



**KitsapCounty**  
Parks

# Policies: Fairgrounds



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# OVERVIEW & DEFINITIONS

## PURPOSE

The Fairgrounds Rental Policies establish consistent rules and procedures for reserving, using, and maintaining Kitsap County Fairgrounds facilities. These policies are designed to:

- Ensure fair and equitable access for individuals, organizations, and community events.
- Promote safe, respectful, and responsible use of public resources.
- Protect fairgrounds buildings, grounds, and amenities through clear expectations for care, cleanliness, and compliance.
- Provide a transparent process for reservations, payments, cancellations, and permit requirements.
- Support effective coordination between event organizers and the KITSAP COUNTY PARKS DEPARTMENT to ensure successful and well-managed events.

By following these policies, all USERS help preserve the quality of the fairgrounds, foster positive community experiences, and safeguard public assets for current and future generations.

## DEFINITIONS

**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 PARK FACILITY for a prospective USER pending further action.

**EVENT COORDINATOR:** Designated personnel from the KITSAP COUNTY PARKS DEPARTMENT assigned to assist USERS in coordinating Fairground and Event Center Events, including booking, compliance, and follow-up.

**EQUIPMENT RENTAL FORM:** A form filled out by the USER that lists the item and quantity of any equipment to be rented from the KITSAP COUNTY PARKS DEPARTMENT for the event. Items can include, but are not limited to, tables, chairs, pipe and drape, power, and heavy equipment (such as a forklift) needs.

**FAIRGROUNDS EVENT REQUEST FORM:** The application submitted by a USER to request a facility reservation at the Fairgrounds and Event Center. This form includes details such as event type, attendance, and support needs.

**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.

**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.

**INTENT TO RETURN FORM:** This form will be sent to the USER by the EVENT COORDINATOR at the conclusion of their most recent event to exercise their “first refusal” on the following year’s corresponding dates. The USER will have 30 days to complete and return the form to the KITSAP COUNTY PARKS DEPARTMENT, accompanied by a 25% deposit.

**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 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.

**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 FAIRGROUNDS EVENT REQUEST FORM has been submitted and is under review, but before the USER AGREEMENT is signed and the deposit is paid.

**RECURRING EVENTS:** Refers to USERS who intend to return for events held on the exact dates and times the subsequent years. These USERS must submit their INTENT TO RETURN FORM within 30 days after the current event concludes. Changes to event dates require relinquishing the "first refusal" on the original dates.

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



**SPECIAL PARK EVENT PERMIT:** An authorization required for events that may have a significant impact on public spaces, resources, or services.

**USER:** Any individual (age 18+), non-profit organization, business, or other group who books, reserves, or otherwise uses a Kitsap County PARK FACILITY for a special event.

**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 a special event. This includes food VENDORS, equipment providers, and service personnel.



# RESERVATIONS & SCHEDULING

## ELIGIBILITY TO BOOK

- Non-profit organizations
- Businesses
- Organizations
- Individuals (18 years of age and older)

Each of the foregoing is a USER for this document.



## BOOKING PROCEDURES

1. Review the policies carefully for information and requirements about your PARK FACILITY rental.
2. Reservations can be made no earlier than one year in advance and no later than 180 days in advance.
3. Returning USERS will have the first right of refusal for same dates. If the returning USER wishes to have different dates, this will be on a first-come, first-served basis. Returning USERS must complete an INTENT TO RETURN FORM within 30 days of the completed year's event, with a 25% initial payment of the PARK FACILITY rental fee to hold the event date.
4. New USERS can request dates up to one year in advance, on a rolling calendar year, on a first-come, first-served basis.
5. Each USER must complete a FAIRGROUNDS EVENT REQUEST FORM 180 days before the event date.
6. Once the FAIRGROUNDS EVENT REQUEST FORM is received and processed by the EVENT COORDINATOR, a USER AGREEMENT, INVOICE, and insurance requirements will be provided to the USER; the USER will have 10 business days to return the signed USER AGREEMENT, event insurance, and submit the invoice installment payment – the next 25% for returning USER and 50% for new USER - plus the \$25 Admin Fee to move the reservation to BOOKED.
7. The remaining 50% of the invoice will be due 30 days before the event. Any additional items, such as additional equipment ordered during the event, for example, will be billed after the event and due upon receipt.
8. Facilities use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.



