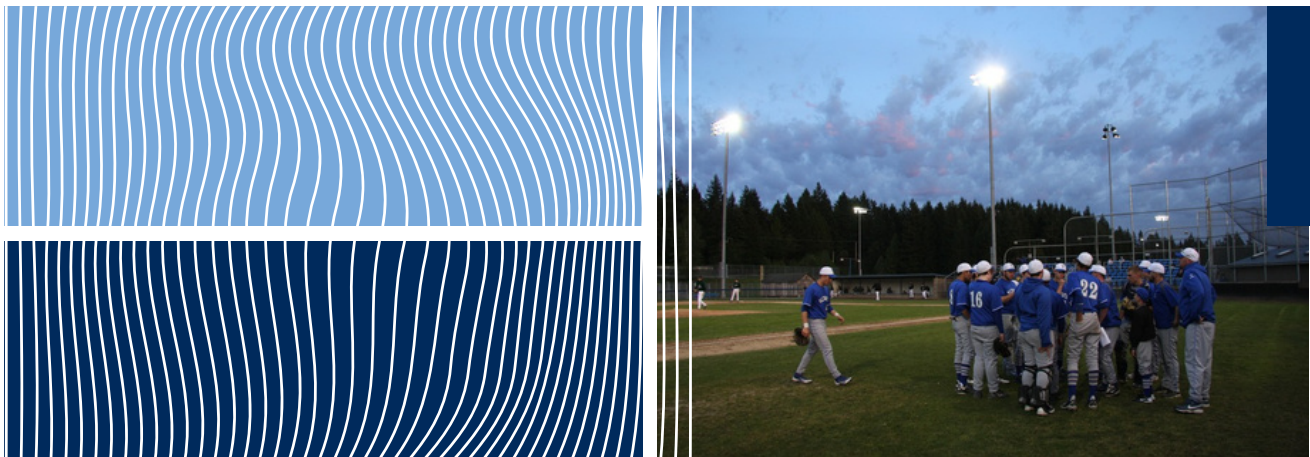
As per County Code 10.12.160, it is unlawful to bring into, possess, or consume in any PARK FACILITY any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if ingested, injected into, breathed, or otherwise administered to a human being or animal.

## **SMOKING OR VAPING**

The KITSAP COUNTY PARKS DEPARTMENT does not allow smoking or vaping in buildings and structures. Smoking or vaping is permitted outside buildings; however, to ensure that smoke does not enter buildings, smoking must occur at a minimum reasonable distance of 25 feet from entrances, exits, windows, and air intakes.

# **USE PERIOD AND TIME SCHEDULE**

The USER will move in, use, and occupy the Athletic Field following the dates and times indicated on the Reservation Schedule. The USER will not extend the time for the occupancy or use of the Athletic Field for the installation or removal of equipment without the express written permission of the KITSAP COUNTY PARKS DEPARTMENT. Additional time will be charged at published rates. The USER expressly agrees that they will be liable for any damage or loss to any third party due to the USER occupying the Athletic Field beyond its move-out time. USER will pay and indemnify KITSAP COUNTY PARKS DEPARTMENT against any such loss, claim, or expenses by a third party so injured or in the event of any third party filing such a claim. USER may not trade or sublease their approved dates without prior permission from the KITSAP COUNTY PARKS DEPARTMENT. Field allocations accepted will be charged to the USER, whether used or not. Schedule changes need to be made in writing.





# TOURNAMENT SPECIFIC RULES

Some additional rules and regulations specific to TOURNAMENTS that may not be specified elsewhere in this USER AGREEMENT are indicated below:

1. TOURNAMENTS and special events can be requested for any day of the week.
2. The game times of the TOURNAMENT will not begin before 9:00 am or continue after 10:00 pm each day.
3. USERS will give the final schedules of the TOURNAMENT to the KITSAP COUNTY PARKS DEPARTMENT by 12:00 PM on the Wednesday before the TOURNAMENT begins.
4. The USER will provide the KITSAP COUNTY PARKS DEPARTMENT with a LAYOUT of the TOURNAMENT and identifying where equipment, food trucks, tents, and such will be placed, a minimum of 45 days before the event. The
5. USER is responsible for obtaining all applicable permits.  
The USER is responsible for handling entry fees.
6. USER is responsible for promoting the TOURNAMENT and will give the KITSAP COUNTY PARKS DEPARTMENT copies of any promotional materials. This includes news releases, flyers, invitations, or information provided on websites. (See section on Advertising and Signs for additional details).
7. USER will provide proper supervision throughout TOURNAMENT. It will designate someone to be the TOURNAMENT or event director on the reserved PARK FACILITY during the TOURNAMENT or event and communicate this information with the EVENT COORDINATOR.



