

# User Agreement Form - Parks

## User Agreement - Parks

*THIS LICENSEE AGREEMENT (hereinafter referred to as the "AGREEMENT") is made and entered into by and between KITSAP COUNTY PARKS DEPARTMENT (hereinafter referred to as "COUNTY"), and Event Host (hereinafter referred to as "LICENSEE"), for the purpose of holding the event listed under this reservation.*

## Event Details

*COUNTY agrees to grant LICENSEE a permit to use and hereinafter referred to as the PREMISES. The LICENSEE will use the PREMISES for the sole purpose of holding the event listed under this reservation and will not use the PREMISES for any other purpose without the express written consent of the COUNTY.*

**I Agree I Am Requesting To Rent Space in the Following Park (Required - Select at least one option):**

- |   |  |
|---|--|
| <input type="checkbox"/> A Quiet Place Park         | <input type="checkbox"/> Arness Roadside Park                |
| <input type="checkbox"/> Banner Forest Park         | <input type="checkbox"/> Bill Bloomquist Rotary Park         |
| <input type="checkbox"/> Billy Johnson Skate Park   | <input type="checkbox"/> Buck Lake Park                      |
| <input type="checkbox"/> Carpenter Lake Park        | <input type="checkbox"/> Chico Salmon Park                   |
| <input type="checkbox"/> Port Gamble Park           | <input type="checkbox"/> Hansville Greenway<br>Wildlife Park |
| <input type="checkbox"/> Harper Park                | <input type="checkbox"/> Horseshoe Lake Park                 |
| <input type="checkbox"/> Howe Farm Park             | <input type="checkbox"/> Illahee Preserve Heritage<br>Park   |
| <input type="checkbox"/> Island Lake Park           | <input type="checkbox"/> J.A & Anna Smith<br>Childrens Park  |
| <input type="checkbox"/> Kola Kole Park             | <input type="checkbox"/> Long Lake Park                      |
| <input type="checkbox"/> Newberry Hill Park         | <input type="checkbox"/> Nick's Lagoon Park                  |
| <input type="checkbox"/> North Kitsap Heritage Park | <input type="checkbox"/> Norwegian Point Park                |
| <input type="checkbox"/> Old Mill Park              | <input type="checkbox"/> Point No Point Park                 |
| <input type="checkbox"/> Salsbury Point Park        | <input type="checkbox"/> Silverdale Rotary Park              |
| <input type="checkbox"/> Silverdale Waterfront Park | <input type="checkbox"/> South Kitsap Regional<br>Park       |
| <input type="checkbox"/> Veteran's Memorial Park    | <input type="checkbox"/> Wicks Lake Park                     |
| <input type="checkbox"/> Wildcat Lake Park          |  |

I Agree I Am Requesting To Rent Space Within The Requested Park for These Dates & Times:

**Event Start Date (Required):** \_\_\_\_\_

**Event End Time (Required):**

*Choose a time between 10:00 AM and 10:00 PM*

**Event Start Time (Required):**

*Choose a time between 10:00 AM and 10:00 PM*

**Event End Date (Required):** \_\_\_\_\_

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**I Understand These Times include Set-Up (Required):**

Option

The date, time, function, room listed above (hereinafter referred to as the 'Event') will be held for you upon signing this contract and the initial deposit (50% of Event Estimate) confirmed as paid in full.

**Signature:** \_\_\_\_\_

## **Control Of Building Reservation Rules**

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### **CONTROL OF BUILDING:**

The entrances and exits of the PREMISES will be locked and unlocked at such times as may be required for LICENSEE's use, but at its expense must always place proper personnel at all entrances and exits when they are unlocked. The COUNTY and all duly authorized representatives will have the right to always enter the PREMISES.

LICENSEE will move in, set-up and occupy the PREMISES in accordance with the dates and times indicated. LICENSEE will vacate and surrender possession of the PREMISES at the time indicated. The LICENSEE will not extend time for the use of PREMISES or for the installation or removal of equipment without the express written permission of the COUNTY. Additional time will be charged at published rates.