# **RESERVATION STATUSES**

## **PENDING**

When a USER has committed a date and has requested a booking by completing a FAIRGROUNDS EVENT 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 50% payment of the PARK FACILITY rental. A USER must sign the USER AGREEMENT and then return the signed USER AGREEMENT with 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, the "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.

## **RECURRING EVENTS**

Most RECURRING EVENTS will be given the first right of refusal for the corresponding dates in the forthcoming year, as long as the USER remains in GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. For this purpose, the first weekend of any given month refers to the first full weekend (Saturday and Sunday). USER will be required to complete the INTENT TO RETURN FORM. This form must be completed and returned to PARKS, along with a 25% deposit, within 30 days after the conclusion of their most recent event.

## **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**

When conflicting requests are made for the same PARK FACILITY, the KITSAP COUNTY PARKS DEPARTMENT will give the previous year's events the first right of refusal for the same event dates; after that, all events will be booked on a first-come, first-served basis.

In recognition that our PARK FACILITIES are open to the public, the following additional factors may also be taken into consideration to help establish fair 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. Impact of use on the surrounding neighborhood
5. Safety of participants and general PARK FACILITY visitors
6. Diversity of recreational opportunities
7. PARK FACILITY conditions (parks may be closed or subject to limited availability at any time for safety concerns or due to the risk of severe damage to the parks)
8. USERS in GOOD STANDING

Note: The KITSAP COUNTY PARKS DEPARTMENT has the discretion to determine if additional criteria should be taken into consideration at the time of the event request.

## **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 the use of County-owned facilities are reviewed periodically by the Kitsap County Board of Commissioners and are subject to change, provided 60 days' written notice is given in advance. 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.

## NON-PROFIT ORGANIZATIONS

A 25% discount on the PARK FACILITY rental fee will be extended to documented non-profit organizations. A certificate of proof of non-profit status must be submitted with the application to be eligible for a discount. All other rates and fees will **not** have this discount.

## PAYMENT PROCEDURES

The KITSAP COUNTY PARKS DEPARTMENT intends to avoid post-event "accounts receivable." In most cases, full payment of PARK FACILITY rental and 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 rental fee is due within 10 days after receipt of the signed USER AGREEMENT.
  - b. A second deposit of 50% of the PARK FACILITY rental fee is due 30 days before the event date.
  - c. For returning USERS 25% of the PARK FACILITY rental fee will be due with the INTENT TO RETURN FORM (due 30 days after the conclusion of the previous year's event), 25% due within 10 business days of the signing of the USER AGREEMENT, and the remaining 50% of the PARK FACILITY fee due 30 days before the event date.

## **EQUIPMENT RENTAL PAYMENTS**

Base rent does not include charges for additional equipment rentals acquired before or during the event. USER agrees to provide the KITSAP COUNTY PARKS DEPARTMENT with a completed EQUIPMENT RENTAL REQUEST FORM at least 45 days before the event. Completion of this form does not guarantee the availability of equipment; equipment is available on a first-come, first-served basis. The KITSAP COUNTY PARKS DEPARTMENT will notify the USER of any conflicts and provide alternative recommendations when possible. The USER will pay any additional charges as agreed between the USER and the KITSAP COUNTY PARKS DEPARTMENT within 10 working days following 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**

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:

Cancellation Date	Fees Refunded
No Show	0%
0-8 Months Before the Event	0%
9 Months or More Before the Event	100%

3. If the event is canceled after payment is received, the payment amount will be refunded, minus the \$25 administrative fee per the table above.
4. Any additional charges or fees incurred during the event beyond the original estimated charges will be INVOICED after the event.
5. 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 parties 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.

## **ALCOHOL PERMITS**

The consumption of alcoholic beverages is restricted to licensed events only and only during those times agreed upon. For safety reasons, alcohol consumption will not be permitted during event set-up and tear-down (ingress/egress) times. All alcohol consumption outside of licensed events, outside of agreed-upon times, and during event setup or teardown will be considered a policy violation and may cause a loss of GOOD STANDING, which can result in the immediate cancellation of an event in progress and may affect the USERS ability to book future events.

