



PORT OF KINGSTON

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Effective Date:

Title:

January 1, 2019

Event Facilities Policy, Application & Agreement

Date Approved:

Approved By:

Feb. 13, 2019

Executive Director Englin

Policy: Certain parks and facilities on the Port of Kingston property are available for rent to individuals and organizations for special events. Specifically, the Port rents out its Stage, Gazebo, and Event Tent, and may expand the rental area for larger events. This policy shall regulate the permitting process, and rules associated with reserving and holding an event on the Port of Kingston property. An event is any activity that attracts people to an individual location at the Port.

Purpose: To establish direction for and policies associated with reserving Port facilities and holding events at the Port of Kingston's parks or facilities.

Scope: This policy applies to the general public, businesses and other organizations.

1.0 Anti-Discrimination

1.1 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.

2.0 Event Permits

2.1 An event permit reserves the specific site or facility for an event for a significant number of people. Event permits are issued by the Port in its discretion based upon an evaluation of the availability of Port facilities, and the nature and duration of the proposed activity. Event permit applications will be considered on a first-come first-serve basis and will be preempted by events already scheduled.

3.0 Application

3.1 An Event permit application and agreement packet must be completed in detail and submitted to the Port for consideration and approval. The packet must be completed in full, providing a description of the planned activities, the Port facilities being requested, the dates when the facilities are needed, and the number of attendees expected. Additional pages may be added if necessary. 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.



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3.2 Applications 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 an event permit may be denied because the Port lacks enough time to route the request or make appropriate preparations to accommodate the proposed event.

3.3 For some events additional information may be requested before approval, such as (but not limited to) a scope of the event, detailed schedule, and planned layout of the event if it will be spread out over multiple Port properties.

4.0 Fees & Charges

4.1 Security deposits, special approvals and Kitsap County permits may be needed in addition to the generally applicable 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 Licensee and must be negotiated in advance.

For large events, with planned attendance over three hundred people, the Licensee may be required to bring in additional restroom facilities in the form of port-o-potties. These requirements must be negotiated in advance.

<input type="checkbox"/> Security Deposit	\$200
<input type="checkbox"/> Stage (4-hour increments + tax)	\$50
<input type="checkbox"/> Gazebo (4-hour increments + tax)	\$50
<input type="checkbox"/> Tent (4-hour increments + tax)	\$50
<input type="checkbox"/> Stage & Tent (4-hour increments + tax)	\$75
<input type="checkbox"/> Labor – Regular Time (per hour, per staff)	\$75
<input type="checkbox"/> Labor – Evening & Weekends (per hour, per staff)	\$110
<input type="checkbox"/> Administrative Cancellation Fee	\$20

5.0 Security Deposit

5.1 All event 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 event security deposit if the application is approved.

5.2 A security deposit is a payment made to the Port and held in trust for performance or payment of certain charges, such as an escrow account or a damage deposit given by tenants to landlords. A security deposit is returned by the Port if the terms and conditions of the event permit agreement are fully performed. If the obligations required by the permit are not performed fully, expenses are incurred or damages sustained, it may be charged against the security deposit.

6.0 Insurance

6.1 Prior to the commencement of any event, the Licensee 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



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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 Licensee by virtue of this agreement, or any use and occupancy of the premises authorized by this agreement.

6.2 Commercial Event Requirements: The following coverage and terms are the minimum requirements for Commercial Events only.

a. 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.

b. 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.

c. Above policies must provide the following minimum limit:

- 1.** Bodily Injury and Property Damage
 - \$1,000,000 per occurrence/accident
 - \$2,000,000 annual aggregate
- 2.** Liquor Liability & Pyrotechnic Only
 - \$1,000,000 per occurrence/accident
 - \$2,000,000 annual aggregate

6.3 Coverage and/or limits may be altered or increased as necessary, to reflect type of or exposure to risk. Said insurance policies and subsequent renewals must be maintained in full force and effect, at no expense to the Port, throughout the entire period of the event.

6.4 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



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- 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.

6.5 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 at 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.

