

## EXHIBIT B

### Permitting Protocols Including Allowable Fees and Charges

The Department of Parks and Recreation (DPR) will continue to permit any event that is an exercise of rights protected by the First and Fourteenth Amendments to the United States Constitution or Article I, Sections 3, 4, 5 or 11 of the Washington State Constitution. These events will be referred to as “Free Speech events”. DPR will also continue to permit any event that requires a City of Seattle Citywide Special Event permit and those events that are part of its baseline programming.

DBIA will schedule and permit all other events in Westlake Park and Occidental Square.

1. DPR will update its application and website to direct users to the appropriate application and recipient agency.
2. DBIA will create an application and instructions to post on the DPR website for permit applicants OR a link to an external website where applicants may obtain a permit application. If such a website exists, it will direct Free Speech users to the DPR website.
  - a. Any application for Free Speech activity received by DBIA will be forwarded to DPR immediately.
  - b. Any applications received by DPR for events for activities not related to Free Speech activity will be forwarded to DBIA within one business day. Applications will be reviewed for time sensitivity and forwarded with urgency.
3. DPR will issue permits for Free Speech events after reviewing DBIA’s electronic calendar and consulting with DBIA staff if needed. When less than forty-eight (48) hours turn-around time is involved for a Free Speech permit application, DPR requires a one-hour response to DPR during business hours of 8:30am-5:00pm. Once issued, a copy of any Free Speech permit will be forwarded to DBIA for addition to the main calendar.
4. Free Speech events often occur as the result of political or religious events around the world, labor changes or the anniversaries of such events. DPR will negotiate the time, place and manner of these events to the best of its ability, but generally tries to accommodate Free Speech events as desired by the applicants.
  - a. Free Speech peaceful assemblies are not required to obtain a permit, but do so as a courtesy.
  - b. Free Speech events with equipment that poses risk are required to obtain a permit with conditions and provide insurance.
  - c. Marches and rallies that commence in other areas often use Westlake Park as a terminus with and without permits. DPR and SPD do not always receive notice of this activity.
  - d. All attempts will be made to permit Free Speech events at the South portion of Westlake Park, but the Arch may be permitted as needed.

5. Previously scheduled activity will be accommodated by DBIA with no change to a permit's stated conditions.
  - a. Previously scheduled activity may/may not preclude Free Speech event permitting.
  - b. DBIA will monitor the Citywide Special Events calendar for events that impact Westlake Park and Occidental Square but may not be permitted for those locations.
  
6. Because DPR is a member of the Citywide Special Events committee, it will continue to permit those events that require a Citywide Special Event permit, working closely with DBIA on successful outcomes.
  - a. When DBIA receives applications for events that could potentially require review for Citywide Special Event permit, DBIA will forward the application to DPR for review. Criteria for this review could be one or more of the following elements:
    - i. An event planned to be held in a park or other public place that meets all three of the following criteria:
      1. Is reasonably expected to cause or result in more than fifty people gathering in a park or other public place; and
      2. reasonably expected to have a substantial impact on the park or other public place; and
      3. requires the provision of substantial public services; OR
      4. An event planned to be held on private property that meets all three of the following criteria:
        5. Is reasonably expected to cause or result in more than five hundred (500) people gathering in a park or other public place; and
        6. Is reasonably expected to have a substantial impact on the park or other public place; and
        7. Is reasonably expected to require the provision of substantial public services;
    - ii. The intent to serve or sell alcoholic beverages
    - iii. The installation of heavy equipment or displays (in excess of 3000lbs)
    - iv. Reduced access by the general public to a public park
  
7. For events or activities for which DBIA issues a Park Use Permit, DBIA shall apply only the fees and charges listed in the Use Permits Fees and Charges section included below. Note: For Fees and Charge rates after 2016, please go to the following webpage for updated Fees and Charge rates: <http://www.seattle.gov/parks/reservations/feesandcharges/contents.htm>

## Use Permit Fees and Charges for 2016

**Note: For Fee and Charge rates after 2016, please go to:  
<http://www.seattle.gov/parks/reservations/feesandcharges/contents.htm>**

Use Permits authorize non-department groups to utilize the Department of Parks and Recreation (DPR) property for special events (i.e., runs, boating, concerts, day camps, community festivals, rallies, commercials, etc.). Additional charges may apply to cover direct cost of special services/requests.