For the consumption and selling of alcohol during an event at the PARK FACILITY, the USER must complete the following:

1. For consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Banquet Permit is required. A copy of this permit must be supplied to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The USER will keep a copy of the permit with them during event hours in case of a request. The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$200 fee for alcohol consumption in a PARK FACILITY.
2. For selling and consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Special Occasion Permit is required. A copy of this permit must be supplied to KITSAP COUNTY PARKS DEPARTMENT 45 (forty-five) days before the event. USER will keep a copy of said permit with them during event hours in case of request. The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$400 fee for selling and consumption of alcohol in a PARK FACILITY.
3. USER'S insurance will include liquor liability, as stated on the certificate.

## **FIRE PERMITS**

If your PARK 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 USERS 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 FAIRGROUNDS and EVENT CENT EVENT 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**

The USER agrees not to stage any act or performance involving fire, flames, or explosive devices without obtaining the prior written permission of the KITSAP COUNTY PARKS DEPARTMENT. 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 Marshal's Office 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.



# 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. Without USERS' written consent, the KITSAP COUNTY PARKS DEPARTMENT will not promote or 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.

Signs, banners, and posters may only be attached to parts of the facilities' surfaces or any furnishings, rented equipment, or fixtures with prior approval from the EVENT COORDINATOR. The KITSAP COUNTY PARKS DEPARTMENT has specific approved areas and methods for hanging banners inside or outside the buildings and 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.

### **READER BOARDS**

Advertising reader board space is limited to use by the KITSAP COUNTY PARKS DEPARTMENT. For public events, the KITSAP COUNTY PARKS DEPARTMENT will make efforts to include information about the event.

## **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 PARK FACILITIES, including but not limited to placing nails, tacks, hooks, or screws into any part of facilities or tree/shrub or other plant life; 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 PARK 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 PARK 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 USER'S cost and expense.
3. The USER is responsible for erecting any particular apparatus, scaffolding, rigging, or building structures. Still, to ensure the safety of performers and the public, such apparatus must 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. USERS' 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 is responsible for ensuring each contractor/worker on-site furnishes appropriate safety equipment, has trained personnel, and enforces such equipment protocols.

## **DECORATING**

Decorating and display companies hired or contracted by the USER must set up and tear down within the dates and times specified in the USER AGREEMENT.

## **DELIVERIES**

The KITSAP COUNTY PARKS DEPARTMENT does not accept freight deliveries or smaller parcels from couriers such as USPS, UPS, FedEx, or others, as storage facilities are not available.

## **DISPLAYS/ EXHIBITS**

All exhibits and displays shall be transported in and out of the PARK FACILITY during designated move-in and move-out times listed on the USER AGREEMENT. Other public spaces at the PARK FACILITY, including doors, windows, fire hose cabinets, first aid stations, pull stations, fire extinguishers, fire strobe lights, fire alarm speakers, and house lighting, may not be obstructed by exhibits, VENDORS, or closed access to the public.

- Attachments may not be covered or obstructed. (See "FIRE REGULATIONS.")
- Unprotected and unsecured open flames are not permitted in buildings. If you need clarification on any exhibit's safety or legal compliance, contact your EVENT COORDINATOR.

# **FOOD AND BEVERAGE GUIDELINES**

## **CATERING**

Private events may bring in a caterer of their choice. Limited kitchen facilities are available.

For cooking and prepping food, open flames are prohibited inside any PARK FACILITY. Electric appliances are acceptable. If cooking outside the PARK FACILITY, open flame appliances must be positioned at least 20 feet from the PARK FACILITY. If such parties wish to have alcohol served, the server MUST be certified by the Washington State Liquor and Cannabis Board. USER will be required to present a copy of this license and proof of insurance to the KITSAP COUNTY PARKS DEPARTMENT before the event.

## **RECYCLING**

Per RCW 70.93.093, all USERS who have VENDORS selling beverages in single-use aluminum, glass, or plastic bottles or in cans are required to participate in a recycling program. The KITSAP COUNTY PARKS DEPARTMENT will provide recycling stations where applicable. USERS will need to monitor and ensure participation. The USER will also be required to ensure that there is no cross-contamination (i.e., trash in the recycling bin or recycling in the 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.

