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 Bay Center Association 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: Bush Pioneer Park

Event Date(s): August 1, 2015

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 reputatable company authorized to do business in the State of Washington. The PERMITTEE must name the COUNTY as additional insured. The PERMITTEE shall provide the COUNTY a copy of the additional insured endorsements prior to the facility use. The PERMITTEE agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and the PERMITTEE's liability shall so state. 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.

   The PERMITTEE has the ability to request a waiver of the insurance requirements. Each request for waiver will be considered by the COUNTY on a case by case basis.

   ☐ I hereby request a waiver of the insurance requirements due to the nature of my event.

   Request for waiver of the insurance requirements is hereby:
   ☐ Approved ☐ Denied

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:** In accepting this Agreement, the PERMITTEE, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save 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 his or her 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

_____
Signature

_____
Title Date

PACIFIC COUNTY
Board of County Commissioners

_____
Chair

ATTEST:

_____
Clerk of the Board Date

RESOLUTION 2010- 035
ATTACHMENT A

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 CRAFT FAIR

3. Location of event: BUSH PIONEER PARK, BAYCENTER WA

4. Dates of event: AUGUST 1ST Hours of operation: 11:00AM - 4:00 PM

5. Has the event been held previously? YES Dates: Sept 2013, Aug 2014

6. Estimated attendance: 75-100 TOTAL - 30-50 at any one time

7. Name and address of Event Representative: ED WHITFORD

243 Bay Center Rd, South Bend WA 98586; BCA PRESIDENT

Cell Phone Number: 503-287-4293 Office Number: 360-875-5065

8. Emergency contact name and phone number: KATHY MARTINDALE

253-370-9867 (cel) - lives in Bay Center

Pacific County is an Equal Opportunity Employer and Provider

	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? *May be required by the County.*		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?	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?	THIS YRS FLYER NOT MADE UP YET- WILL BE SIMILAR TO LAST YRS			If yes, please attach (see) a copy.
	Will there be food served?	X			If yes, attach copy of food service permit.
	Will additional bathroom facilities be used?		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?	X			**A copy of the Certificate of Insurance must be attached or the application will not be considered.**

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 Whitford 6.8.2015

Signature of Applicant/Representative **Date**

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

Name: Ed Whitford Contact #: 503-287-4293

Name: Kathy Martindale Contact #: 253-370-9867

Name: Rhota Edwards Contact #: 360-875-0150

Name: _____ Contact #: _____