### **BUILDING ACCESS:**

- **FAIRGROUNDS:** A key/keycard is required for entry into the COUNTY locations. It is the responsibility of the LICENSEE to pick up a key/keycard at the Parks Office (1) day prior to event date during the following hours: Monday-Friday 10:00 AM – 2:00 PM
- **COMMUNITY BUILDINGS:** If renting a community building, the COUNTY will provide an access code (2) days prior to the event date. This code will allow access during the above requested times, and will reset after the end time no longer allowing access.
- **PARKS:** If renting an area of a public park, the COUNTY will provide a Event Permit that gives the LICENSEE permission of use to the contracted area. This will allow Licensee to use the contracted space within the listed times, and under use outlined by the AGREEMENT. COUNTY is not responsible to block off the event area, LICENSEE is responsible solely for this action during contracted times.

After your event the key/keycard can be placed in the drop box located in the facility, or in front of the Kitsap County Parks Office (1195 NW Fairgrounds Rd). You may also return the keycard by stopping into the Parks Office during regular business hours.

If any keys are not returned, LICENSEE may be subject to additional charges to cover re-key costs.

### **MOVE IN/ MOVE OUT:**

LICENSEE must schedule and pay for move-in and move-out days and times when booking an event. Move-in and move-out times that extend into the evening may be subject to an additional labor fee. LICENSEE and exhibitors shall remove all signage and exhibit materials by the end of their contracted move out time. The COUNTY is not responsible for any items left beyond the contracted moveout time. If there is an inordinate amount of debris left after the event, there will be a charge for the removal at the COUNTY's discretion.

### **EVENT PLAN:**

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LICENSEE will provide an event plan or layout upon application with the final layout to be delivered thirty five (35) days prior to the event, LICENSEE shall include all locations of booths, staging & other structures in the layout. Changes can be submitted up until thirty (30) days before the event with no penalty. Changes to the Event Plan within thirty (30) days of the event may result in late fees and additional labor charges. If renting a community building, this is not required.

## EVENT HOURS:

LICENSEE will open its event at the time outlined in the contract unless otherwise approved by the COUNTY, and an addendum created signed by both parties. The Kitsap County Sheriff may require that the doors be opened early for security or crowd control purposes or in the interest of public safety. No loud music or sound may continue after 10:00 PM as outlined in local noise ordinance.

## SET-UP & CLEAN-UP:

LICENSEE is responsible for the set-up & build of their event. The COUNTY is not responsible for any build, event or tear down items needed by LICENSEE if not previously discussed or outlined. LICENSEE is responsible for all general maintenance of the rented property once possession of keys has been confirmed by COUNTY; To include bagging all trash during event hours, stocking bathrooms, sweeping/mopping floor if necessary, removing all decorations from facility without damage, turning lights on and off etc. Failure to properly clean the facility will result in additional charges for labor and may be subject to additional fees at the COUNTY's discretion based on equipment/staffing evaluation to amend.

## VENDORS:

LICENSEE must supply COUNTY a full and complete list of FOOD/TENTING/BUILD vendors no later than (35) thirty five days out from event date. This will be used to verify layout/equipment requests as well as permitting use for electrical & fire county permits. All vendors, at the liability of the LICENSEE, must take adequate and necessary steps to protect the venue. LICENSEE agrees to repair and/or replace any damaged areas or equipment inside the COUNTY facility.

I Agree to The Above  
(Required):

## Event Fees, Payments, & Cancellation Rules

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### PAYMENT FOR EVENT:

LICENSEE will pay the COUNTY the established rental fee for the reserved space, as outlined on this event contract and outlined below for payment terms:

- Initial Deposit: Based off the total estimated cost of the event, 50 percent of the total is due upon the signing of this agreement. This deposit is non-refundable and nontransferable. Payment is due as stated on the contract and agreement under 'deposits. Payment may be made in the form of credit card, cashier's check or money order made payable to the KITSAP COUNTY PARKS DEPARTMENT.
- Final Deposit: Based off the total estimated cost of the event, the second 50 percent deposit is due no later than (30) thirty days prior to event, or the space will be considered forfeit, and no event set-up will be allowed to take place until the executed contract invoice has been paid in full.

Failure of the LICENSEE to follow such procedures may result in cancellation of the AGREEMENT and release of the event date. Based on availability, additional buildings and grounds can be added to an existing AGREEMENT.