# SAFETY & SECURITY

## **CROWD SAFETY ACCESS**

The USER agrees to sell tickets for and admit only the number of people specified in the negotiation of the USER AGREEMENT. The USER will ensure that attendees can safely and freely move about the PARK FACILITY at all times. USER will not permit chairs or obstacles in the passageways or emergency exits of the PARK FACILITY and will keep clear all sidewalks, grounds, entries, passages, vestibules, and abutting streets and ways of access to the PARK FACILITY. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to require the doors to the public seating areas to be opened at a specified time before the event. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to cancel an event at any time, in its sole discretion, should it become unsafe or pose a threat to public safety.

## **EMERGENCY AND VANDALISM**

The USER will call 911 during an emergency.

1. Once 911 is called, the USER will notify the KITSAP COUNTY PARKS DEPARTMENT.
  - a. If the emergency occurs during work hours (Monday – Thursday, 8:30 am - 5:00 pm and Friday, 8:30 am – 2:30 pm), the USER will contact the main number for the KITSAP COUNTY PARKS DEPARTMENT: 360-337-5350.
  - b. If the emergency occurs after hours during the evening or weekend, the USER will call the main number for the KITSAP COUNTY PARKS DEPARTMENT and leave a voicemail: 360-337-5350.
2. USER representatives must be on-site during field rental periods to ensure parking areas are always clear for emergency vehicle access.
3. If vandalism is sighted, the USER will inform the KITSAP COUNTY PARKS DEPARTMENT at the phone number above.

## **FIRST AID**

The USER is responsible for providing First Aid Equipment and Supplies. Some significant events may require dedicated on-site First Aid personnel. In an emergency, the USER is encouraged to call 911 if needed. Please get in touch with your EVENT COORDINATOR for more information.

## **SECURITY AND POLICE**

USER may be required to hire a specified number of security personnel as outlined by your EVENT COORDINATOR and alcohol provider, who shall be provided by an approved security contractor at the contractor's established rate. Please get in touch with your EVENT COORDINATOR for detailed information regarding the above requirement or if your event requires specialized security.

No designation or approval of personnel by the KITSAP COUNTY PARKS DEPARTMENT will relieve the USER of any obligations hereunder. The USER further agrees to hire the minimum security personnel deemed necessary by the Kitsap County Sheriff to ensure the safety of invitees to the event and the PARK FACILITY. Security must be the last to leave the PARK FACILITY.





# FACILITY CONDITIONS & CLOSURES

## **FIELD CONDITIONS**

KITSAP COUNTY PARKS DEPARTMENT fields and sports facilities are rented “as is.” In other words, the KITSAP COUNTY PARKS DEPARTMENT maintains the fields and sports facilities according to recreational standards appropriate for use by the public and does not groom fields for competitive or specific use.

The USER is responsible for lining the fields reserved for their specific sport and may need to supply equipment such as bases, goals, etc. Additional charges may apply when a USER requires KITSAP COUNTY PARKS DEPARTMENT services over and above what is provided for general recreational use.

## **FIELD PREPARATION**

The KITSAP COUNTY PARKS DEPARTMENT will maintain all fields following a prearranged schedule, and no one other than their official PARK STAFF will be permitted to work in these fields unless authorized in writing.

## **JANITORIAL SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT does not provide PARK STAFF for Athletic Field rentals. The USER may request support from PARK STAFF, but it is based on PARK STAFF'S availability and will require an additional charge. The USER will submit a complete and detailed outline of the equipment required, including LAYOUT and other information necessary for the EVENT. This information must be available to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The EVENT COORDINATOR will be able to assist in identifying areas that have potential cost implications.

## **MOTORIZED VEHICLES**

All motorized vehicles owned by the KITSAP COUNTY PARKS DEPARTMENT are to be operated only by authorized KITSAP COUNTY PARKS DEPARTMENT personnel.

