



## SECTION IV – Amplification for Event -

1. **Amplification Request** - Please list the time, location and description of any Live Music and/or an amplified Sound System for music entertainment and/or public announcements during your event (enter N/A if not applicable): \_\_\_\_\_

2. **Amplification Agreement** - I agree that any amplification for Live Music and/or amplified sound for music entertainment shall be limited to (3) three 45-minute intervals with at least a 15-minute break between sets and the amplification will not prevent my guests and/or the general public from holding a conversation at normal volume at a distance of 30 feet or more from the source of the amplification.  I AGREE \_\_\_\_\_ Initials

*Amplification is subject to additional fees and requirements.*

## SECTION IV – Special Requests -

**Concession/Admission Sales** - Will there be concession sales of Food, Drink, Merchandise, Pre-Registration Services, and/or charging of admission to guests and/or the general public during the event?

No  Yes – Concessionaire Permit and Insurance required.

**Commercial Filming/Photography** - Is there commercial filming and/or commercial photography planned?

No  Yes –City of Shoreline Film Permit required.

*Concessionaire and Film Permits are subject to additional fees and requirements.*

The undersigned certifies that he/she is the applicant or the authorized representative of the organization named above and that the information provided is complete and true. If approved, the Applicant agrees to comply with all of the Terms and Conditions of the approved Park and Open Space Non-Exclusive Use Permit, the Rules for Use of the City's Park Facilities, and any other applicable law or regulation.

**X**

Signature

Date

Organization

### Department Director Review:

Permit Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Director, PRCS Department)

Permit approved with the following conditions: \_\_\_\_\_

Application Denied-Reason: \_\_\_\_\_



## Terms and Conditions

### Activity Supervision

The Permittee assumes responsibility for all activities conducted in or on City Park and/or Open Space Areas, including but not limited to supervision to ensure compliance with the terms of this Permit and to prevent injury or damage, and provide for reasonable maintenance of the Park and/or Park Facilities during the permitted use period.

#### 1. **Proof of Insurance (SMC 8.12.090):**

- A. If required, a Certificate of Insurance naming the City of Shoreline as additionally insured shall be provided to the City before final confirmation of the reservation is issued by the City.
- B. Insurance liability limits shall meet the following requirements: Commercial General Liability insurance in an amount of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.
- C. The cost of insurance is the responsibility of the Permittee.
- D. The City of Shoreline reserves the right to adjust the amounts of insurance required based on the level of risk presented by the event.
- E. The following activities require insurance:
  - Athletic League games,
  - Major Events or On-Going events that fall under the Hazard Schedule II or Hazard Schedule III User Hazard Classification Schedule.
  - Events that have inflatable games (bounce houses),
  - Events that will serve alcohol, and
  - Other events on a case by case basis.

#### 2. **Tobacco, Alcohol and other Controlled Substances Use (inc. Marijuana) (SMC 8.12.395, 8.12.500, RCW 69.50.445, RCW 70.160.075):**

- A. Smoking, or the use of any tobacco and/or controlled substance products, in any City Park and/or Open Space is not permitted.
- B. The use, possession, or consumption of any alcoholic beverages is not permitted except at the Terrace at Richmond Beach Saltwater Park, the Amphitheater at Cromwell Park, and Kruckeberg Botanic Garden. The Permittee must obtain the proper permits as required by SMC Chapter 8.12.500.
- C. Police shall be called, and patron(s) asked to leave a park and/or open space if engaged in the unauthorized consumption of alcohol, tobacco, or controlled substances.

#### 3. **Amplification (SMC 8.12.380):**

Permission to use sound amplification is permitted only if approved as part of this Park and Open Space Non-Exclusive Use Permit.

#### 4. **Animals (SMC 8.12.280):**

All domestic animals must be leashed at all times while in City of Shoreline parks and/or open space, except in designated off-leash areas, and scoop laws must be obeyed. Owners are responsible for any injury or damage caused by their domestic animals).