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## AFTER-EVENT INVOICING:

In such cases where LICENSEE is to be invoiced after the event has taken place, payment must be paid in full by due date. Failure to pay by due date will result in LICENSEE being determined Past Due and will result in interest accumulation (18% annual rate), or account being turned over to a collection agency and will result in disqualification from having future events at the COUNTY.

## EQUIPMENT RENTAL FEES:

Base rent does not include charges for additional equipment rentals acquired before or during event. LICENSEE agrees to provide the COUNTY with a completed *Equipment Rental Request Form* at least sixty (60) days prior to event. Completion of this form does not guarantee availability of equipment. The COUNTY will notify LICENSEE of any conflicts and provide alternative recommendations when possible. All arrangements must be finalized at least (30) thirty days prior to event. Any equipment that is not used but had been requested and placed by COUNTY will still be charged at full use rate. LICENSEE is not allowed to move or stack its own equipment. LICENSEE will pay additional charges as agreed between LICENSEE and the COUNTY within seven (7) working days following the event.

## REFUNDS:

The following refund schedule is true for all event payments and deposits:

- 9+ Months Before Event: 100% Refunded (Excludes Admin Fee)
- 9-3 Months Before Event: 50% Refunded (Excludes Admin Fee)
- 3-0 Months Before Event: 0% Refunded (Excludes Admin Fee)

## CANCELLATIONS BY KITSAP COUNTY:

The COUNTY will cancel and release the dates of BOOKED-PENDING events if payment and signed documents are not received within (5) days of first paperwork received or for reasons that would be most beneficial to the COUNTY. In such cases, the COUNTY will provide the most lead time as reasonably possible.

In addition to the right to terminate the AGREEMENT upon LICENSEE's default, the COUNTY, will have the right to terminate all or part of the AGREEMENT at any time, without liability on the part of the COUNTY, upon thirty (30) days written notice; provided, however, this AGREEMENT may at any time be terminated when the PREMISES are required for public use because of unforeseen emergency. Under such termination, a deposit made by LICENSEE will be refunded.

## DISCOUNTS:

Registered non-profit organizations will receive a 25 percent discount on the facility rental fee. A certificate of proof of non-profit status must be submitted with the application to be eligible for the discount.

## 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, events not covered in the Board of County Commissioners Fee Schedule Resolution.

I Agree To The Above  
(Required):

## Insurance & Indemnification Rules

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### INSURANCE:

LICENSEE shall obtain at its own cost and expense, commercial general liability insurance in the amounts of not less than one million dollars (\$1,000,000.00) per occurrence/two million dollars (\$2,000,000) aggregate, in a form satisfactory to the Risk Manager's Office of the Kitsap County. Depending on the type of event or hazardous nature of the event, minimum limits may be increased, and LICENSEE will provide copy of policy upon request of County. The policy shall be endorsed, and the certificate shall reflect that Kitsap County is an additional insured on the LICENSEE'S policy and that the LICENSEE'S insurance is primary. The LICENSEE shall provide the Kitsap County Risk Manager a completed copy of a certificate of insurance, signed by the insurance agent for the

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LICENSEE, and the additional insured endorsement as evidence of such coverage prior to use of the facility. FAILURE TO DO SO MAY RESULT IN REVOCATION OF THIS LICENSE.

If alcohol is to be served by LICENSEE or others under the terms of this AGREEMENT, LICENSEE'S insurance will include liquor liability and be so stated on the certificate.

## INDEMNIFICATION:

LICENSEE hereby agrees to indemnify and to defend Kitsap County, and its elected and appointed officials, officers, employees and agents, at LICENSEE'S sole expense, and to pay any claim, loss or expense incurred by Kitsap County or any third party arising out of LICENSEE'S negligence, or claimed negligence, willful acts, or for any other loss or claims of Kitsap County or third parties, arising out of LICENSEE'S use of the PREMISES 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, LICENSEE agrees to be fully and solely responsible for all 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 PREMISES at LICENSEE'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.

I Agree To The Above  
(Required):

## General Event Facility Rules

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### ANIMALS/PETS:

Except for animal events and service animals, animals will not be allowed on the grounds. Animals kept by RV LICENSEE's must be kept on a leash or in a pen near the applicable RV. At the LICENSEE's discretion, keeping in mind that The Americans with Disabilities Act (ADA) defines a service animal as "any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability." If animals meet the ADA's definition, they will be allowed on grounds as service animals under the ADA. 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. Persons have animals on the grounds must use every precaution to ensure the safety of the people attending the event.