## **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.

## **PERFORMERS**

The USER guarantees the appearance of any named performers advertised to appear at the event as specified. In the event an advertised performer cancels, the USER must place signs indicating outside the PARK FACILITY entrances and must make an official announcement before the start of the program. The USER must offer a bona fide refund to any ticket holder who requests a refund. The manner and circumstances of the refund, if necessary, will be determined by the Kitsap County Parks Department. The USER will pay all refunds and expenses of refund arrangements.

## **POST EVENT CLEAN UP**

USERS are responsible for cleaning the PARK FACILITY, including placing all garbage in the designated bins. If the designated bins are full, the USER is responsible for packing all additional trash out.

# **PROHIBITED ACTIONS**

## **BALLOONS, CONFETTI, AND GLITTER**

No "lighter than air" (helium or metallic) balloons, confetti, or glitter are permitted in the PARK FACILITY and use of such will result in additional charges.

## **DRUGS**

As per Kitsap 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.

## **INFLATABLE STRUCTURES**

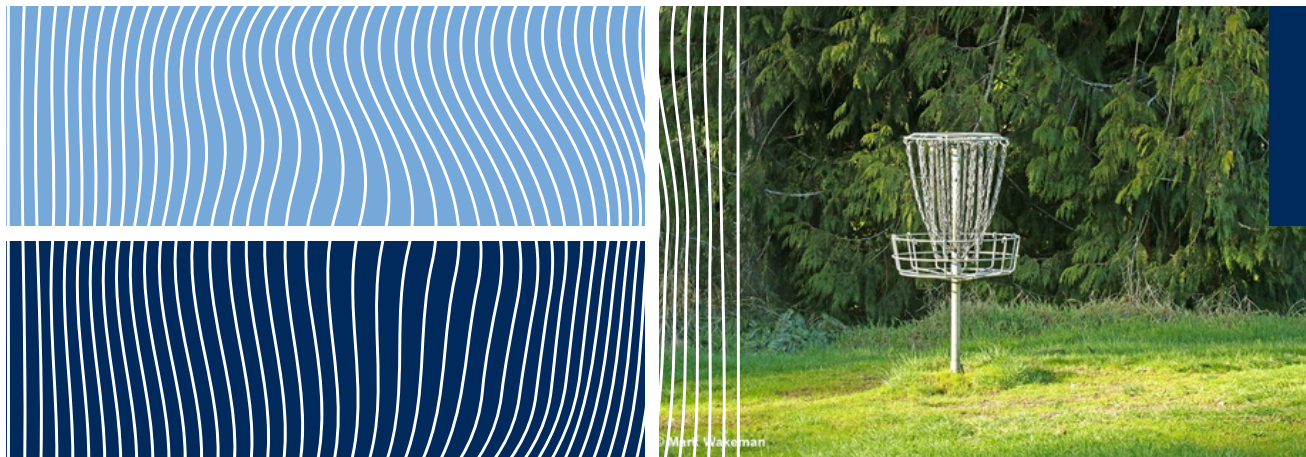
Please discuss this with your EVENT COORDINATOR. Additional insurance may be required if approved.

## **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 PARK FACILITY following the dates and times indicated on the SCHEDULE CALENDAR. The USER will not extend the time for the occupancy or use of the PARK FACILITY 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 PARK FACILITY 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. PARK FACILITY accepted bookings will be charged to the USER, whether used or not. Schedule changes need to be made in writing.



# FAIRGROUNDS SPECIFIC RULES

## **ATM'S**

The KITSAP COUNTY PARKS DEPARTMENT has ATMs on the grounds in various locations that are available for use. Occasional technical or maintenance issues can arise, and ATMs are designed to notify the servicing company automatically. Ask your EVENT COORDINATOR about locations related to your event.

## **CAMPING/RV PARKING**

Camping is allowed year-round at the PARK FACILITY in designated areas during an event only. RV parking is limited to dry camping only. See the schedule of fees for more information. Reservations for RVs are the responsibility of the USER. Space is limited. Additional security may be required, and the KITSAP COUNTY PARKS DEPARTMENT must have contact information for said security.