#### 5. **Fires (SMC 8.12.370):**

No person shall ignite or maintain any fire or participate in igniting, maintaining or using any fire within a park and/or open space except in a designated barbecue unit or in a designated fire pit unless authorized by the PRCS Department. Portable gas grills are permitted; however, charcoal grills are prohibited.

#### 6. **Gender Equity (Resolution 370):**

The City of Shoreline prohibits sex discrimination in the operation, conduct or administration of community athletic programs for youth and adults. If Permittee intends to provide a community athletic program at the permitted event, Permittee is prohibited from discriminating on the basis of sex.

#### 7. **General Park Use:**

The use of Park and Open Space is subject to effects of rain and wind, other park patrons, and the presence of the natural park residents. The Park and Open Space outdoor facilities may not be in the same condition as when Permittee inspected the area.

#### 8. **Motor Vehicles and Parking:**

No unauthorized motor vehicles shall be allowed in park and/or open space areas. Motor vehicles within park boundaries must stay on access roads and parking areas designated for the general public. Motor vehicles are not permitted on a trail unless specifically designated. Reserving parking spaces is not allowed.

**9. Park and/or Open Space Area Alterations, Set-up and Clean-up (SMC 8.12.070, 8.12.120):**

All park and open space areas utilized shall be left in a clean and neat condition. No staking or digging is allowed in any park or open space area with PRCS Director approval. Blue painter's tape ONLY for decorations (no tacks, nails, glue, or other tape). Personal and/or rental equipment must not interfere with other park or park facility users. Permittee is responsible for their own set-up and clean up. Set-up and clean-up times are included in the use time period. Rental equipment must be removed from the park and/or open space area by the designated end time of the use period. Garbage and recyclables shall be placed in appropriate containers or removed from the park or open space area.

**10. Damage to Park and/or Open Space Areas.**

Permittee shall leave the park and/or open space area(s) in a same or better condition as prior to the event. Permittee shall be responsible for the actual costs incurred by the City to repair and replace any area or property damaged by the Permittee, its guests, attendees, and invitees.

**11. Payment Policy:**

All payments must be made by the designated due date or a minimum of two (2) calendar days before the day of the event.

**12. Failure to Comply with Use Time Period:**

The Permittee shall be charged additional fees for time in excess of the contracted use period at a pro-rated hourly rate per the City of Shoreline adopted fee schedule, SMC 3.01.300. Set-up and clean-up times are included in the use time period.

**13. Cancellation Policy (SMC 8.12.050):**

**By City:** The City of Shoreline reserves the right to cancel any event conflicting with a City program or if the park and/or open space area becomes unavailable due to unforeseen maintenance or safety issues. Permittee shall be fully refunded permit fees as provided in the City's refund policy.

**By Permittee:** A full refund shall be issued if the Permittee requests that this non-exclusive use permit be canceled seven (7) or more calendar days prior to the event date. If Permittee requests cancellation less than seven (7) calendar days prior to the event date, a partial refund shall be issued in the amount of \$50 or 50% of the fees already collected, whichever is less. Requests for cancellation 24 hours or less prior to event date shall not receive a refund.

**14. No Assignment:**

This Park and Open Space Non-Exclusive Use Permit, nor any rights, permission, or privileges granted may be assigned or transferred by the Permittee

**15. Revocations (SMC 8.12.120):**

All activity within the park and/or open space area(s) shall comply with any and all park rules and regulations established by the City of Shoreline or an applicable state or local law and the terms of this Permit. The Parks, Recreation and Cultural Services Department may immediately revoke this Permit and/or terminate an event in progress if the Permittee fails to comply with any rule, regulation, law, or term of this Permit.

**16. Hold Harmless.**

The Permittee shall defend, indemnify and hold harmless the City of Shoreline, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use the park and/or open space area(s) or from any activity, work or thing done, permitted, or suffered by Permittee in or about the park and/or open space area(s), except for injury or damages caused by the sole negligence of the City of Shoreline

**18. GOVERNING LAW**

This Non-Exclusive Use Permit shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Permit shall be King County Superior Court.