



PORT OF KINGSTON

PO Box 559 • Kingston, WA 98346 • (360) 297-3545

www.portofkingston.org

Date of Application:

Recreational Facilities

Date of Event:

Special Use Permit Application

Applicant Information:			
Organization:		Primary Contact/Event Coordinator:	
Contact Phone: ()	Emergency Phone: ()	Contact Email:	
Address:	City:	State, Zip:	
Event Information:			
Date(s) of Event:		Start Time:	End Time:
Do you require additional time to set up and/or tear down?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Set Up Start Time:	Tear Down End Time:
Site and/or Facilities requested (check all that apply): <input type="checkbox"/> Mike Wallace Park Performing Arts Stage <input type="checkbox"/> Events Tent (30' x 60') <input type="checkbox"/> Other: _____		What equipment will you bring in for your event? <input type="checkbox"/> Chairs <input type="checkbox"/> Tables <input type="checkbox"/> Tents <input type="checkbox"/> Other: _____	
Type of Event/Activity planned (check one): <input type="checkbox"/> Music/Concert <input type="checkbox"/> Market/Arts & Crafts/Vendor Event/Misc. Entertainment <input type="checkbox"/> Other: _____		Please describe your event here:	
Estimated Total in Attendance:	Is this an age restricted event? <input type="checkbox"/> No (All Ages) <input type="checkbox"/> Yes (21 and Over)	Will alcohol be sold? (Permit Required) <input type="checkbox"/> No <input type="checkbox"/> Yes	
Will the event include concessions? <input type="checkbox"/> No <input type="checkbox"/> Yes		If concessions will be provided, please describe here:	
Will you require the use of Port Utilities? <input type="checkbox"/> No <input type="checkbox"/> Yes		If Port Utilities are required, please describe here:	
What Kitsap County and/or State Permits will you be providing? Please describe here:			

Recreational Facilities Special Use Fees: * Rates subject to applicable Sales Tax

Security Deposit	\$200.00
Performing Arts Stage	\$100.00 per Four (4) Hours*
Events Tent (30' x 60')	\$100.00 per Four (4) Hours*
Stage and Tent Together	\$150.00 per Four (4) Hours*
Administrative Cancellation Fee	\$20.00

Calculate Your Fees:

Use the following table to calculate the fees for your event. Please refer to the Recreational Facilities Special Use Policies included in this Special Use Permit Application Packet for Cancellation and Refund Policies.
Security Deposits must be submitted as a separate payment for accounting purposes.

Fee(s) payable with submission of Special Use Permit Application:

Security Deposit	\$200.00	x	1	\$	200.00
Deposit Total:					\$

Fee(s) payable on Port's approval of Special Use Permit Application (no less than 30 days prior to event):

Performing Arts Stage (per 4 Hours) *	\$100.00	x		\$	
Events Tent (per 4 Hours) *	\$100.00	x		\$	
Stage and Tent Together (per 4 Hours) *	\$150.00	x		\$	
Use Fees Subtotal:					\$
*WA State Sales Tax (9.0%)	<i>(Fees Subtotal)</i>	x	9.0%	\$	
Use Fees Total:					\$

Applicant Signature:

Name (Print):	Organization:
Signature:	Date:



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Recreational Facilities

Date of Event:

Special Use Permit Agreement

Applicant Information:			
Organization:		Primary Contact/Event Coordinator:	
Contact Phone: ()	Emergency Phone: ()	Contact Email:	
Address:		City:	State, Zip:

Applicant agrees to the following Terms and Conditions:

1. No vehicles are permitted on the grass. Users will be assessed charges for any damages to grounds and/or facilities.
2. No alcoholic beverages are permitted on the premises unless a valid State permit or license for the event has been received by the Port. Information about permits and licenses can be found by going to the Washington State Liquor and Cannabis Board website at <http://lcb.wa.gov>.
3. Applicants must provide their own tables, chairs, vendor tents/canopies, etc.
4. The use of nails, tacks, pins, staples, tape or like items that will penetrate, gouge or permanently mark any portion of the facility is not allowed. Removal or movement of any Port of Kingston decorations, items in the flower beds, or flower baskets is not permitted. Additional fees may be charged for any damages caused to Port facilities or property as a result of the scheduled event or its attendees.
5. All litter/garbage must be picked up and placed in plastic bags and disposed of in the provided containers in the enclosed E-dock dumpster. If necessary, users will be charged a cleaning fee.
6. Music volume must be adjusted as to not disturb the neighborhood. Failure to do so will result in the immediate termination of event activities with no entitlement to a refund fees.
7. The premises shall not be used for any other purpose other than the one described on the Special Use Permit Application unless the Port has granted authorization for the additional use.
8. No open flames, fireworks or incendiary devices shall be permitted on or around the Performing Arts Stage or within 30 feet of the Events Tent or the Port's yellow shed.
9. All applicant activities and events on Port properties shall not endanger any person or property.
10. Applicant agrees to indemnify and hold harmless the Port of Kingston and its officials, agents, and personnel against any and all claims for injury or damages, including all costs connected therewith, to persons or