## **DELIVERIES TO THE EVENT CENTER**

KITSAP COUNTY PARKS DEPARTMENT will only accept freight deliveries during designated and agreed-upon times, as storage facilities are unavailable. The USER must receive freight deliveries expected during your event, with storage and unloading pre-arranged with the EVENT COORDINATOR. As a courtesy, KITSAP COUNTY PARKS DEPARTMENT will receive smaller parcels (no Cash On Deliveries) from couriers such as USPS, UPS, Federal Express, or others. The KITSAP COUNTY PARKS DEPARTMENT will not be responsible for loss, theft, or damage when or after receiving them. It is the USER'S responsibility to obtain such parcels promptly.

## **FORKLIFT SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT may provide a forklift service. Contact your EVENT COORDINATOR for more details. Equipment rental fees are listed on the EQUIPMENT RENTAL FORM.

## **GARBAGE REMOVAL**

Please identify any specialized waste removal needed for your event, including debris from themed décor set-ups (trees, plants, bark-mulch, etc.) or because of event activities (food sampling, non-reusable crates/wrapping, etc.). Additional costs may be charged to the USER for failure to remove excessive trash, pallets, and other materials after the event.

Your EVENT COORDINATOR will be able to advise you in detail. The KITSAP COUNTY PARKS DEPARTMENT is committed to sustainability. It provides recycling areas within the exhibit halls for all exhibitors to use. In addition, there are specialized recycling containers with designated labels throughout the PARK FACILITY to meet your event waste needs. We encourage you to recycle!



## INTERNET AND WI-FI

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

## MOVE IN/MOVE OUT

Move in is defined as the day the USER takes possession of the PARK FACILITY and begins to bring in, and in most cases, leave at the PARK FACILITY the USER'S property for their event. Move out is defined as the last day the USER will possess the property and is the day when all of the USERS property is to be removed from the PARK FACILITY. USER must schedule and pay for move in and move out days and times when booking an event. Exceptions must be pre-approved by your EVENT COORDINATOR. Move in/move out times that extend into the evening may be subject to an additional labor fee.

When many exhibitors move in, additional restrooms may be required at the USER'S expense. The USER and exhibitors shall remove all signage and exhibit materials by their contracted move out time. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for any items left beyond the contracted move out time. In the event that an excessive amount of debris left after the event, there will be a charge for the removal at the KITSAP COUNTY PARKS DEPARTMENT'S discretion.

## SOUND SYSTEM

The in-house sound system in some KITSAP COUNTY PARKS DEPARTMENT facilities may require supplemental sound equipment, depending on your event's production requirements. No outdoor paging system is available. For detailed information about your event needs, please contact your 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

## **JANITORIAL SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT does not provide PARK STAFF for Special Events in parks. 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 a 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. Restroom maintenance and general trash removal are included in the basic rental costs. However, additional housekeeping costs may be incurred depending on the nature of 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 grassy areas. 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.

## **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.



## **ROAD CLOSURES**

Where an event proposes a road closure, the USER shall consult with Kitsap County Public Works, and the County Engineer may authorize a road closure as part of the approval of the SPECIAL PARK EVENT PERMIT. The County Engineer shall follow the Public Works Road Closure Policy procedures to issue the closure authorization.

## **ROOM CAPACITIES**

Room capacities vary widely depending on the event's specific functional requirements, including seating arrangements, staging, dance floor, food/beverage service needs, audiovisual setup, etc. It is necessary to discuss your proposed event function details with your EVENT COORDINATOR to ensure safe and appropriate space allocation.

## **STORAGE**

The USER must notify the KITSAP COUNTY PARKS DEPARTMENT if they intend to deliver property to the PARK FACILITY before an event. If such deliveries become necessary, it is the USER'S full responsibility to provide storage for the property. The USER must have adequate insurance for such property, which will be delivered up to three days before the event's opening. The KITSAP COUNTY PARKS DEPARTMENT, its officers, agents, or employees will not be liable for any loss, damage, or injury to the USER'S property while on the PARK FACILITY.

## **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**

Animals must be kept on a leash and under the owner's control at all times. Animals are not allowed in restrooms or children's play areas; all pet waste must be appropriately disposed of.

