

**SPECIAL EVENT USE AGREEMENT  
PACIFIC COUNTY, WASHINGTON**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 13,  
by and between the Pacific County, hereinafter referred to as the "COUNTY", and  
Pacific County 4-H hereinafter referred to as "**PERMITTEE**".

**The COUNTY**, in consideration of the sum of \$ \_\_\_\_\_\* and the other considerations  
hereinafter set forth, leases to the PERMITTEE the following space, to-wit: \*see TERMS on page 2

County Facility: County fairgrounds; horse stalls and arena, rv spots

Event Date(s): July 13-14, 2013

**THE COUNTY AGREES TO:**

1. Permit the PERMITTEE to occupy the above-referenced facility for the period of time listed above as long as the rules and conditions of this Agreement and attached Special Event Application are abided by.
2. Provide access to the premises during the days of use.
3. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of the PERMITTEE arising from fire, theft, water or storm, or any liability for accidents to persons or property caused under or by virtue of the operations of PERMITTEE under this agreement.

**THE PERMITTEE AGREES TO:**

1. Pay the total use fee upon approval of the Agreement.
2. Not sublet any privilege or space without the written consent of the COUNTY.
3. Remove all temporary structures and materials from this facility by the midnight on the last day of agreement, unless an extension is granted.
4. Conduct and operate the event as indicated on the attached Special Event Application (**Attachment A**).
5. Maintain the premise in a clean, orderly fashion, and return the premises to the condition prior to occupancy. If premise is not returned in a satisfactory condition, the cost of cleanup and repair will be billed to the PERMITTEE.
6. **INSURANCE:** PERMITTEE shall provide evidence of insurance for general, auto/fleet, and workers compensation. PERMITTEE shall provide in advance of facility use a certificate of insurance from a reputable company authorized to do business in the State of Washington that lists the COUNTY as additionally insured and must note the PERMITTEE's insurance as primary to the COUNTY's insurance. Insurance limits shall be a minimum of \$500,000 per incident with a \$1,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits.
7. **ALCOHOL:** PERMITTEE has indicated on the attached Special Event Application (**Attachment A**) that alcohol will/will not be served. If applicable, agrees to and has signed the Alcohol Use Policy attached to this Agreement (**Attachment B**). The PERMITTEE also must have liquor liability insurance in the amount of \$1,000,000 per incident with a \$2,000,000 annual aggregate with a deductible no greater than ten percent (10%) of the coverage limits. The PERMITTEE must take all reasonable measures to insure minors are not consuming alcoholic beverages and that no other problems occur as a result of alcoholic beverages being served.
8. PERMITTEE agrees to not serve the public alcohol and must take reasonable care to not serve alcohol to individuals exhibiting signs of inebriation.

9. **INDEMNIFICATION/HOLD HARMLESS:** The PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the PERMITTEE, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the PERMITTEE, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

IN WITNESS WHEREOF, the above parties have hereunto, on duplicate copies of a like tenor and effect, set their hands the day and year first above stated.

PERMITTEE

Valerie Rowe

Signature

PACIFIC COUNTY

Board of County Commissioners

4H Horse Superintendent

Title

Date

April 3rd, 2013

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

Date

\_\_\_\_\_  
David Burke, Prosecuting Attorney

**TERMS:**

It is further agreed that all proceeds from the rental of the rv spaces will be awarded to Pacific County Fair. If the rental of the rv spaces does not equal a minimum of \$200, the Pacific County 4-H agrees to pay the difference.

The Pacific County 4-H will retain all proceeds from the rental of the horse stalls.

\_\_\_\_\_  
Val Rowe

Date

## Special Event Application

Thank you for your interest in holding a special event in Pacific County.

Please complete and return the Special Event Application to the Board of Pacific County Commissioners Office at least **120 days** prior to the first day of the scheduled event.

Please include **four (4)** copies of your plan containing a narrative and a diagram of the event grounds showing all health, sanitary, safety and police/security requirements.

Any misrepresentation in this application or deviation from the final agreed upon route and/or method of operation described herein, may result in the immediate revocation of the permit.

### PLEASE TYPE OR PRINT CLEARLY IN INK.

1. Name of event: Open Trail Challenge fundraiser - for Equine 4H.
2. Description of event: Trail Challenge.  
10 obstacles maneuvered horse & rider. (safley)
3. Location of event: Pacific Co. fair grounds - Pat Bays Arena
4. Dates of event: July 13, 2013 Hours of operation: 7am - 7pm
5. Has the event been held previously? yes Dates: June 30<sup>th</sup>, July 1<sup>st</sup>, 2012
6. Estimated attendance: 25 last year, hopeful for 100 this year.
7. Name and address of Event Representative: Val Rowe - 55 Giles Lane South Bend, wa 98586.
- Cell Phone Number: 360-942-7422 Office Number: 360-942-7422
8. Emergency contact name and phone number: Torie Gwin - 875-9331

**WRITTEN PERMISSION TO ENTER EVENT SITE PRIOR TO EVENT FOR INSPECTION**

I hereby permit law enforcement and/or Pacific County officials to enter the site before, during and after the Special Event for which the Special Event Use Agreement has been granted, for the purpose of inspection and enforcement of County Code and other applicable law, and pursuant to my agreement and representations made in connection with this Application.