property arising out of the activities conducted by the applicant and their guests on Port of Kingston property and has signed the Port of Kingston Hold Harmless Agreement accompanying this application.

11. Applicant acknowledges that the Port of Kingston reserves the right to terminate this agreement or to remove applicant and any of applicant's guests in the event the requirements of this agreement are violated, or in the event any dangerous, disruptive, or unlawful activity is permitted to occur on Port property as a result of the applicant's use of Port facilities.

Acknowledgement:	
I, _____ <i>(Name)</i> , on behalf of _____ <i>(Organization)</i> , acknowledge that I have read and understand the Terms, Policies, Permitting Requirements and Cancellation Policy outlined in this Recreational Facility Special Use Permit Application Packet, and that I agree to abide by the Terms and Policies contained herein.	
Applicant Signature:	Date:
Port Authorization:	
Received by (Employee Name):	Date:
Approved by (Supervisor Signature):	Date:

OFFICE USE ONLY	
<input type="checkbox"/> Permit Application Completed	<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Deposit(s) Received: \$ _____	<input type="checkbox"/> POK Additionally Insured
<input type="checkbox"/> Use Fees Paid: \$ _____	<input type="checkbox"/> Permit Agreement Signed
<input type="checkbox"/> Approvals Required:	<input type="checkbox"/> Added to Calendar <i>Employee Initials:</i> _____
<input type="checkbox"/> Business License(s)	<input type="checkbox"/> Deposit(s) Returned <i>Date:</i> _____
<input type="checkbox"/> Building Permit	<input type="checkbox"/> Deposit(s) Retained (<i>Indicate Reason</i>):
<input type="checkbox"/> Health District Permit	<input type="checkbox"/> Forfeiture due to Cancellation
<input type="checkbox"/> Liquor Sales	<input type="checkbox"/> Damage to Port Property and/or Facility
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Violation of Terms and/or Policies



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Hold Harmless Agreement

The undersigned, on behalf of them self and as the authorized representative of the identified company hereby agrees as follows:

1. The undersigned hereby waives and releases the Port of Kingston (the Port) from all claims and causes of action of every kind and nature that the undersigned may now have against the Port or that may hereafter arise in any way related to or arising from the undersigned’s commercial and/or private activities on or about the Port property. The undersigned additionally agrees to hold the Port harmless from any claims or causes of action that the undersigned, its officers, employees, agents, customers or other third parties may now have or hereafter assert for any personal injury, property damage or other loss suffered while on or about the Port property, or while utilizing services or products provided by the undersigned unless such injury or damage was caused solely by the negligence of the Port or its employees.

2. The undersigned agrees to protect, indemnify, defend and to hold and save harmless the Port of Kingston, its elected officials, agents and employees, their successors and assigns, heirs, executors and administrators from and against all liabilities, obligations, fines, claims, damages, penalties, causes of action, costs and expenses (including without limitation, attorney fees and expenses), and any and all claims by or on behalf of persons claiming any such items of actual or alleged injury or damage,
 - ◇ Arising out of acts or omissions of the person or commercial enterprise, its servants, agents, invites, guests and employees on or about the port property; or
 - ◇ Arising out of the use of the Port property or any part thereof, by the person or commercial enterprise, including but not limited to, floats, docks, piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets, or ways, hoists, forklifts, other equipment or items of personal property whatsoever; or
 - ◇ Due to or arising out of any failure on the part of the person or commercial enterprise to perform or comply with any rules, ordinances, or laws of any federal, state, or local government agency.

3. The undersigned person/commercial enterprise hereby agrees to indemnify the Port for the concurrent negligence of the Port and the undersigned person/commercial enterprise. This provision does not apply if such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents or employees.

Name _____ Phone _____

Company _____ Title _____

Address _____

Signature _____ Date _____



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Recreational Facilities Special Use Policies

Introduction

This document provides direction for and policies associated with obtaining a Special Use Permit required for the use of the Port of Kingston's parks or facilities. A Special Event or Use is any activity that attracts people to an individual location at the Port.