7.0 ADA Compliance

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

8.0 Approvals

8.1 The Licensee 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.

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

- a. A Business License may be required if the applicant engages in business activities subject to the County's Business and Occupation Tax.
- b. 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 event permit will be issued unless the building permit has been secured, or the County has determined that none will be needed. It is the Licensee's duty to secure all necessary permits.
- c. 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.
- d. 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.
- e. No alcohol may be consumed, sold or handled unless the Port of Kingston **preauthorizes** such activity and it is served and consumed in a designated area. Liquor sales and consumption require a valid state license. The Licensee is responsible for insuring that proper crowd control and safety is maintained. Information about permits and licenses for the



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consumption or sale of alcohol can be obtained on the Washington State Liquor and Cannabis Board website at <https://lcb.wa.gov>.

9.0 Compliance & Termination

9.1 The use of Port property or facilities requires compliance with all applicable Port rules and regulations, policies, and terms and conditions of the event permit agreement. The Port may terminate any use immediately if there is noncompliance with applicable regulations, policies or conditions. It is the responsibility of the Licensee to maintain proper conduct on the part of any event attendees or guests.

10.0 Cancellations

10.1 The Licensee may cancel a scheduled event at any time prior to 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 fees remitted to the Port.

10.2 Cancellations received thirty (30) or less days of the scheduled event **will not** be entitled to a return of the two-hundred-dollar (\$200.00) security deposit. Any other fees remitted to the Port will be returned to the Licensee in full.

11.0 Summary

11.1 To secure an event permit, the applicant must submit a completed and signed event permit application and agreement packet and must remit the \$200.00 security deposit plus any applicable 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 enough time for processing.

11.2 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. Once all items are received, the Port will make a decision regarding the event request.



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What Kitsap County and/or State Permits will you be providing? Please describe here:

Event Facilities Fees: * Rates subject to applicable Sales Tax

Security Deposit	\$200.00
Stage or Gazebo	\$50.00 per Four (4) Hours*
Event Tent (30' x 60')	\$50.00 per Four (4) Hours*
Stage and Tent Together	\$75.00 per Four (4) Hours*
Port of Kingston Regular Labor Rate	\$75.00 per hour per Port employee
Port of Kingston Evening & Weekend Labor Rate	\$110.00 per hour per Port employee

Calculate Your Fees:

Use the following table to calculate the fees for your event. Please refer to the Event Facilities Policy included in this application packet for cancellation and refund information. **Security Deposits must be submitted as a separate payment for accounting purposes.**

Fee payable with submission of Event Permit Application:

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

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

Stage or Gazebo (per 4 Hours) *	\$50.00	x		\$	
Event Tent (per 4 Hours) *	\$50.00	x		\$	
Stage and Tent Together (per 4 Hours) *	\$75.00	x		\$	
*WA State Sales Tax (9.0%)	(Fees Subtotal)	x	9.0%	\$	
Fee(s) Total with Tax:					\$
Labor	(if applicable)	x		\$	
Fee(s) & Labor Total:					\$

Licensee Signature:

Name (Print):	Organization:
Signature:	Date:



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Event Facilities

Date of Event:

Event Permit Agreement

Licensee Information:			
Organization:		Licensee:	
Contact Phone: ()	Local Emergency Phone: ()	Contact Email:	
Address:		City:	State, Zip:

Licensee 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. Licensee 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. Any cleanup done by the Port will result in the Licensee being charged a labor 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. Per Kitsap County, the volume cannot exceed 83 decibels and must cease by 10 p.m.
7. The premises shall not be used for any other purpose other than the one described on the event 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 Stage or within 30 feet of the Event Tent or the Port's yellow shed. Use of these in other locations must be approved in advance.
9. Any activities and events on Port properties shall not endanger any person or property.
10. Licensee 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



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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. Licensee acknowledges the Port of Kingston reserves the right to terminate this agreement or to remove Licensee and any 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 Licensee's use of Port facilities.

Acknowledgement:	
I, _____ (Name), on behalf of _____ (Organization), acknowledge that I have read and understand the terms, policies, permitting requirements and cancellation policies outlined in this event permit application packet, and that I agree to abide by the terms and policies contained herein.	
Licensee 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 _____