### General Provisions

NOTE: Insurance shall be required when the planned event or any structure, activity or feature thereof presents a significant risk of liability or loss for the City, its officers, or for the applicant, due to personal injury or property damage. The insurance requirement shall not apply to events where the sole activity consists of expression protected by the First Amendment and does not involve the use of any structures, vehicles, equipment, apparatus or machinery that creates a significant risk of personal injury or property damage. In addition, an application fee will be collected upon formal written application. This fee is non-refundable, except when the Department denies a request.

2015	2016	
\$50.00	\$50.00	Application fee – First Amendment Events, including political activities.
\$75.00	\$75.00	Standard Application fee – Use Permits (i.e., runs, boating, concerts, day camps, community festivals, rallies, seasonal concession permits, etc.)
\$20.00	\$20.00	Booth fee – As part of a special event, a charge of \$20.00 per booth or 10% of gross sales, whichever is greater.
10% of gross sales on DPR property	10% of gross sales on DPR property	If, in the course of the activity/event, charges are levied for admission, sales, or entry fees, the user will be subject to a minimum charge of 10% of the gross receipts.  NOTE: For PRIVATE events that limit access to a public outdoor park, a charge of 10% or \$5,000 (whichever is greater) of ALL admissions, registrations or tickets related to the event will be collected, including those that may be collected before the event OFF DPR properties.
\$20.00	\$20.00	Load/Unload fee, per vehicle – for short-term access into non-parking areas or those areas accessed through a locked gate or bollard.
\$75.00	\$75.00	Utility hook-up fee – for any utility hook-up performed by Department personnel.
\$75.00	\$75.00	Alcohol use permit fee

\$75.00	\$75.00	Supplemental Late Application Fee – for requests submitted less than 6 working days before event. (Fee does not apply to First Amendment events)
\$100.00	\$100.00	Per surface (advertising banner, canopy/tent wall, sign, vehicle surface, inflatables, other) per day – for posting advertising signage (including signage that contains both commercial and non-commercial elements) in a park in conjunction with a park use permit.
\$10.00	\$10.00	*Hourly use fee for Triangles, Circles, Squares, Pocket parks, Boulevards, and the Burke Gilman Trail
\$20.00	\$20.00	*Hourly use fee for Downtown & Neighborhood parks
\$25.00	\$25.00	*Hourly use fee for Community, Natural, Special Use and Recreation Area parks
\$150.00	\$150.00	**Parking area use fee – 25 or fewer spaces blocked per day
\$200.00	\$200.00	**Parking area use fee – 26-50 spaces blocked per day
\$500.00	\$500.00	**Parking area use fee – 51 or more spaces blocked per day

\*Hourly use fee for Park Use Permits for all events except those constitutionally protected or those events covered under separate agreement. Contact Event Management office at 684-4081 for further information.

\*\* Parking area use fees apply to designated parking areas in some parks that DPR deems necessary to reserve for events.

### **Park Use Permit Instructions and Use Permit Application Form**

Please refer to the following pages for the Park Use Permit Instructions and Requirements, followed by the Use Permit Application form.

# Scheduling an Event in Westlake Park & Occidental Square

## PARK USE PERMITS

At-Exit - Permitting Protocols Including Allowable Fees and Charges  
V1

For Westlake and Occidental Park:  
Downtown Seattle Association (DSA) 1809  
7th Ave, suite 900  
Seattle WA 98101  
Office: 206-613-3206  
Fax: 206-625-9940  
[www.downtownseattle.org](http://www.downtownseattle.org)  
Email: [Permit.Parks@downtownseattle.org](mailto:Permit.Parks@downtownseattle.org)

For all other parks and First Amendment events  
in Westlake Park & Occidental Square:  
Parks Event Scheduling Office  
7201 E. Green Lake Drive N  
Seattle, WA 98115-8164  
Office: 206-684-4080 Fax: 206-684-4853  
Email: [kyle.griggs@seattle.gov](mailto:kyle.griggs@seattle.gov)  
[www.seattle.gov/parks/reservations/permits.htm](http://www.seattle.gov/parks/reservations/permits.htm)

Welcome! Under a partnership agreement between the Department Parks and Recreation (DPR) and the Downtown Seattle Association (DSA) for programming and activation of Westlake Park and Occidental Square, DSA is responsible for issuing permits in these parks for events that are not related to Free Speech/First Amendment activities or to Citywide Special Events. DPR is responsible for issuing permits related to Free Speech/First Amendment activities and to Citywide Special Events. Please see below for how to obtain a permit.

