

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

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Pacific County, hereinafter referred to as the "COUNTY", and _____ 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:

County Facility: _____

Event Date(s): _____

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

PACIFIC COUNTY
Board of County Commissioners

Signature

Title Date

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board Date

David Burke, Prosecuting Attorney

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: BAY CENTER DAYS
2. Description of event: LOCAL (BAY CENTER AREA
CRAFT FAIR, KIDS DAY & INTRO
TO NEW BAY CENTER FIRE TRUCK
3. Location of event: BUSH PIONEER PARK
4. Dates of event: SEPT 14TH Hours of operation: 11am - 4pm
5. Has the event been held previously? NO Dates: —
6. Estimated attendance: 30-50
7. Name and address of Event Representative: ED WHITFORD
243 BAY CENTER ROAD S.B. 98586
- Cell Phone Number: 503-287-4293 Office Number: 360-875-5065
8. Emergency contact name and phone number: KATHY MARTINDALE
253-370-9867 (cell)

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.

Edward R. Whitford 8/19, 2013
Signature of Applicant/Representative Date

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

Name: ED WHITFORD Contact #: 360-875-5065

Name: KATHY MARTINDALE Contact #: 253-370-9867

Name: RAETA EDWARDS Contact #: 360-875-0150

Name: _____ Contact #: _____

PACIFIC COUNTY
ALCOHOL POLICY FOR FACILITY RENTALS

No alcohol is allowed in any building or on grounds owned, rented or leased by Pacific County, without the expressed consent of Pacific County. For those functions where express approval has been granted, the following rules must be followed:

- Any event where alcohol is available, the PERMITTEE must provide, at its expense, a licensed server and any legally required local or state special event license. A copy of the license must be provided at least two weeks prior to the event.
- **Alcohol is allowed on County owned grounds only during licensed events or private, invitation only events.** Private, invitation only, events may serve alcohol in strictly controlled areas. Guests are not allowed to take drinks into the restrooms or outside the parameters of the licensed site. All beverages must be served in cans or disposable cups only. Absolutely no glass bottles will be allowed.
- The PERMITTEE will also, at its expense, provide adequate licensed certified security to manage the event. A copy of the license and security certification must also be provided prior to the event. As an "alternative" to a licensed certified security company the PERMITTEE may propose to have police officers on site (off-duty okay). The name and contact information for security personnel must be submitted and approved by the County prior to the event. Under no circumstances will security personnel be allowed to consume alcoholic beverages while on duty.
- Keys for the event will not be issued until this information is received and confirmed.

The RENTEE is solely and wholly responsible to ensure that all rules and regulations are followed.

Yes, we will have alcohol at the contracted event and will abide by the Pacific County Alcohol Policy for Facility Rentals

PERMITTEE

Organization

Printed Name

Signature

Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Jon C. Kaino, Chairman

ATTEST:

Clerk of the Board

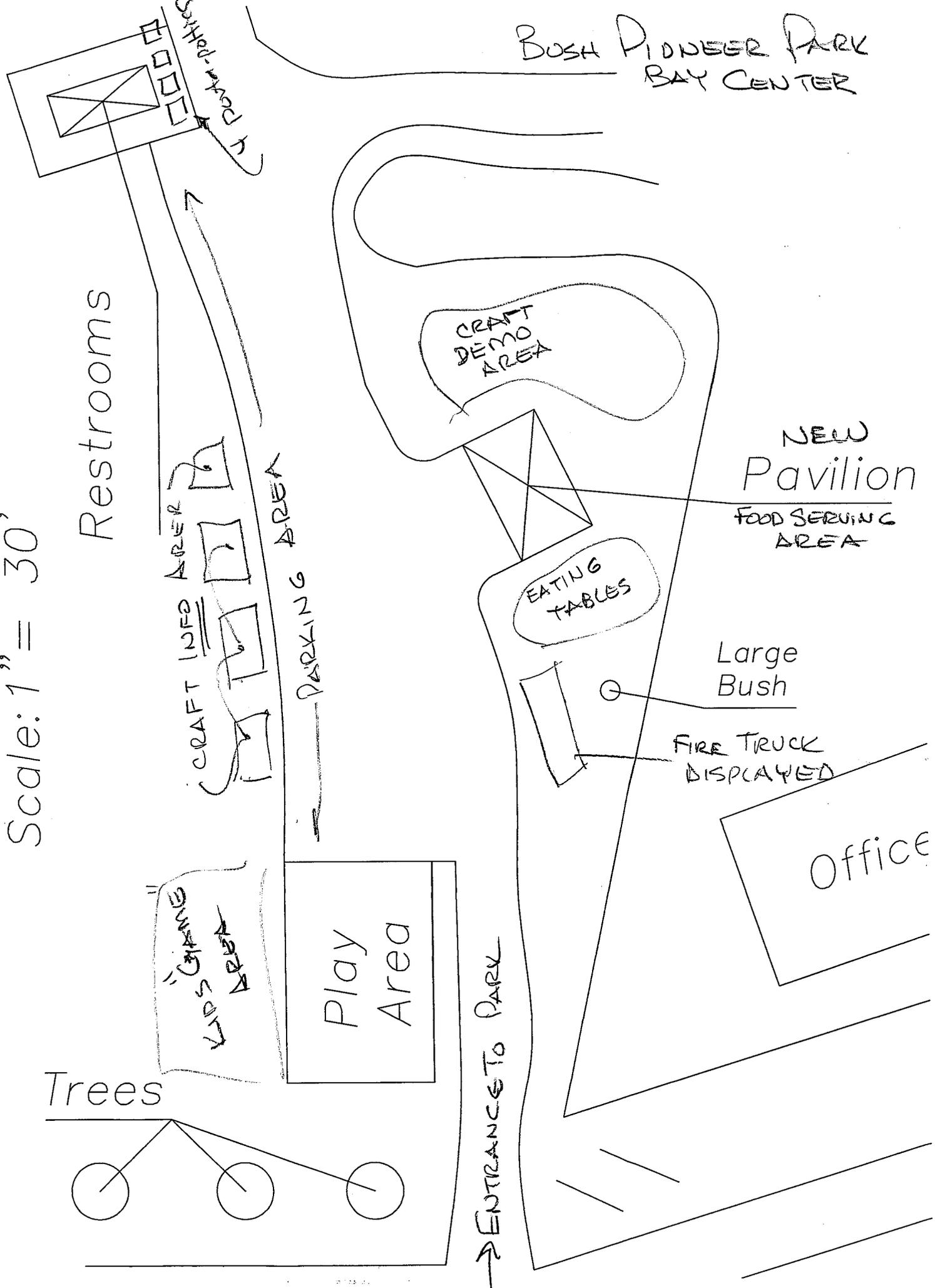
Date

*NO ALCOHOL
TO BE SERVED OR
PERMITTED @
FAIR*

Please check Yes, No or n/a for the following questions	Yes	No	n/a	NOTE: All required documentation must be attached
Will there be alcohol served at the event?		X		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>		X		If yes, attach a list of those services and outline specific duties.
Will you have security on site?		X		If yes, who will be providing the security?
Will you have Emergency Medical Services (EMS) on site during the event?		X		If yes, attach written verification.
Will there be music, sound amplification or any other noise impacts? <i>Background CDs</i>	X			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?		X		If yes, attach adequate traffic and detour plans.
Will you have traffic control?		X		If yes, indicate how the traffic control will be addressed.
Will off-site parking be needed?		X		If yes, attach parking plan.
Will there be shuttle buses provided for attendees?		X		If yes, attach a map of their route.
Will there be tickets sold to attend the event?		X		If yes, please note the cost of the event.
Do you have an informational flyer advertising the event?	X			If yes, please attach a copy. <i>attached</i>
Will there be food served?	X			If yes, attach copy of food service permit.
Will additional bathroom facilities be used? <i>4 Porta Potties to be added to Park</i>	X			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?		X		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?		X		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? <i>Already on file w/ BCA name (Bay Center ASSOCIATION)</i>	X			A copy of the Certificate of Insurance must be attached or the application will not be considered.

BUSH PIONEER PARK BAY CENTER

Scale: 1" = 30'



Restrooms

CRAFT INFO AREA

PARKING AREA

Play Area

CRAFT DEMO AREA

EATING TABLES

NEW Pavilion
FOOD SERVING AREA

Large Bush

FIRE TRUCK DISPLAYED

Office

Trees

ENTRANCE TO PARK

SCHEDULED MEETING ROOM

CRAFT INFO AREA

1ST ANNUAL BAY CENTER DAYS!!

**SEPTEMBER 14TH @ BUSH-PIONEER PARK
11AM-4PM**

TOWN WIDE GARAGE SALE

SET UP AT YOUR HOME OR
BRING TABLE (S) TO THE PARK
CONTACT KATHY MARTINDALE
FOR PARK SET UP-253-370-9867

FOOD - SPAGHETTI, SALADS, DESSERTS
HOTDOGS

SUGGESTED DONATION -ADULTS \$8.00
KIDS 8 AND UNDER EAT FREE

FOOD SERVED 11AM-3:30PM

FREE FISHING POOL WITH PRIZES FOR KIDS

***** RAFFLES *****

QUILT BY GAIL BENSON
CUSTOM HUNTING KNIFE BY JIM MARTINDALE
WOVEN BASKET BY DOC
ADDITIONAL RAFFLE ITEMS GLADLY EXCEPTED
CONTACT ED WHITFORD WITH RAFFLE ITEMS-
360-875-5065

NEW FIRE TRUCK ON DISPLAY- CRAFT DEMO'S