The USER is responsible for requesting specialized motorized vehicle access from the EVENT COORDINATOR at the PARK FACILITY. This includes but is not limited to driving motorized vehicles on grass locations. These requests will be reviewed and permitted by the KITSAP COUNTY PARKS DEPARTMENT. Only authorized vehicles will be allowed specialized access to the PARK FACILITY, and access is subject to change based on the weather. The KITSAP COUNTY PARKS DEPARTMENT will flag and mark any hazards that should be avoided. The USER will be responsible for any damage caused to marked hazards.

For the safety of all patrons, USER, and exhibitors, the maximum speed limit on the KITSAP COUNTY PARKS DEPARTMENT grounds is 10 MPH.

## **PARKING**

The following rules and regulations apply to parking in the PARK FACILITY:

1. Parking will be in designated parking stalls or areas only. All improperly parked vehicles are subject to being towed at the owner's expense.
2. Vehicles will not park in front of access bollards or chains.
3. Parking or driving on fields or sports facilities and walkways is not allowed unless prior arrangements have been made with the KITSAP COUNTY PARKS DEPARTMENT.
4. Parking availability is not exclusive to the USER and must be shared with other park visitors.
5. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for vehicle loss, theft, or damage while parked on the property of the KITSAP COUNTY PARKS DEPARTMENT.

## **PARK FACILITY CLOSURES**

Every attempt will be made to open fields/facilities for games, practices, TOURNAMENTS, and events; however, the KITSAP COUNTY PARKS DEPARTMENT reserves the right to cancel any activities at any time due to inclement weather, or any other condition deemed detrimental to the PARK FACILITY or the public.

Examples of situations that may require the alteration or cancellation of any scheduled activity, but are not limited to:

1. Standing water or puddles on the field.
2. Footing is unsure and slippery.
3. The ground is waterlogged and squishy.
4. Grass can be dislodged from the ground easily.
5. Frost, snow, sleet, or freezing rain.
6. Lightning.
7. Severe weather storms.
8. Unsafe PARK FACILITY conditions.
9. Use of the field/facilities would cause damage.
10. During an annual turf or grass management program, rest and renovation periods for the athletic fields are provided as part of the overall maintenance program.

The EVENT COORDINATOR will determine the appropriate amount of diamond dry product to be applied to any field at any time to alleviate standing water or weather-related issues and prevent permanent damage to fields.

In inclement weather, PARK STAFF will meet by 11:00 am when necessary to review PARK FACILITY conditions, with a final decision on PARK FACILITY operations being made by 12:00 PM on weekdays and before the first reservation on weekends.



KITSAP COUNTY PARKS DEPARTMENT will distribute an email to the USER daily in the event of any field closures by 12:00 PM. The KITSAP COUNTY PARKS DEPARTMENT also maintains a calendar to notify the public of field closures. The calendar will be updated by 12:00 PM daily. Field use is strictly prohibited when officially closed to avoid damage or injuries.

If the KITSAP COUNTY PARKS DEPARTMENT closes the fields, make-up dates and/or credits towards future rentals will apply. Refund requests for cancellations may be submitted in writing to KITSAP COUNTY PARKS DEPARTMENT (parksevents@kitsap.gov) and will be handled on a case-by-case basis.

### **PLAYABILITY OF FIELDS**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage. Wear factors include age of USERS and number of USERS, type of use, frequency of use, weather conditions, and type of sports equipment used. Please refer to the PARK FACILITY Closures section.

### **INTERNET AND WI-FI**

Non-secure, free Wi-Fi may be available in some PARK FACILITIES, but it is limited. This service is complimentary and subject to availability.

### **RESTROOMS**

The KITSAP COUNTY PARKS DEPARTMENT will place sanicans at certain PARK FACILITIES that do not have a public restroom from April 1 through October 1 each year. The KITSAP COUNTY PARKS DEPARTMENT may provide sanicans outside this time frame, depending on what has been agreed to in the USER AGREEMENT. Please consult your EVENT COORDINATOR for more information.

Adequate and accessible restroom facilities are often limited or unavailable at event sites. In these cases, the USER must supply portable restrooms. Portable restrooms and hand-washing facilities are available from commercial VENDORS. The requirement for providing toilets is one for every 100 people.