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### Introduction

Thank you for choosing Westlake or Occidental for your public event. Parks Use permits allow us to prevent conflicts, make necessary maintenance preparations, and avoid overuse of facilities.

Permits are required if: 1) Any amplified sound is planned. 2) Any equipment is brought into a park. 3) The event is publically advertised. 4) Over 50 people are expected.

Use permits are granted on an application-review basis. To apply for a permit in **Westlake Park** or **Occidental Square** please send the attached application to:

Downtown Seattle Association  
Parks Event Scheduling  
1809 7th Ave, Suite 900  
Seattle WA 98101  
Office: 206-613-3206  
Fax: 206-625-9940  
Email: [Permit.Parks@downtownseattle.org](mailto:Permit.Parks@downtownseattle.org)

### Application:

Please complete the attached application form as completely as possible. Answers to the questions should give a full description of all activities planned, all facilities that are needed, date and times of the event and the number of people expected. Wherever you give a “yes” answer on the checklist, please provide a detailed explanation; add pages and maps if needed. Remember to date and sign the application. We will return all un-signed applications, and any incomplete form may cause delays.

We encourage all event organizers to turn in their applications early, as Parks Use Permits are considered on a first-come, first-served basis.

DSA accepts applications at any time for events, but late fees will be assessed to applications received within seven business days; late applications may be denied if we determine there is insufficient preparation time for any aspect of an event.

## **Fees and Charges**

### **Application Fee**

You will be charged a non-refundable Park Use Permit Application fee with every permit application. The fee is \$75 unless your event is protected by the First Amendment to the U.S. Constitution, in which case the processing fee is reduced to \$50. Other fees, explained below, may include but are not exclusive to:

### **Permit Fees**

- \$20 per hour rental fee
- \$75 for Electrical or Water Hookup Fee
- \$75 Late Application Fee (explained under Application section)
- \$100 Commercial Use Fee per surface or display is explained in detail below
- \$20 per vehicle per day Load/Unload Fee. Vehicles permitted to enter parks for load/unload purposes. Vehicles may not be allowed at certain times
- 10% of gross sales or \$20 per booth/canopy fee, whichever is greater (explained below)
- Any damage done to the park during an event (explained below)
- Additional use fees, such as table or shelter fees.
- A refundable damage deposit may be required for certain events. Fees are relative to size, setup, attendance, and park/patron impact.
- Once we process your application, we will send you a confirmation with the cost of your permit. Downtown Seattle Association may require insurance, deposit, and special approvals or permits from other City departments in addition to the above fees. All fees are non-refundable.
- Upon review of a Park Use Permit application, DSA may determine that extra staff is required onsite at an event. Applicants will be advised of this requirement/cost during permit review.

### **Admission, Event Fees, or Sale of Merchandise Fee**

DSA must approve any plan to charge admission or sell any service or product at any event on Parks property. If approved, 10% of gross receipts collected on Parks property or a \$20 per booth/canopy fee (whichever is greater) must be paid to the Downtown Seattle Association.

This payment is due to the DSA within 10 business days after the event. Please make all checks payable to "DBIA Services." This fee does not apply to bona fide donations or contributions made at a political or religious gathering. (As a rule, in a contribution, the donor alone determines what he/she will give, and receives nothing in exchange. In a sale, the seller, or the seller and buyer, set or suggest a price, and the buyer receives merchandise or a service in exchange for their money.)

There may be contracted concessionaires in the parks who have exclusive privileges to sell food inside that park. DSA will inform applicants if this is the case.

DSA reserves the right to regulate the pricing of goods and services sold to the public. Please discuss with the DSA the prices of food, products, or services and admission charges when you apply.