### BALLOONS:

No "lighter than air" (helium or metallic) filled balloons are permitted in the facility without the expressly written authorization of the COUNTY.

### CAMPING- RV PARKING:

No Camping or RV Parking allowed in KITSAP COUNTY PARKS. No RV parking will be allowed moving forward on Fairgrounds as well, as all dump stations and power have been eliminated to follow stipulations that no Kitsap County Park camping is allowed.

### CARE OF THE PREMISES AND EQUIPMENT USE:

LICENSEE will not injure, mark, or deface PREMISES or EQUIPMENT used by or available to LICENSEE. LICENSEE agrees to keep the PREMISES clean and safe during all periods of LICENSEE'S occupation and use. The COUNTY reserves the right to require LICENSEE to take such reasonable protective measures as the COUNTY may determine necessary to insure the preservation and protection of the PREMISES and EQUIPMENT and the safety of event patrons.

a. LICENSEE will not injure, mark, or deface PREMISES including but not limited to placing nails, tacks, hooks, or screws into any part of PREMISES; or adhere 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 PREMISES without the COUNTY's written approval. This includes the floor. No use of duct tape or masking tape is allowed; to adhere to the floor use gaffing or blue painters tape only.

b. In the event of damage or alteration to the PREMISES or EQUIPMENT, LICENSEE agrees to pay the COUNTY to fully restore the PREMISES or EQUIPMENT or repair the damage or replace altered or damaged portions, all at the LICENSEE'S sole cost and expense.

c. Erection of any special apparatus, scaffolding, rigging, or other built- up structures is the responsibility of the LICENSEE, but to ensure safety to performers and the public, such apparatus will be installed according to the specifications and requirements of the Kitsap County building inspector. 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 COUNTY prior to installation. If any structures are assembled without approval by COUNTY, the event is subject to closure with no refund at COUNTY discretion.

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d. Vendors, concessionaires, and contractors are responsible for all aspects of safety in connection with any work they perform themselves or they contract to be done. All work is to be performed in a manner to avoid risk of bodily injury or risk of damage to property. The LICENSEE is responsible for monitoring and making any corrections necessary for the work procedures that will minimize risks and damage. The LICENSEE is responsible to ensure that each subcontractor/worker on site furnishes appropriate safety equipment, has trained personnel in the use of the equipment, and enforce the use of such equipment.

## **CONDUCT OF PERSONS:**

LICENSEE will be solely responsible for the orderly conduct of all persons using the PREMISES by its invitation, either expressed or implied. The COUNTY reserve the right to eject or cause to be ejected from the PREMISES any person or persons due to unlawful conduct. At the discretion of the Kitsap County Sheriff, the COUNTY will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of LICENSEE.

## **CROWD SAFETY ACCESS:**

LICENSEE agrees to sell tickets for and admit only the number of persons agreed upon in negotiation of the AGREEMENT. LICENSEE will assure that attendees can safely and freely always move about the PREMISES. LICENSEE will not permit chairs or obstacles in the passageways or fire exits of the PREMISES and will keep clear all sidewalks, grounds, entries, passages, vestibules, and abutting streets and ways of access to the PREMISES. The COUNTY reserve the right to require the doors to the public seating areas be opened at a specified time before the event. The COUNTY reserve the right to cancel an event at any time, as its sole discretion, should the event become unsafe or threaten public safety.

## **DECORATING:**

Decorating and display companies hired or contracted by LICENSEE are required to set up and tear down within the dates and times specified in the AGREEMENT.

## **DELIVERIES:**

COUNTY will not accept freight deliveries before your event, as storage facilities are not available. Freight deliveries expected during your event must be received by LICENSEE with storage and unloading pre-arranged with the COUNTY. As a courtesy, COUNTY will receive smaller parcels (no COD's) from couriers such as USPS, UPS, Federal Express or others, but will not be responsible for loss, theft, or damage when or after they are received. It is the LICENSEE's responsibility to obtain such parcels in a timely manner.