Anti-Discrimination

As a matter of policy, law and commitment, the Port of Kingston 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 disability.

Special Use Permits

A Special Use Permit reserves the specific site or facility for a Special Event or Use by a large number of people. Special Use Permits are issued by the Port in its discretion based upon an evaluation of the availability of Port Facilities, as well as the nature and duration of the proposed activity. Special Use Permit Applications will be considered on a first-come first-served basis. Special Use Permit Applications will be preempted by Uses already scheduled.

Application

A Recreational Facility Special Use Permit Application form must be completed in detail and submitted to the Port for consideration and approval. Answers to all the questions giving a full description of the planned activities, the Port facilities being requested, the dates when the facilities are needed, and the number of attendees expected are required. Additional pages may be added if needed. The application must be dated and signed. An unsigned application will be returned; an incomplete application may cause delays and/or be cause for rejection by the Port.

Applications for Special Use Permits should be submitted to the Port at least thirty (30) days before the requested date of the event. Applications will be accepted with short notice on the understanding that a Special Use Permit may be denied because the Port lacks enough time to route the request or make appropriate preparations to accommodate the proposed Special Event or Use.

Fees & Charges

All Special Use Permit Applications must be accompanied by a refundable two-hundred dollar (\$200.00) Security Deposit. This deposit will be returned if the application is denied, or will be used as the Special Event Security Deposit if the application is approved.

Security Deposits, special approvals and Kitsap County Permits may be needed in addition to the generally applicable Use Fees listed below. If an activity requires Port support of staff services such as security assistance for crowd control or traffic direction, any labor hours and/or direct costs incurred by the Port to accommodate the event will be charged to the Permit Applicant.

<input type="checkbox"/> Security Deposit	\$200
<input type="checkbox"/> Stage (4-hour increments + tax)	\$100
<input type="checkbox"/> Tent (4-hour increments + tax)	\$100
<input type="checkbox"/> Stage & Tent (4-hour increments + tax)	\$150
<input type="checkbox"/> Administrative Cancellation Fee	\$20

Security Deposit

The Port of Kingston requires a two-hundred dollar Security Deposit. A Security Deposit is a payment made to the Port and held in trust for performance or payment of certain charges, much as an escrow account or a damage deposit given by tenants to landlords. A Security Deposit is returned by the Port of Kingston if the terms and conditions of the Special Use Permit Agreement are fully performed. If the obligations required by the permit are not performed fully, expenses incurred or damages sustained may be charged against the Security Deposit.

Insurance

Prior to the commencement of any event, the user shall, at no expense to the Port, obtain and file with the Port not less than thirty (30) days prior to the event, evidence of a policy or policies of insurance. Said policies (1) shall be subject to approval by the Port as to company form and coverage, and shall be primary to all other insurance the Port may secure or have; and (2) must protect the Port from any claims and risks in connection with any activity performed by the Special Use Permit holder by virtue of this agreement, or any use and occupancy of the premises authorized by this agreement.

The following coverage and terms are the minimum requirements **for Commercial Events only**:

1. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form, (CG 00 02) or equivalent, including all the usual coverages known as:
 - Premises/Operations Liability
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual Liability
 - Owners and Contractors Protective Liability
 - Stop Gap or Employers Contingent Liability
 - Liquor Liability/Host Liquor Liability (if applicable)
 - Watercraft (owned and non-owned) (if applicable)

Any deductible or self-insured retention must be disclosed and is subject to approval by the Port.

2. A policy of Business Automobile Liability on an insurance industry standard form (CA 00 01) or equivalent, including coverage for owned, non-owned, leased or hired vehicles.

3. Above policy(ies) must provide the following minimum limit:

A. Bodily Injury and Property Damage

- \$1,000,000 per occurrence/accident
- \$2,000,000 annual aggregate

B. Liquor Liability & Pyrotechnic Only

- \$1,000,000 per occurrence/accident
- \$2,000,000 annual aggregate

Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policy(ies) and subsequent renewals must be maintained in full force and effect, at no expense to the Port, throughout the entire period of the Special Use Permit.

The following documents must be provided as evidence of insurance coverage:

- A Certificate of Insurance, showing the policy effective dates, limits of liability, names and dates of the event. Certificate holder – Port of Kingston, P.O. Box 559, Kingston, Washington 98346; or
- A copy of the endorsement naming the Port of Kingston as an Additional Insured, showing the policy number and signed by an authorized representative, on Form CG2026 (ISO) or equivalent.