**SWORN STATEMENT OF COMPLIANCE**

I hereby acknowledge that I have familiarized myself with Pacific County Special Event requirements, and have provided a Certificate of Insurance for this event, specifically naming Pacific County as insured. I agree that either my designated agent or I shall be on site at all times and shall be responsible for the operation of the event and for compliance with all legal requirements in connection with this event. I understand that failure to comply with the rules, regulations and conditions set forth by Pacific County may be deemed a gross misdemeanor and that drug or narcotics violations are crimes under RCW.

Valerio Rowe      April 3rd, 2013  
Signature of Applicant/Representative      Date

Authorized/designated agent(s) who will be in charge at the event (please print):

Name: \_\_\_\_\_ Contact #: \_\_\_\_\_

*One of our adult CHH horse leaders will be spending the night. We don't know which leader yet. When I find out I will let you know, prior to event.*

RESOLUTION 2010- 035  
ATTACHMENT A

Please check Yes, No or n/a for the following questions	Yes	No	n/a	<b>NOTE:</b> All required documentation must be attached
Will there be alcohol served at the event?		NO		If yes, attach required permit from the WA State Liquor Control Board & sign Alcohol Use Policy
Will County staffing be requested at the event? <i>May be required by the County.</i>		NO		If yes, attach a list of those services and outline specific duties.
Will you have security on site?	✓			If yes, who will be providing the security? <i>Adult Horse 4H leaders</i>
Will you have Emergency Medical Services (EMS) on site during the event?		✓		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts?	✓			If yes, the County has a noise ordinance in effect (see County Code for details)
Will the event obstruct, interfere or require the closure and free use of any public road, street or Right-of-Way?		✓		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		✓		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		✓		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		✓		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		✓		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?	✓			If yes, please attach a copy. <i>as soon as its done.</i>
Will there be food served?	✓			If yes, attach copy of food service permit.
Will additional bathroom facilities be used?		✓		If yes, please provide specific information related to the # of sani-cans provided. Please include the location on the event diagram.
Do you have a plan for garbage and recycling? <i>Steve Stigan</i>	✓			If yes, attach your plan, and indicate if you will need assistance from County Solid Waste.
Will a temporary structure be erected for this event?		✓		If yes, attach a drawing including the dimensions. The structure may require inspection prior to the event.
Have you obtained a Certificate of Insurance specifically naming Pacific County?	✓			<b>A copy of the Certificate of Insurance must be attached or the application will not be considered.</b> <i>-See attached</i>



# CERTIFICATE OF LIABILITY INSURANCE

Issue Date 1/19/2011

**ISSUED BY:**  
 State of Washington  
 Office of Financial Management  
 Risk Management Division  
 PO Box 43113  
 Olympia WA 98504-1027

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE STATE OF WASHINGTON SELF INSURANCE LIABILITY PROGRAM.

**COVERAGE AFFORDED BY**  
**State of Washington Self Insurance Liability Program**

**INSURED:**  
 State of Washington  
 Washington State University  
 ATTN: Rick Fadness  
 442 French Admin Bldg  
 Pullman WA 99164-1045

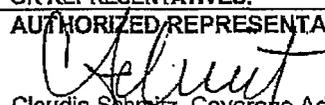
THE STATE OF WASHINGTON, INCLUDING ALL ITS AGENCIES AND DEPARTMENTS, IS SELF-INSURED FOR TORT LIABILITY CLAIMS. ALL CLAIMS MUST BE FILED WITH THE STATE OFFICE OF RISK MANAGEMENT FOR PROCESSING IN ACCORD WITH STATUTORY REQUIREMENTS.

## COVERAGES

THIS IS TO CERTIFY COVERAGE DESCRIBED BELOW IS PROVIDED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE SELF-INSURANCE LIABILITY PROGRAM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH PROGRAM.

TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE COVERAGE	Self-Insured	Continuous	Continuous	BODILY INJURY, PROPERTY DAMAGE & PERSONAL INJURY COMBINED EACH OCCURRENCE \$5,000,000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED EACH ACCIDENT \$5,000,000
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				STATUTORY
<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:** Coverage applies as respects tort liability claims against the State of Washington as covered by the Tort Claims Act (RCW 4.92 et seq.) The Certificate Holder is named as additional insured, but only as respects the negligence of the State of Washington.

<b>CERTIFICATE HOLDER:</b>	<b>CANCELLATION</b>
EVIDENCE OF INSURANCE	SHOULD THE SELF INSURANCE LIABILITY PROGRAM BE CANCELLED, THE STATE OF WASHINGTON WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY UPON THE STATE OF WASHINGTON, ITS OFFICIALS, EMPLOYEES, AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:  Claudia Schmitz, Coverage Administrator
<b>CERTIFICATE NUMBER CRT 11-757</b>	