## **DISCRIMINATION:**

LICENSEE further promises and agrees that it will not, on the grounds of race, color, creed, religion, age, sex, marital status, veteran status, disability, or national origin, discriminate or permit discrimination against any person or group of persons during its use and occupancy of the PREMISES. LICENSEE agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

## **DISABILITIES :**

Kitsap County Events Center supports compliance with the ADA. Most of the PREMISES currently comply with ADA standards. It is the LICENSEE's responsibility to comply with event related needs (i.e., special seating areas, wheelchairs). Some events may consider augmenting with additional disabled restrooms. Handicap-accessible parking spaces or areas will be marked and must be observed by all attendees.

## **DISPLAYS/ EXHIBITS :**

All exhibits and displays shall be transported in and out of the PREMISES during designated move-in and move-out times listed on the AGREEMENT. Other public spaces at the PREMISES may not be obstructed by exhibits, vendors, or closed access to the public. Doors, windows, fire hose cabinets, first aid stations, pull stations, fire extinguishers, fire strobe lights, fire alarm speakers and house lighting attachments may not be covered or obstructed. Unprotected and unsecured open flames are not permitted in buildings.

## **DRUGS:**

As per county code 10.12.160, it is unlawful to bring into or possess or consume in any park/park facility any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if consumed, injected into, breathed, or otherwise administered to a human being or animal.

## **ENTERTAINMENT MORALS:**

No performance, exhibition or entertainment will be given or held on the PREMISES that is deemed illegal or which contravenes COUNTY policy of providing family entertainment events at its public facilities. The COUNTY expressly reserves the right to refuse the use of its facilities to any party proposing to conduct, promote or sponsor an event, which is inconsistent with this policy

## **ELECTRICITY:**

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Unless otherwise specified, electricity needs of LICENSEE, other than for regular house lights, outlets, or normal facility operations, will be paid for by LICENSEE at current rates in effect at the facility. Facility electrical requirements shall be submitted to the COUNTY no later than sixty (60) days prior to the event. Changes can be submitted up until thirty (30) days before the event with no penalty. Changes to event electrical requirements within thirty (30) days of the event may result in late fees and additional labor charges.

A representative of the COUNTY at the sole expense of LICENSEE must make all electrical connections. Multiple plugs such as twin sockets, cube taps, etc., are not permitted. All work must be performed by qualified persons and must conform to applicable Kitsap County fire codes.

## **ELECTRICAL CORDS:**

Extension cords and re-locatable power strips shall be intended for heavy-duty use, a minimum 16 gauge, polarized, grounded type, with a 3-prong plug. The use of non-grounded, multiple-plug, or any extension cord 16 gauge or less ("zip cord") is prohibited. Extension cords and re-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 to power strip. Any appliance or extension cord placed through a public access area must have protection by foot traffic cover or be extended from overhead at least ten feet (10') above floor level. Kitsap County Event Center reserves the right to refuse electrical service due to safety concerns.

## **FIRST AID:**

LICENSEE is responsible for providing their own First Aid Equipment and/or Supplies. Some large events may require on-site First Aid. In an emergency, LICENSEE is encouraged to call 9-1-1 if needed.

## **FLOOR CARE:**

The floors of most of the Kitsap County Fairgrounds and Events Center facilities range from sealed concrete, tile, or carpet. Precautions must be exercised by LICENSEE and exhibitors to protect all floor surfaces:

- a. Vehicles parked in buildings with carpet must have a drip pan placed underneath the vehicle.
- b. All exhibits and displays using bark dust or paving stones must have plastic sheeting placed between floor and display, regardless of floor type.
- c. High tack floor marking, or carpet tape may leave residue that will incur extra cleaning charges. If tape is needed, low tack tape must be used.
- d. Chewing gum left on floor may incur extra cleaning charges, regardless of floor type.
- e. If floors are wet, please advise the COUNTY as soon as noted. Please stay with area until someone responds with clean up. Wet floor signage will be provided by KITSAP COOUNTY PARKS.

## **FORKLIFT SERVICE:**

Forklift service may be available for hire from the Kitsap County Fairgrounds and Events Center.

## **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, nonreusable crates/wrapping, etc.). Additional costs may be charged to LICENSEE for the removal of excessive trash, pallets, and other materials after the event.