### **Commercial Use/Promotional and Advertising Fees**

DSA charges \$100 per surface, per day, for advertising in parks. Surfaces include - but are not limited to - banners, signs, tents/canopies, vehicles, inflatables and other structures that include advertising, logos or branding for organizations, services or products. Some structures/vehicles may be considered multiple surfaces.

Permit applicants/holders are responsible for all advertising fees and are required to obtain design approval from DSA and must accurately disclose all applicable displays prior to permit issuance.

### **Damage Mitigation**

Damage to turf, trees, shrub beds, hard surfaces, or buildings caused during the event will be charged to the user group at Parks' current labor and material costs. All damage must be repaired to the Department of Parks and Recreation standards.

### **Insurance:**

- PLEASE SEND THIS SECTION AND INSURANCE REQUIREMENTS ATTACHMENT TO YOUR BROKER, AGENT, OR INSURER.
- Acceptable evidence of insurance as specified below must be filed with and approved by Downtown Seattle Association at least 30 days prior to the scheduled date of an Event on Parks property.

- The only exception to the insurance requirement is if the proposed event is a political activity protected by the First Amendment to the U.S. Constitution unless the event includes activity that presents a significant risk of injury because food is sold or served; a stage, scaffolding, tent, or canopy is erected; participants engage in athletics, group exercises, or activity involving physical contact; booths or structures are included; carnival rides; electrical cords, or wires are used; use of generators; any open flame, vehicle or float, inflatable signs; or erecting anything that may fall or collapse.

### **Insurance Requirements**

- The minimum coverage must consist of a Commercial General Liability (CGL) insurance policy or the equivalent with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL) or the multiple limits equivalent. If alcoholic beverages are to be served, host liquor liability coverage must be included.
- If a vehicle enters the park for setup and/or breakdown of the event, there is an additional requirement for automobile liability insurance with a minimum limit of liability of \$1,000,000 CSL or the multiple limits equivalent.
- “Downtown Seattle Association” must be an additional insured for primary and non-contributory limits of liability. NOTE: THIS IS A DESIGNATED ORGANIZATION PERMIT. THE GENERAL LIABILITY ADDITIONAL INSURED POLICY OR ENDORSEMENT LANGUAGE MUST BE AS PER THE ISO CG 20 26 ADDITIONAL INSURED ENDORSEMENT FOR DESIGNATED ORGANIZATIONAL PERMITTING OR EQUIVALENT. “OWNER’S, LESSEES OR CONTRACTORS” ADDITIONAL INSURED LANGUAGE WILL NOT BE ACCEPTED.
- Safeco Insurance Company certificates must have a CG 76 80 “Primary and Non-Contributory” endorsement attached.
- The insurer(s) must provide not fewer than thirty (30) days’ notice of cancellation, except ten (10) days as respects cancellation for non-payment of premium.
- Certification of insurance, which in addition to a certificate of insurance must include an actual copy of the additional insured provision to the general liability insurance policy (either blanket additional insured language or a designated additional insured endorsement), must be issued to:  
Downtown Seattle Association  
Parks Event Scheduling  
1809 7th Ave, suite 900  
Seattle, WA 98101  
and must be e-mailed as an attachment to: [Permit.Parks@downtownseattle.org](mailto:Permit.Parks@downtownseattle.org)

### **Deposit**

The Downtown Seattle Association may require deposit in these

1. When admission is charged to an event or food or products are sold, in order that DSA may be assured of collecting the percentage of gross receipts charged;
2. When an event presents a risk of damage to Parks property, in order that DSA and DPR may be assured repairs will be made or the City reimbursed its cost;
3. When the event appears likely to cause Parks unusual clean up or restoration expenses, in order that DPR can cover its probable out-of-pocket costs;
4. When the City’s Noise Control Ordinance, Seattle Municipal Code (SMC) 25.08, applies, in order to comply with its terms and conditions, particularly Section 520E;
5. When special services are provided, or extra expenses are anticipated, and the Superintendent of Parks and Recreation determines that a performance bond is necessary to fully protect the City.
6. When the applicant has previously held an event that violated the Seattle Park Code.