In order to accommodate constitutional rights to assemble peaceably for political and religious purposes, the insurance requirement for gatherings purely for political or religious expression (such as rallies, demonstrations, and outdoor religious services) may be waived by the Executive Director for good cause in his/her sole discretion. Liability insurance will be required in connection with a political or religious event when the proposed activity presents a risk of injury.

ADA Compliance

The event organizer will be responsible for any special accommodations for persons with disabilities required on-site during the course of the event.

Approvals

The applicant and/or event organizer is responsible for obtaining all appropriate licenses and permits, and for paying all fees and taxes required for the activities and sales associated with their event.

Following is a partial list of agencies and considerations for reference:

1. A Business License may be required if the applicant engages in business activities subject to the County's Business and Occupation Tax.
2. The Kitsap County Building Code applies to construction on Port property. It may require a permit for activities at or in preparation for an event, (e.g. building a stage over 48" in height, constructing a booth for sales or displays, or erecting a large tent). Where a Building Permit may be required, no Special Use Permit will be issued unless the Building Permit has been secured, or the County has

determined that none will be needed. It is a Special Use Permit Applicant's duty to secure all necessary permits.

3. The Kitsap County Health District requires permits for food establishments and food handlers, including those on Port property. These permits may be secured from the Kitsap County Health District. If these permits are not obtained, a health officer may stop the sale or distribution of food.
4. Outdoor musical events on Port of Kingston property must be in compliance with the area's noise control ordinances, and are not to exceed eighty-three (83dB) decibels. All music and/or broadcasted noise must cease by 10:00 p.m. Noise control ordinances must be obeyed, and complaints from neighbors or other affected users of the area will be investigated. An authorized Port of Kingston official, or other appropriate official, may stop musical events if noise limitations are exceeded or if the noise level is otherwise deemed a nuisance.
5. No alcohol may be consumed, sold or handled unless the Port of Kingston preauthorizes such activity. Liquor sales and consumption require a valid state license. All applicants are responsible for insuring that proper crowd control and safety is maintained. Information about permits and licenses for the consumption or sale of alcohol can be obtained on the Washington State Liquor and Cannabis Board website at <https://lcb.wa.gov>.

Compliance & Termination

The use of Port property or facilities requires compliance with all applicable Port rules and regulations, policies, and terms and conditions of the applicable Use Agreement. The Port may terminate any use immediately if there is any noncompliance with applicable regulations, policies or conditions. It is the responsibility of the Special Use Permit holder, and/or their Organization/Event Coordinator to maintain proper conduct on the part of any event attendees or guests.

Cancellations

The Special Use Permit Applicant/Permit Holder may cancel a scheduled event at any time prior to within thirty (30) days of the scheduled event. Cancellations received more than thirty (30) days prior to the scheduled event will be charged a twenty dollar (\$20.00) Cancellation Administrative Fee, and will receive a full return of the two-hundred dollar (\$200.00) Security Deposit and any Use Fees remitted to the Port.

Cancellations received within thirty (30) days of the scheduled event will not be entitled to a return of the two-hundred dollar (\$200.00) Security Deposit. Any Use Fees remitted to the Port will be returned to the permit applicant in full.

Appeals

If a Special Use Permit Applicant is dissatisfied with the decision by the Executive Director or his/her designee on a Recreational Facilities Special Use Permit Application, the applicant may appeal to the Port Commissioners in writing within fourteen (14) days of notice of that decision. Appeals may be sent to: Port of Kingston, P.O. Box 559 Kingston, Washington 98346

Any appeal(s) should contain the following information:

1. A precise identification of the applicant; and
2. A statement of the action or omission causing concern; and
3. The action requested by the applicant and the reasons supporting it (e.g., why the action is unfair or a hardship); and
4. Whether a hearing is requested, and if so, an address, contact phone number or where applicant may be contacted; and
5. An indication when a decision needs to be made.

The appeal will be considered within reasonable time, and within forty-eight (48) hours if the appeal raises issues of constitutional rights and requires immediate attention. If practical, the matter may be resolved by telephonic, e-mail or scheduled meeting. The Commission's decision on any appeal will be final.

Summary

To secure a Special Use Permit, the applicant must submit a completed and signed Special Use Permit Application, Special Use Permit Agreement, and must remit the \$200.00 Security Deposit plus any applicable Use Fee(s). The application, deposit and fees must be received by the Port no less than thirty (30) days in advance of event to allow sufficient time for processing.

Application approval will require the items listed above, as well as documentation of public liability insurance in an approved form, and any special approvals or permits, including applicable food handler's permits, liquor licenses and the like.