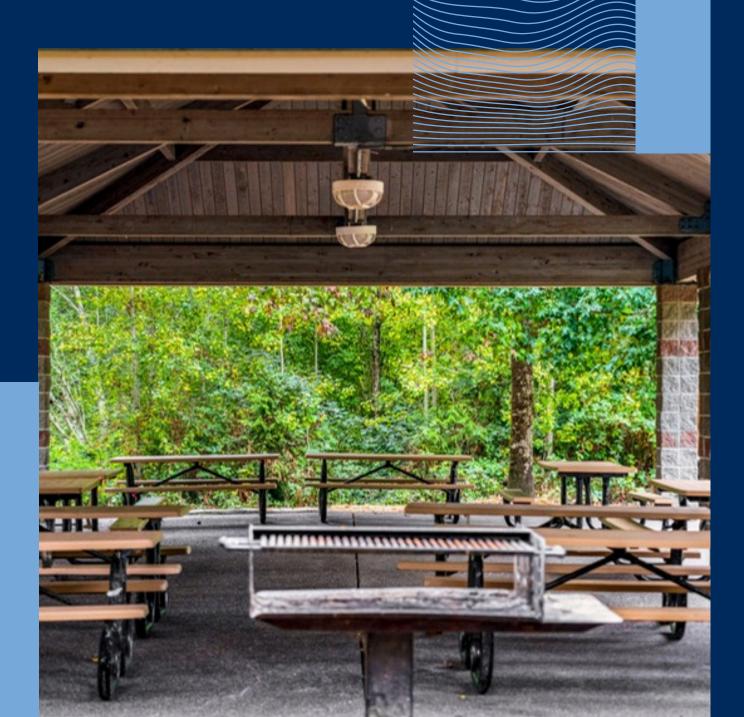


# Policies: Picnic Shelters





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# **PURPOSE**

The Picnic Shelter Rental Policies establish clear guidelines for reserving and using KITSAP COUNTY PARKS DEPARTMENT picnic shelters. These policies are intended to:

- Provide fair and consistent access to shelters for individuals, families, community groups, and organizations.
- Ensure that facilities are used safely, respectfully, and in a manner that supports a positive park experience for all visitors.
- Protect public property through clear expectations for care, cleanliness, and appropriate use.
- Outline straightforward procedures for booking, payment, cancellations, and required permits.
- Support effective coordination between renters and the KITSAP COUNTY PARKS DEPARTMENT to ensure successful events.

By following these policies, all renters help maintain the quality of facilities, promote community enjoyment of park spaces, and preserve public resources for future use.

# **DEFINITIONS**

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

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

**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 responsible for the management, scheduling, and maintenance of PARK FACILITIES and athletic fields.

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

**PICNIC SHELTER EVENT REQUEST FORM:** The application submitted by a USER to request a picnic shelter reservation. This form includes details such as event type, attendance, and support needs.

**SCHEDULING CALENDAR:** The internal calendar maintained by the KITSAP COUNTY PARKS DEPARTMENT reflecting all PENDING or 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.







When a USER wishes to reserve, book, or hold a date for an event at one of the KITSAP COUNTY PARKS DEPARTMENT buildings and facilities, the following procedures will apply:

# **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.

# **DROP-IN AVAILABILITY**

Anyone may use a Picnic Shelter facility that is not in use or scheduled for use on a drop-in basis (i.e. no reservation or payment required).

# **BOOKING PROCEDURES**

- 1. Review the policies carefully for information and requirements about your picnic shelter request.
- 2. Reservations can be made no earlier than one year in advance and no later than 14 days in advance.
- 3. All PICNIC SHELTER EVENT REQUEST FORM submitted will be evaluated on a first-come, first-served basis.
- 4. Each USER must complete a PICNIC SHELTER EVENT REQUEST FORM.
- 5. Once the PICNIC SHELTER EVENT REQUEST FORM has been received and processed by PARK STAFF, a USER AGREEMENT and INVOICE will be provided to the USER; the USER will have 10 business days to return the signed USER AGREEMENT and 100% of the total amount due.
- 6. Picnic Shelter use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

# **RESERVATION STATUSES**

### **PENDING**

When a USER has committed to a date and has requested a booking by completing the PICNIC SHELTER 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 full payment. 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 Cancelation by User section, and release of the event date.

### 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.





# 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 written 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.

### 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 the fee(s) will be due before the event occurs.

- The payment schedule will be clearly shown in the USER AGREEMENT and will be as follows:
  - A payment of 100% of the fee and the \$25 administrative fee is due within 10 days after receiving the signed USER AGREEMENT.

# 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**

- 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%
0-7 Days Before Event	0%
8-14 Days Before Event	50%
15 Days or More Before 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 may 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.
- 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

# **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 pares, 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.

# **SPECIAL PARK EVENT PERMITS**

A SPECIAL PARK EVENT PERMIT is required for events that exceed the shelter's standard use capacity, such as larger gatherings greater than the published shelter seating capacity, amplified sound, 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 PARK EVENT PERMIT, please get in touch with your EVENT COORDINATOR.

# **LICENSES**

### **COUNTY SERVICES**

Approval of a permit does not oblige or require the KITSAP COUNTY PARKS DEPARTMENT to provide services, equipment, or personnel supporting 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 to be 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 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.



# **ADVERTISING AND SIGNAGE**

### **ADVERTISNG**

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.