KITSAP COUNTY PARKS is committed to sustainability and provide recycling areas within the exhibit halls for all exhibitors to use. In addition, there are specialized recycling containers with designated labels throughout the facility to meet your event waste needs. We encourage you to recycle!

## **INFLATABLE STRUCTURES:**

Please discuss with the COUNTY; additional insurance may be required.

## **KEYS:**

Depending on the event, and the facility being rented, building and/or gate keys may be checked out to the LICENSEE. All keys given out must be returned immediately after the ending date of event. Lost keys are subject to a \$100.00 per key charge.

## **LICENSES AND PERMITS:**

The LICENSEE is responsible for obtaining all licenses, permits and approvals from the appropriate regulatory boards and authorities that may be required for, but not limited to, staging the event. Exhibitor(s) shall comply with all laws, rules, regulations, and codes of the STATE OF WASHINGTON and the COUNTY that include, but are not limited to, workers' compensation insurance, health and safety, fire, construction, utilities and animal and livestock regulations.

## **LOST AND FOUND:**

The COUNTY will have the right to collect and have custody of articles left in the building by persons attending any performance, exhibition or activity given or held on the PREMISES. LICENSEE or any person in LICENSEE'S employ will not collect or interfere with the COUNTY's collection or custody of

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such articles. Articles found will be in the possession of the KITSAP COUNTY PARKS DEPARTMENT for thirty - (30) days after an event. All unclaimed articles will be disposed of according to law.

## **MOTORIZED VEHICLES:**

All motorized vehicles owned by the COUNTY are to be operated by authorized COUNTY personnel only. Vehicles staged as static displays are subject to the Fire Marshal Regulations.

## **NOISE LEVELS PER EVENT:**

LICENSEE should be aware that shows that have amplified sound may be subject to local noise ordinances as per Kitsap County Code.

## **OCCUPANCY INTERRUPTIONS:**

If the PREMISES or any part of PREMISES is destroyed or damaged by fire or any other cause or if any casualty or unforeseen occurrence such as strikes, labor disputes, or acts of military authorities, render the fulfillment of this contract difficult or impossible to perform, this AGREEMENT will be at once canceled. The COUNTY will not, in any such case, be held liable or responsible to LICENSEE for any damage caused by said cancellation and the COUNTY will be relieved from any further liability by reason of this AGREEMENT, and the LICENSEE will make no claims for compensation or for damages against the COUNTY. Any rental for the unused portion of said AGREEMENT will be refunded to LICENSEE.

## **PARKING:**

Parking is available for all events taking place on the PREMISES but not guaranteed. Specific parking areas, entry and exit gates to be used for the event will be determined by the COUNTY but not guaranteed. A per-car parking charge may apply to certain events. The COUNTY is responsible for placing parking signs. Alternate arrangements for parking charges may apply to your event.

## **PERFORMER:**

LICENSEE guarantees the appearance of any named performers advertised to appear at the event as specified. In the event an advertised performer must cancel, LICENSEE must place signs so indicating outside the premise's entrances and must make an official announcement before the start of the program. LICENSEE must make a bona fide offer of a refund to any ticket holder who requests a refund. The manner and circumstances of the refund, if necessary, will be determined by the COUNTY. LICENSEE will pay all refunds and expenses of refund arrangements.

## **POST EVENT CLEAN UP:**

No equipment, pallets or waste materials may be left beyond the AGREEMENT timeframe or charges may be incurred and charged to LICENSEE at the sole discretion of Kitsap County Fairground and Event Center. Any damage, facility charges, excessive clean-up or other costs incurred by display, decoration or labor contractor is the full responsibility of the LICENSEE. Please ensure your decorator reviews the rules and regulations as noted above to eliminate any additional charges.

## **RESTROOMS:**

LICENSEE may use the pre-existing bathrooms if applicable to the facility rental, but LICENSEE is aware dependent on fire, health & safety requirements that additional restrooms may be required to be rented including handwashing stations which must be in complete operating form throughout the entire duration of the event. LICENSEE is also aware that it is their responsibility to service and maintain the bathrooms for the rental dates outlined in the contract. LICENSEE agrees to uphold cleanliness standards as outlined in paragraph 9.

## **READER BOARDS:**

Advertising reader board space is limited at COUNTY.