### **WATER**

The KITSAP COUNTY PARKS DEPARTMENT agrees to furnish water using the appliances installed for ordinary toilet or janitorial purposes, but for no other purposes unless otherwise specified in the USER AGREEMENT. Water closets, bathrooms, and water apparatus will not be used for any purposes other than the purpose for which they are constructed.



# DAMAGES, CONDUCT, & ENFORCEMENT

## **ANIMALS**

No animals are allowed on any athletic field or within any athletic field complex except for service animals. The Americans with Disabilities Act (ADA) defines a service animal as “any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability.” If animals meet the ADA’s definition, they will be allowed on grounds as service animals under the ADA.

## **COMPLIANCE WITH LAWS**

The USER will not discriminate against any person in performing its obligations under the USER AGREEMENT based on race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status, or the presence of a disability.

The USER will comply with all applicable provisions of the Americans with Disabilities Act (ADA) and all regulations interpreting and enforcing such Act.

The USER will comply with all applicable federal, state, and local laws, rules, and regulations in their performance under the USER AGREEMENT.

## **AMERICANS WITH DISABILITIES ACT**

KITSAP COUNTY PARKS DEPARTMENT supports compliance with the ADA. Some events may consider adding additional accessible restrooms. Handicap-accessible parking spaces or places will be marked and must be observed by all attendees. For specifics, please contact the EVENT COORDINATOR.

## **CONDUCT OF PERSONS**

For the safety and health of participants, spectators, and visitors, unsportsmanlike conduct will not be tolerated and may result in disciplinary action or removal from the fields or sports facilities. KITSAP COUNTY PARKS DEPARTMENT representatives can ask anyone to leave the PARK FACILITY if behavior, language, or clothing is unacceptable. Inappropriate behavior includes but is not limited to:

1. Physically or verbally threatening the well-being of any person, such as an umpire, competitor, spectator, or KITSAP COUNTY PARKS DEPARTMENT employee.
2. Fighting or aggressive behavior.
3. Addressing any person disrespectfully, such as an umpire, competitor, spectator, or KITSAP COUNTY PARKS DEPARTMENT employee.

4. Use of vulgar language.
5. Actions that endanger others or property, including throwing equipment.
6. Inappropriate gestures.
7. Possession or consumption of alcoholic beverages.
8. Intoxication.
9. Smoking or vaping of any kind.
10. Vandalism.
11. Clothing that contains offensive language, symbols, etc.

In addition, the USER will refrain from any use that would create a nuisance or be reasonably offensive.

The USER will know that the KITSAP COUNTY PARKS DEPARTMENT serves the public and provides recreational services to the community, including families and children. No harmful, offensive, or inappropriate behaviors or actions are permitted. Such conduct may jeopardize the USER'S ability to use PARK FACILITIES and the loss of GOOD STANDING.

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to terminate the use of fields or sports facilities immediately, and the USER agrees to immediately vacate the PARK FACILITY upon notification of termination for failure to adhere to the rules and regulations.

#### **COMPLIANCE WITH LAWS**

The USER will not discriminate against any person in performing any of its obligations under the USER AGREEMENT based on race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status, or the presence of a disability.

The USER will comply with all applicable provisions of the ADA and all regulations interpreting and enforcing such Acts.

The USER will comply with all applicable federal, state, and local laws, rules, and regulations in their performance under the USER AGREEMENT.

#### **CONDUCT OF PERSONS**

The USER will be solely responsible for the orderly conduct of all people using the PARK FACILITY by its invitation, express or implied. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to eject or cause any person or person to be expelled from the PARK FACILITY due to unlawful conduct and/or trespass from the property. At the discretion of the Kitsap County Sheriff, the KITSAP COUNTY PARKS DEPARTMENT will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of the USER.

KITSAP COUNTY PARKS DEPARTMENT also reserves the right to deny future event bookings for a USER for any reason, including but not limited to public safety concerns, loss of GOOD STANDING, repeated violations of the terms or articles of the USER AGREEMENT, or situations where law enforcement is called to the scene to keep the peace.

## **DAMAGES**

The USER is responsible for all damage to the PARK FACILITY, equipment, and property that occurred during their rental. This includes any damage to the PARK FACILITY through the negligence or intentional conduct of the USER, its members, participants, guests, or attendees.