Except for service animals or permitted animal events, animals are not allowed in PARK FACILITIES. The Americans with Disabilities Act (ADA) defines a service animal as "any guide dog, signal dog, or other animal individually trained to assist an individual with a disability." If animals meet the ADA's definition, they will be allowed on grounds as service animals under the ADA.

When animals are used as part of the event, all applicable laws, ordinances, and regulations dealing with the humane treatment of animals must be fully complied with. People with animals on the grounds must take every precaution to ensure the safety of all attendees.

## **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 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**

ACTKITSAP 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 get in touch with the EVENT COORDINATOR.

## **CONDUCT OF PERSONS**

The USER will be solely responsible for the orderly conduct of all people using the PARK FACILITY by its invitation, either expressed or implied. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to eject or cause any person to be expelled from the PARK FACILITY due to unlawful conduct and/or trespass on 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.

### **CONTROL OF FACILITY**

The entrances and exits of the PARK FACILITY will be locked and unlocked at such times as may be required for the USERS' use. The USER must always place proper personnel at all entrances and exits when they are unlocked at their own expense.

The KITSAP COUNTY PARKS DEPARTMENT and all duly authorized representatives of the KITSAP COUNTY PARKS DEPARTMENT will have the right to enter the PARK FACILITY at all times.

### **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 a 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 a PARK FACILITY to any party proposing to conduct, promote, or sponsor an event inconsistent with this policy.

### **FLOOR CARE**

The floors of most of the PARK FACILITY range from sealed concrete, tile, or carpet. Precautions must be carried out by the USER and exhibitors to protect all floor surfaces:

1. Vehicles parked in buildings must have a drip pan placed underneath them, have ¼ tank of gas or less, and have the battery disconnected.

2. All exhibits and displays using bark dust or paving stones must have plastic sheeting between the floor and display, regardless of floor type.
3. High-tack floor markings or carpet tape may leave a residue that will incur extra cleaning charges. If tape is required, low-tack tape must be used.
4. Chewing gum left on the floor may incur extra cleaning charges, regardless of floor type.
5. If floors are wet, please advise the EVENT COORDINATOR immediately. Please stay in the area until someone responds with instructions for cleanup. KITSAP COUNTY PARKS DEPARTMENT will provide wet floor signage.

### **POST EVENT CLEAN UP**

No equipment, pallets, or waste materials may be left beyond the USER AGREEMENT timeframe, or charges may be incurred and charged to the USER at the sole discretion of KITSAP COUNTY PARKS DEPARTMENT. Any damage, PARK FACILITY charges, excessive clean-up, or other costs incurred by the display, decoration, or labor contractor are the USER'S full responsibility. Please ensure your decorator reviews the above-mentioned rules and regulations to eliminate additional charges.

### **SOLICITING AND PROTESTING**

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

Locations are subject to review and approval by the KITSAP COUNTY PARKS DEPARTMENT. Qualified non-profit organizations will receive a 25% discount on Fairground and Event Center facility rental fees.

Please note: For commercial purposes, the use of the community building or shelter will incur additional charges, including rental fees for those buildings or shelters.

Also note: Those wishing to offer camps or other commercial programs in the parks not mentioned below should contact the EVENT COORDINATOR to determine the proper type of contract and pricing.

KITSAP PAVILION FEE	
ENTIRE FACILITY 48,000 sq. ft. (150' x 320') (Includes Adjacent Conference Room (616 sq. ft. [28' x 22']))	\$3,000/day
ADJACENT CONFERENCE ROOM ONLY 616 sq. ft. (28' x 22')	\$600/day \$50/hour
MOVE-IN/OUT DAY FOR ALL EVENTS (Limited lighting only, no heat)	\$800/day
PRESIDENTS' HALL FEE	
ENTIRE FACILITY 19,000 sq. ft. (190' x 100') Main Floor (Includes Kitchen Room (616 sq. ft. [28' x 22']))	\$1,300/day
MOVE-IN/OUT DAY FOR ALL EVENTS (Limited lighting only, no heat)	\$400/day
VAN ZEE FEE	
ENTIRE FACILITY 6,886 sq. ft (50' x 145')	\$600/day (Friday – Sunday) \$50/hour (Monday - Thursday), 3 hours minimum