Every effort will be made to include your public event's information.

## **RECYCLING:**

LICENSEE will be solely responsible for disposal of recyclable items in recycling bins provided by the COUNTY. Such items include aluminum beverage cans, plastic #1 soda bottles, plastic #2 milk jugs, office paper, and flattened corrugated cardboard. Plastic bottles and jugs will be rinsed before placing into the recycle bins. Recyclable materials described in the AGREEMENT will not knowingly be disposed in solid waste dumpsters without the express approval of the COUNTY.

## **ROOM CAPACITIES:**

Room capacities vary widely depending upon the event's specific functional requirements regarding seating arrangements, staging, dance floor, food/beverage service needs and audio/visual set-up, etc.

## **SECURITY AND POLICE:**

LICENSEE may be required to hire a specified number of security personnel as outlined by the COUNTY. Security must be the last to leave the PREMISES.

## **SIGNS AND BANNERS/FASTENING SIGNS OR DECORATIONS:**

Signs, banners, and posters may not be attached to any part of the facilities' surfaces or to any of the furnishings, rented equipment, or fixtures of the facility without prior approval from the COUNTY. The



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COUNTY has specific approved areas and methods for banner(s) hanging inside or outside the buildings and facilities.

Please be aware that no adhesives, tacks, nails, or other damaging material can be used to affix items to doors, tables, walls, windows, and other surfaces in any location.

## **SMOKING OR VAPING:**

The COUNTY does not allow smoking or vaping in buildings and structures. Smoking or vaping is allowed outside the buildings, however it is required that smoking is only allowed to occur a minimum reasonable distance of 25 feet from entrances, exits, windows and air intakes to ensure that smoke does not enter buildings.

## **SOUND SYSTEM:**

The in-house sound system located in some of the PREMISES may require supplemental sound equipment depending on your event's production requirements. No outdoor paging system is available. For detailed information that is specific to your event needs, please contact the COUNTY.

## **SPEED LIMIT:**

For the safety of all patrons, LICENSEE's and exhibitors, the maximum speed limit on the PREMISES is 10 MPH.

## **STORAGE:**

LICENSEE must notify the COUNTY in advance if they intend to deliver property to PREMISES prior to an event. If such deliveries become necessary, it is LICENSEE'S full responsibility to provide for storage of property. LICENSEE must have adequate insurance for such property, and no property will be delivered more than three days prior to opening of an event. The COUNTY, its officers, agents, or employees will not be liable for any loss, damage, or injury to LICENSEE's property while on the PREMISES.

## **TENTS/CANOPIES:**

According to Kitsap County Fire Marshall rules, tents, or canopies "are not allowed inside a structure unless approved by the local Fire Code Official."

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

LICENSEE agrees to not stage any act or performance in which fire, flame, or explosive device is involved without first having obtained the prior written permission of the Parks Director and Kitsap County Fire Marshal. LICENSEE further agrees that it will not use any decorative materials prohibited by any applicable law, policy or regulation or any similar flammable or combustible materials on or about the PREMISES. LICENSEE may request copies of Kitsap County fire regulations by contacting the Kitsap County Fire Marshall's offices at 614 Division St, Port Orchard, Washington 98366. Certain floor plans 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 facility must remain clear and unobstructed. The LICENSEE is responsible for advising exhibitors about Fire Regulations. All exhibit booths must be cleared of combustible rubbish daily.

## **WATER:**

The COUNTY agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purposes, unless otherwise specified in AGREEMENT. Water closets, toilets, and water apparatus will not be used for any purposes other than, for which they are constructed.

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

Non-secure, free Wi-Fi may be available. This service is complimentary and subject to availability.

I Agree To The Above  
(Required):

## **General Food Vendor & Catering Rules**

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### **CONSUMING/SELLING ALCOHOL:**

An additional fee of \$400 (non-refundable) and liquor liability insurance is required for events where alcohol will be consumed or served. A WA State Liquor and Cannabis Control Board Banquet Permit, Special Occasion Permit, or other licensing may also be required. The consumption of alcoholic beverages is restricted to licensed events only and only during those times agreed upon. For safety reasons, alcohol consumption may not be permitted during ingress/egress times.