The bond or cash deposit is set in an amount which would make the City whole if the terms and conditions of the use permit were not fully performed, and where applicable, in accordance with SMC 25.08.520E.

## Approvals/Other Permits

It is an applicant's responsibility to research and secure all necessary City Permits required for an event other than the Parks Use Permit. Additional permits may be needed to be obtained from other City departments.

Please see the list below of possible conditions that would require additional permits and the other City resources to refer to:

Contact the Seattle Fire Department Fire Marshal's Office at 206-386-1450 if your event includes:

- Use of tents with walls exceeding 400 square feet, or tents without walls with an aggregate area exceeding 700 square feet
- Use of propane or any open flame for heat or cooking operations
- Some events may require an assembly permit

Contact the City's Department of Construction and Inspection Office at 206-684-8600 if your event includes:

- Building of or use of a stage, platform, bleachers, and/or scaffolding structures
- Any structure greater than four feet in height
- Construction of a any physical structure (excluding tents under 400 square feet) for sales or displays
- Structures anchored to existing buildings or weighing more than 2,000 pounds
- Any and all proposed construction must be approved by the Parks Department

Contact Public Health – Seattle & King County at 206-296-4632 if your event includes:

- Serving, handling, or preparing food or beverages

Contact the City's Revenue and Consumer Affairs Office at 206-684-8484 if your event includes:

- Engaging in business activities subject to the City's business and occupation tax, such as charging admissions or selling any items

Contact the City of Seattle Department of Transportation (SDOT) at 206-684-5253 if your event includes:

- The need to temporarily block off or close any streets or roadways.

HOWEVER, if your event is reasonably expected to meet the following criteria:

- Have a substantial impact on such park or other public place; and
- Require the provision of substantial public services (e.g., Seattle Police Department)

You may need to contact the City Special Events Office at 206-733-9245.

### Noise and Sound Control

Except as authorized by the DSA for specific events and times, it is unlawful to use any public address system, loudspeaker, or other sound amplifying device in any park. In addition, SMC 25.08.52A makes it unlawful for any person to cause or allow sound from an officially sanctioned outdoor musical event originating in a park to exceed an "Le q" of 95 db(A) for one minute as measured 50 feet from the source. An "Le q" is defined as "The constant sound level that, in any given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound."

The DSA has the discretion to allow or disallow amplified sound during a special event. Alternatively, they may require a park user to comply with a lesser sound level than outlined by the City sound ordinance. Please inquire at the time of booking.

An authorized Parks official, DPD official, or a police officer may stop any outdoor musical event as a public nuisance if the decibel level exceeds 105 dB (A) for a total of five minutes in any thirty minute period as measured 50 feet from the source. A copy of the Noise Control Ordinance will be supplied upon request.

### Anti-discrimination

As a matter of policy, law, and commitment, DSA does not discriminate on the basis of race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or presence of any sensory, mental or physical handicap. (SMC 18.12.280).

### ADA Compliance

Where possible and within the limitations of each park site, the DSA will make accommodations for persons with disabilities upon request. For assistance call 206-684-4080 or TDD only 206-684-4950. For information or complaints concerning the Americans with Disabilities Act, please call SPR's ADA Coordinator at 206-684-4950.





**URBAN PARKS**  
ACTIVATION PARTNERSHIP



# Application for Use Permit

Downtown Seattle Association  
1809 Seventh Ave, Suite 900  
Seattle, WA 98101

Office Use Only

Rental #
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Permit.Parks@downtownseattle.org

**To be accepted** your application with the required site plan must be completed and signed. Fill out in Adobe Reader, type or print information clearly and attach maps, layouts and additional information. Please use US mail or email to submit your application.

1. APPLICANT INFORMATION			
<b>Sponsoring/Producing ORGANIZATION NAME:</b>			
<b>Mailing Address, City, State, Zip</b>	Street Address		
	City, State Zip		
<b>Applicant Contact:</b>	<b>Name:</b>	<b>Secondary Contact:</b>	<b>Name:</b>
	<b>Title:</b>		<b>Title:</b>
<b>Phone:</b>	<b>Cell:</b>	<b>Phone:</b>	<b>Cell:</b>
<b>Email:</b>		<b>Email:</b>	
<b>Organization/Event Website:</b> http://www.			