The USER will reimburse the KITSAP COUNTY PARKS DEPARTMENT for any loss or damage to property caused by such use within 30 days of the billing date.

Also, the USER will be charged accordingly if additional services are required after an activity above routine maintenance.

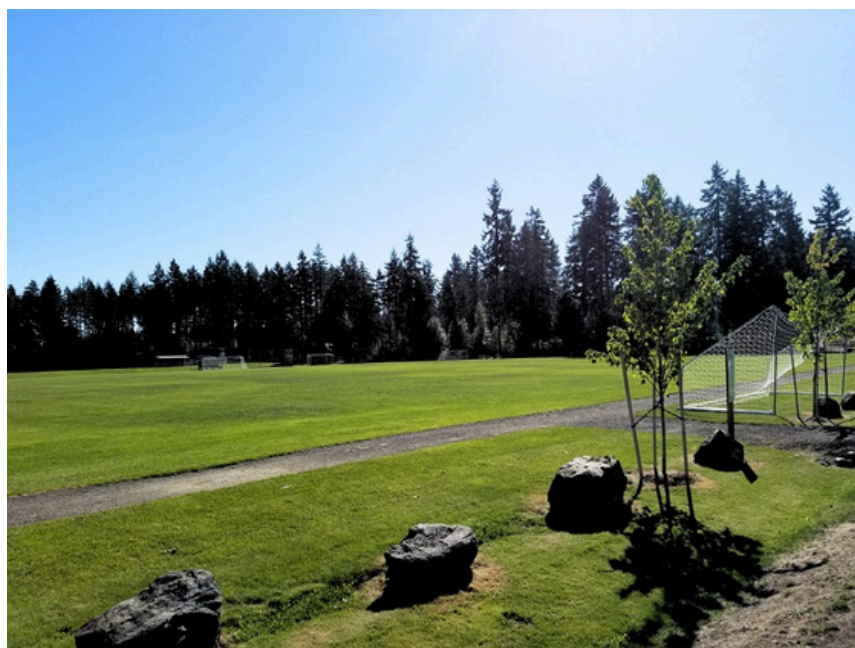
The KITSAP COUNTY PARKS DEPARTMENT has the right to revoke any rental agreements issued due to a USER causing damage to any PARK FACILITY due to misuse or inappropriate behavior or activities.

## **ENTERTAINMENT MORALS**

No performance, exhibition, or entertainment will be given or held on the PARK FACILITY deemed illegal or contravening the KITSAP COUNTY PARKS DEPARTMENT policy of providing family entertainment events at its public facilities. The KITSAP COUNTY PARKS DEPARTMENT expressly reserves the right to refuse the use of its facilities to any party proposing to conduct, promote, or sponsor an event inconsistent with this policy.

## **SOLICITING/PROTEST**

It is unlawful for any person to solicit alms or contributions for any purpose, whether public or private, or to expose or offer for sale any article or thing, nor shall any person station or place any stand, cart, or vehicle for transportation, sale or display of any such article or thing, except a licensed concessionaire acting by and under the authority of the KITSAP COUNTY PARKS DEPARTMENT Director.



# APPENDICES

## RATES AND FEES

GRASS FIELD FEES	
Anderson Hill Field 1 Anderson Hill Field 2 Bloomquist Field 1 Bloomquist Field 2 Gordon Field 2 Lobe Field 1 Lobe Field 4 South Kitsap Regional Field 1 South Kitsap Regional Field 2 South Kitsap Regional Field 3 Veterans Memorial Field 1 Veterans Memorial Field 2 Veterans Memorial Field 3 Veterans Memorial Field 4 Veterans Memorial Field 5 Veterans Memorial Field 6	\$20/hour

SYNTHETIC TURF FIELD FEES	
Gordon Field 1	\$40/hour

FIELD LIGHT FEES	
Gordon Field 1 Lobe Field 1 Lobe Field 4	\$25/hour



GAME DAY ADD-ON FEES	
Gordon Field 1 Lobe Field 1 Lobe Field 4	\$20, includes use of the press box and scoreboard

MISCELLANEOUS FEES	
Admin Fee	\$25
Concession Stand Rental	\$35/day