LICENSEE shall supply a copy of the certificate of insurance and banquet permit to the COUNTY no later than (30) thirty days or no alcohol will be allowed for consumption on premises. LICENSEE will keep a copy of said license on them during event hours in case of request. LICENSEE understands

# User Agreement Form - Parks

that if any alcohol is sold or consumed during the event and a permit has not been obtained, LICENSEE will no longer be allowed to enter into any further rental agreements with COUNTY & will be subject to additional damage fees.

## CATERING:

LICENSEE may bring in a caterer of their choice. Limited kitchen facilities are available. For cooking and prepping of food, open flames are prohibited inside any facility. Electric appliances are acceptable. If cooking outside of facility, open flame appliances must be positioned no closer than 20 feet to the facility & a fire permit may be required. If such parties wish to have alcohol served, the server MUST be Washington State Liquor and Cannabis Board certified.

## CONCESSION RIGHTS:

The COUNTY reserves the right to operate or contract concessions for events covered by this AGREEMENT. Concessions will include, but are not limited to, the dispensing or sale of food, drink, programs, souvenirs, and novelties. LICENSEE or its exhibitors may distribute merchandise with written permission of the COUNTY. The LICENSEE may contract with additional concessionaires if they are not in direct competition with the COUNTY's concessionaire. Most private parties and catered events where the public is not purchasing concession food may choose the caterer of choice.

I Agree To The Above  
(Required):

## General Marketing & Advertising Rules

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### ADVERTISING:

LICENSEE agrees to take full responsibility for promotion or advertisement of its event. The COUNTY may promote an event at its sole discretion. The COUNTY will not promote or advertise an event without the written consent of LICENSEE. LICENSEE agrees to provide a name and/ or contact phone number to be printed in any publication when promoting through the COUNTY. It is agreed that no signs or advertisement will be placed in, on or about the PREMISES without the consent of the COUNTY. LICENSEE agrees not to represent that the COUNTY is sponsoring their event without the written consent of the COUNTY.

### COPYRIGHTER MATERIAL:

LICENSEE warrants on its own behalf and on behalf of any Artist or Performer engaged by LICENSEE, that all copyright material to be performed has been duly licensed or authorized by the copyrighted owners or their representatives and LICENSEE further warrants, on its own behalf and the Artists/Performer's behalf, that all royalty fees arising from the use of copyrighted material in this performance have been paid in full. LICENSEE specifically agrees to fully indemnify, defend, and hold harmless the Kitsap County, its agents and employees against any losses, claims or liabilities related to copyright or trademark violations or claims. Kitsap County's Parks website contains valuable information about onsite services, room capacities, upcoming events, exhibitor and attendee information, rules, and regulations. The COUNTY reserves the right to post public events on the Calendar of Events. This is not a guarantee that your event will be listed.

### PHOTOGRAPHY/VIDEO:

The COUNTY reserves the right to photograph, videotape or record any event for its own records, publicity, and promotional purposes.

### VIDEO SOUND, RECORDING, AND BROADCAST:

All television, broadcast, video, or sound recording rights are reserved to the COUNTY but said rights may be acquired by negotiation with the COUNTY. Any arrangements made by LICENSEE in this regard are at its sole expense and liability. If your event is expected to attract media attention, please advise the COUNTY so they may arrange for early entry, additional electricity, or special access needs.

I Agree To The Above  
(Required):

Option

# User Agreement Form - Parks

## Signature of Agreement - User Agreement; Community Buildings

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**SEVERABILITY/NON-WAIVER:**

The illegality or unenforceability of any of the provisions of this AGREEMENT will not render the remainder unenforceable if the balance of the AGREEMENT can still be fairly implemented. Wavier by the COUNTY of any provision of this AGREEMENT in any specific circumstance will not be deemed a waiver in any subsequent circumstance, or of any other term or provision.

**PLACE OF AGREEMENT:**

This AGREEMENT is deemed made in the state of Washington. LICENSEE consents to jurisdiction of the courts of the State of Washington, agrees that venue will be in the Kitsap County, Washington and agrees that the laws of the State of Washington will govern questions of construction or interpretation arising in connection with this AGREEMENT.

**The LICENSEE has executed this Agreement through their authorized representatives as their signatures appear (Required):**

**Date Signed (Required):** \_\_\_\_\_