# 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/scrub 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 subcontractor/worker on-site furnishes appropriate safety equipment, has trained personnel, and enforces such equipment protocols.

# 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**

- 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

- 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 onsite 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.

# **POST EVENT CLEAN UP**

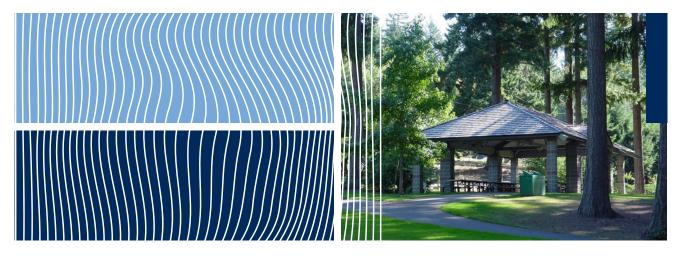
USERS are responsible for cleaning their shelter area after use, including placing all garbage in the designated bins. If the designated bins are full, the USER is responsible for packing all additional trash out.

# **SPEED LIMIT**

For the safety of all patrons, USERS, and exhibitors, the maximum speed limit on the KITSAP COUNTY PARKS DEPARTMENT grounds is 10 MPH. It is the USERS responsibility to ensure all patrons, exhibitors, etc., adhere to the speed limit.

## **USE PERIOD AND TIME SCHEDULE**

The USER will move in, set up, and occupy the PARK FACILITY following the dates and times indicated in the USER AGREEMENT. The USER will vacate and surrender possession of the PARK FACILITY at the time stated.





# **EMERGENCY AND VANDALISM**

The USER will call 911 during an emergency.

- 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.

# **PROHIBITED ACTIONS**

### **ALCOHOL CONSUMPTION**

As per Kitsap County Code 10.12.160, alcohol use in KITSAP COUNTY PARKS, including picnic shelters, is prohibited.

### **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.

### CAMPING/RV PARKING

Camping is not allowed at the PARK FACILITY.

### **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.

### **NOISE LEVELS PER EVENT**

Shows with amplified sound may be subject to local noise ordinances per Kitsap County Code. It is the USER'S responsibility to review Kitsap County Codes 10.28.010 through 10.28.150. Violations of this Code may result in the termination of all music and sound.

### **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.





### JANITORIAL SERVICE

The KITSAP COUNTY PARKS DEPARTMENT does not provide Support Personnel 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 floor set-up 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.

### **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.
- 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.

### **RESTROOMS**

Adequate and accessible restroom facilities are often limited or unavailable at some PARK FACILITIES.

### **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.



### **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 disposed of appropriately.

### **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 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.

### **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.

### **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.

### **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.

### **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.



# **APPENDICES**

### **PICNIC SHELTER 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 picnic shelter rental fees.

GROUP A STANDARD SHELTER; ELECTRICAL & WATER ACCESS	
<ul> <li>Buck Lake Picnic Shelter</li> <li>Island Lake Picnic Shelter</li> <li>Salsbury Point Picnic Shelter</li> <li>Silverdale Waterfront Picnic Shelter</li> </ul>	\$160/day

GROUP B STANDARD SHELTER; NO WATER OR ELECTRICAL ACCESS	
<ul> <li>South Kitsap Regional Picnic Shelter</li> <li>Wildcat Lake Picnic Shelter</li> </ul>	\$120/day

GROUP C SMALL SHELTER; NO WATER OR ELECTRICAL ACCESS	
<ul><li>Harper Picnic Shelter</li><li>Silverdale Waterfront Gazebo</li></ul>	\$80/day

### PICNIC SHELTERS BY LOCATION

BUCK LAKE PARK PICNIC SHELTER (SEATS APPROXIMATELY 64)	
<ul> <li>Eight picnic tables</li> <li>Two light fixtures</li> <li>One electrical outlet</li> <li>Two group BBQs</li> </ul>	\$160/day

HARPER PARK PICNIC SHELTER (SEATS APPROXIMATELY 16)	
Two picnic tables	\$80/day

ISLAND LAKE PARK PICNIC SHELTER (SEATS APPROXIMATELY 80)	
<ul> <li>Ten picnic tables</li> <li>Two light fixtures</li> <li>Three electrical outlets</li> <li>Two group BBQs</li> </ul>	\$160/day

SALSBURY POINT PARK PICNIC SHELTER (SEATS APPROXIMATELY 48)	
<ul> <li>Six picnic tables</li> <li>One electrical outlet</li> <li>One group BBQ</li> <li>One small BBQ</li> </ul>	\$160/day

SILVERDALE WATERFRONT PARK PICNIC SHELTER (SEATS APPROXIMATELY 96)	
<ul> <li>Twelve picnic tables</li> <li>Eight light fixtures</li> <li>Four electrical outlets on countertop</li> <li>Eight electrical outlets</li> <li>Sink with water access</li> <li>One group BBQ</li> </ul>	\$160/day

### SILVERDALE WATERFRONT PARK GAZEBO (SEATS APPROXIMATELY 16)

• Two picnic tables

\$80/day

### SOUTH KITSAP REGIONAL PARK SHELTER (SEATS APPROXIMATELY 48)

• Six picnic tables

\$120/day

### WILDCAT LAKE PARK SHELTER (SEATS APPROXIMATELY 48)

• Six picnic tables

\$120/day

### **MISCELLANEOUS FEES**

Admin Fee

\$25