2. EVENT INFORMATION						
<b>EVENT NAME:</b>						
<b>PARK(S) REQUESTED:</b>		Westlake Park		Occidental Square Park		
<b>Event Dates:</b> Indicate Dates/Times OPEN to attendees			<b>Hours:</b> Open until Closing Each Day		<b>Expected Daily Attendance:</b> participants, volunteers, staff spectators	
Day 1	Day:	Date:	Start Time:	End Time:		
Day 2	Day:	Date:	Start Time:	End Time:		
Day 3	Day:	Date:	Start Time:	End Time:		
Day 4	Day:	Date:	Start Time:	End Time:		
Day 5	Day:	Date:	Start Time:	End Time:		
<b>Event Setup Starts:</b>			<b>Event Take Down Complete:</b>			<b>Total Attendance:</b> (Add all rows & columns)
Start Day/Date:	Start Time:	End Day/Date:	End Time:			

3. EVENT DETAILS			
Has this event been produced before? Yes      No		Is this an annual event? Yes      No	
		Previous Name(s) of event:	How many years?
Are there any changes from previous years? Yes      No		Describe Changes:	
<b>Event Type:</b>	Community Festival/Fair		Sporting Event
	Run/Walk Event		Protest/Rally
	Timed Event	Yes      No	Theatrical Performance
	Start Time for Run/Walk:		Other:
Is this event public? Yes      No		Please check all methods by which the event is advertised: TV      Radio      Online      Billboards      Posters      Advance Ticket Sales Other:	
<b>Event Purpose:</b>			

4. SITE PLAN	
<b>REQUIRED:</b>	<p><b>Applications will not be accepted without a site plan.</b>  <b>You must attach a clear and legible site plan or map with the following indicated:</b></p> <ol style="list-style-type: none"> <li>NORTH, indicated by a directional arrow symbol</li> <li>Name of the park and that of surrounding streets.</li> <li>The overall Event Area (include parking if appropriate) inside the park.</li> <li>The location of all physical equipment being placed, included but not limited to, any stage(s), vendors, booths, sponsors, tents, signs barricades, portable toilets, vehicles, numbered shelters.</li> <li>Any other details you think are helpful.</li> <li>Electrical plan for vendors and stages.</li> </ol>
	<p><b>Equipment / Set up:</b>      Please check all boxes that apply (Show all equipment on your attached map)</p> <p>Promotional Signage/Banners # _____      Generators      Staging/Scaffolding      Booths</p> <p>Inflatables / Bouncy Toys      Portable Restrooms # _____      Tents / Canopies # _____</p> <p>Please list the outside companies/vendors that you are using for any of the checked boxes above:</p>
<b>Event Set up:</b>	Describe the logistics and set up of your event. Attach additional documents if necessary:

5. VENDORS	
Does your event have vendors selling or distributing food, beverages, merchandise or services?      Yes      No      Alcohol?	
How many?	
10% of all sales (food, beverages, admissions, souvenirs, goods and services) on DPR property must be remitted to Downtown Seattle Association within 10 days following the event.	
<b>Items to be sold:</b>	Food      Beverages      Merchandise      Services      Other:

<b>6. FEES &amp; PROCEEDS</b>	Admission/Participation Fee?		Amount? \$
	Yes	No	

<b>7. AMPLIFIED SOUND/MUSIC</b>	Does your event have any amplified sound?	What Times are you requesting amplified sound? Start: _____ End: _____	Is electricity requested?
	Yes      No		Yes      No

<b>8. RECYCLE AND TRASH</b>	Washington State law requires vendors and organizers for festivals, sports facilities, special events, and official gatherings to provide recycling containers at events where beverages in cans and/or bottles are sold. See RCW 70.93.093 for complete language.
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Will beverages in cans or bottles be sold or distributed at your event? Yes      No	Are you providing recycling and/or trash containers at your event? Yes      No	How many containers will you have at your event?
Will you be managing your own waste and recycle?      Yes      No		
Will you be hiring an outside vendor?      Yes      No		
List outside vendor/company name:		