BARN FEES	
Blackler Barn	\$150/day
Cat Barn	\$150/day
Dog Barn	\$150/day
E-Barn	\$150/day
Goat Barn	\$150/day
L Barn	\$150/day
Pet Me Farm	\$150/day
Rabbit Barn	\$150/day
Sheep Barn	\$200/day or \$25/hour
Swine Barn	\$150/day

OPEN SPACE FEES	
Concert Park Field	\$550/day
Eagles Nest Upper Parking Lot	\$150/day
Fairgrounds Picnic Shelter (Support Use only)	\$80/day
Fairgrounds Log Picnic Shelter (support Use only)	\$120/day
Fairgrounds Closure Surcharge*	\$5,000/day
Goat and Sheep Arena	\$75/day
Lobe Parking Area	\$1225/day
Lower Bowl -Boand Side	\$1000/day
Lower Bowl – East Side	\$662/day
Pavilion South Parking Lot	\$250/day
Pavilion North Parking Lot	\$265/day
Pavilion East Parking Lot	\$950/day
Presidents’ Hall Lawn	\$350/day

\*= The fee is for the permitted closure of Fairgrounds Road NW, Nels Nelson, and/or Tibardis Rd, which eliminates our ability to rent other buildings or areas. The fee for the closure permit is through Public Works at the rate they charge

## EQUIPMENT RATES AND FEES

1. Requests are first-come, first-served.
2. Equipment rental requests must be submitted 45 days before the event.
3. KITSAP COUNTY PARKS DEPARTMENT PARK STAFF will provide the set-up and take-down for all equipment rentals.

BLEACHER FEES	
24 Seating Capacity	\$50/each
45 Seating Capacity	\$90/each
260 Seating Capacity. Does not include equipment operator fee.	\$250/each

CHAIR FEES	
Upholstered Inside Use Only – Blue, Red, and Grey	\$2/each
White Wooden Folding Chairs	\$2/each
White Resin Folding Chairs	\$2/each

TABLE FEES	
6' Banquet	\$8/each
8' Banquet	\$8/each
48' Round	\$8/each
60' Round	\$8/each

ELECTRICAL FEES	
Spider Box and Junction Boxes	\$100/ each

<b>BOOTH – PIPE AND DRAPE FEES</b>	
10 x 10 Booth	\$30
10 x 20 Booth	\$50
Pipe and Drape wall	\$2.50/linear foot

<b>FENCING FEES</b>	
Metal Fence Panels	\$10 per panel

<b>EQUIPMENT OPERATOR FEE</b>	
Staff and Equipment Operator (Backhoe, Forklift, SkyTrac, Dump Truck, Water Truck, Grader, Truck w/ Lift, Truck w/Hitch)	\$100/ hour (2- hour minimum)

<b>ATHLETIC CLOCK FEES</b>	
Scoreboard	\$25/event
Wrestling Clocks	\$25/clock per event

<b>STAGING FEES</b>	
2' Staging	\$25/panel

<b>STALLS AND PEN FEES</b>	
Stall/Pen	\$12/stall plus forklift rate



TICKET BOOTH FEE	
Ticket Booth – Portable	\$40/day

MISCELLANEOUS FEES	
Admin Fee	\$25
Floor Plan: Failure to provide a floor plan 45 (forty-five) days before move-in or changes made after the floor plan is submitted	\$100
Animal Waste: Placing animal waste in non-designated areas	\$100 per occurrence
Post Event: Non-routine post-event clean-ups (Tape, Staples, Stains)	\$60/ hour
Overtime: If the event fails to be offsite after the agreed-upon time outlined in the USER AGREEMENT	\$100/ hour
Excessive Garbage Removal: Additional charge for removal of excessive trash, pallets, and other materials after the event.	Varies on the cost of removal by Waste Management
Replacement Key: Failure to return key	\$100/key
Damage Fee: This <b>does not</b> constitute a sale of the item to the USER.	100% of the repair or replacement
Storage Fee	\$200/day

OVERNIGHT CAMPING FEES	
RV Space Rental 1-25 units	\$35 per unit per event.
RV Space Rental 26-50 units	\$875 per event. Flat fee.
RV Space Rental 51+ units	\$1750 per event. Flat fee.