<b>9. INSURANCE</b>	Evidence of insurance must be provided to the Event Scheduling Office no later than thirty (30) days prior to the commencement of the event. <b>Park Use Permits will not be issued until all insurance requirements have been received, verified and approved.</b>
Downtown Seattle Association must be listed as additional insured. The Certificate of Additional Insured must be accompanied by the policy change endorsement forms CG20 12 or CG 20 26 or equivalent or it will not be accepted. Please email your proof of insurance Permit.Parks@downtownseattleassociation.org PLEASE SEE ATTACHMENT FOR INSURANCE REQUIREMENTS	

<b>10. SIGNATURE</b>	I certify that the information that I have provided on this application is true and accurate to the best of my knowledge. If the event plans change, I will submit a revised application or additional information accordingly. All information contained in this application is subject to public disclosure.
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<b>Applicant Signature</b>	<b>Date</b>	<b>Applicant Printed Name</b>

By checking this box as an electronic signature, I agree to all the terms and conditions that may apply to the park use permitting process and agree that all information contained in this application is true and correct to my knowledge. This document received by DSA is a public document and subject to public disclosure in accordance with the Washington State Public Disclosure Act.
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<b>11. PAYMENT</b>	Visa      MasterCard      Check Enclosed
	Name on Card: _____ Card Number: _____      Exp. Date: _____

**7 Application for Use**

# General Terms and Conditions for Special Events in Westlake Park and Occidental Square Park

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**Retain Permit:** The user must retain a copy of their permit on the premises throughout the scheduled event.

**Laws and Rules:** The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Parks and Recreation (DPR) applicable to activities in City parks, and any lawful order of a DSA or DPR representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.

**Condition of Premises:** By entering into possession, the User accepts the premises in their present condition. The User may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit, the User shall promptly return the premises in as good condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.

**Approval Required:** The following activities are NOT ALLOWED without advance written approval from DPR and/or DSA: the sale of food, beverages, goods or merchandise; charging admission or fees for services; alteration, painting, or construction on any Seattle Parks structure (if applicable).

**Responsibility:** The User assumes responsibility for all activities it conducts during the event, including but not limited to, supervision and control to prevent injury or damage; maintenance of the premises during the use; picking up bottles, debris and refuse; and providing security to maintain order. Parks disclaims any liability from, and the User agrees not to hold Parks liable for, all harm that may arise from the event authorized by this permit.

**Departmental Access:** DPR authorized representatives shall have free access to the premises at any and all times. DPR may make repairs or alterations to the premises during the use period as long as the same does not unreasonably interfere with the use of the premises for the planned event. As determined by the Superintendent. DPR staff may interfere with the User's use of the premises for repair and alteration work resulting from an emergency.

**Cancellation, Relocation by Department:** DPR may, without liability, upon giving as much advance notice to the User as practical, cancel or terminate a Permit or relocate a scheduled use to a nearby available location if the premises are closed for repairs, necessary utilities or services cannot be supplied or a supervening order of a governmental officer or agency makes it necessary.

**Revocation:** DPR or DSA may revoke a permit and/or stop a use in progress if the User fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 (noise ordinance), the rules and regulations of the Superintendent, the terms and conditions of their permit or an approval required under Section 4; the User fails to secure a necessary permit; and/or after a warning, the User disregards a lawful order of an authorized representative of DPR or engages in activity that may cause injury to the public or damage to the premises.

**No Assignment:** The permit and the permission granted may not be assigned, nor the premises sub-let, without the prior written consent of DPR.

**Indemnity:** The User shall indemnify and hold DSA and the City harmless from any and all claims, actions, losses and damages to person or property (including but not limited to attorneys fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the User on or about the premises.

In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against DSA and the City, the User, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to DSA and the City; and if, in such lawsuit, a final judgment is rendered against DSA and the City, or against DSA and the City and the User, jointly, the User shall promptly satisfy such judgment.

The User's liability under the indemnification agreement shall not be reduced by any DSA and City negligence; provided, that nothing shall require the User to indemnify DSA and the City against the sole negligence of any DSA and City officer, employee or agent acting within the scope of such person's employment.