Your complete guide to the facilities and services available for events.







Effective September 1, 2020



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### **WELCOME**

The Kitsap County Parks Department appreciates your selection of the Kitsap County Parks
Facilities for your event. This Facility Reservation Service Guide was created to assist with
answering your event questions and to assist you in planning your event. Should you have any
questions, please do not hesitate to call, email or stop by the office.

### **DIRECTORY**

General Information		
Parks Office	360-337-5350	
Event Staff Duty Line* (Only to be used for contact during event)	360-340-6661	
Email	parks@co.kitsap.wa.us	
Website	https://www.kitsapgov.com/parks	
Mailing Address	614 Division Street, MS-1 Port Orchard, WA 98366	
Physical Address	1195 NW Fairgrounds Rd Bremerton, WA 98311	
Business Hours	Monday – Thursday, 8:30am – 5:00pm Friday, 8:30am -2:30pm	
Community Support Services		
Kitsap County Fire Marshal	360-337-5777	
Gordon Sound	360-692-2957	
WA State Liquor and Cannabis Control	360-664-1600	
Board	http://liq.wa.gov/	

### **USER CHECKLIST**

The following is an internal checklist for your use (not necessary to turn in):

EVENT NAME:	EVENT DATE:
BUILDING(S):	PERMIT NUMBER:

DUE DATE	COMPLETED	<u>DATE</u>
		COMPLETED
	Signed User Service Agreement	
	Deposit(s) Due	
	Final Payment Due	
	Preliminary floor plans and equipment needs list are required to be Received by your Event Representative	
	for review by:	
	Certificate of Liability Insurance (if applicable)	
	List of show exhibitors and vendors	
	Electrical layout/needs 21 working days prior to event (to avoid late fees)	
	Larger Trade Shows that are open to the public are to submit floor plans to Fire Marshal for approval prior to the event.	

**Please note:** Failure to provide information above by the established deadline(s) may result in additional fees and labor charges.

### **BOOKING PROCEDURES**

When a new or returning USER wishes to reserve, book or hold a date for an event at one of the KITSAP COUNTY PARKS buildings and facilities, the following procedures will apply:

#### **Booked Pending**

After a USER has committed to a date and has requested a booking, the USER SERVICE AGREEMENT will be drafted and emailed, mailed or faxed to USER. During the time the document is being processed, or is in transit, the said event will be considered booked-pending, but will be treated the same as booked events for calendar scheduling. USER SERVICE AGREEMENT and payments not received by due date may result in cancellation.

#### **Booking Recurring Events**

Most recurring events will be given the first right of refusal for the corresponding dates in forthcoming years, as long as the USER remains in good standing with KITSAP COUNTY PARKS. For this purpose, the first weekend of any given month refers to the first *full* weekend (Saturday and Sunday).

#### **Booked Status**

An event is considered "booked" when a USER, following a discussion with an Event Representative, makes a commitment and agrees to facility use terms and applicable payments. A "USER SERVICE AGREEMENT" is then drafted and will be sent to the USER. A USER must print and sign the USER SERVICE AGREEMENT, and then return the signed USER SERVICE AGREEMENT with payments by the requested payment date.

Failure of the USER to follow such procedures may result in cancellation of the USER SERVICE AGREEMENT and release of the event date. Based on availability, additional buildings and grounds can be added to an existing USER SERVICE AGREEMENT.

#### **Courtesy Hold**

A "courtesy hold" is <u>not</u> a binding AGREEMENT for the KITSAP COUNTY PARKS to rent a facility to the USER. It is an offer, as a courtesy, to allow potential USER's the chance to assemble information or programming before making a commitment to book an event. An Event Representative may place a hold on the Scheduling Calendar, at no cost to the USER, under the following condition(s):

- a. Scheduling Calendar is checked for facility availability.
- b. A brief overview of rules, policies and applicable guidelines to specific event explained and reviewed with USER.
- c. USER must provide current and complete contact information.
- d. If no contact has been made by the USER to the Event Representative within one (1) month of the event, "hold" on the Scheduling Calendar may be subject to removal from the Scheduling Calendar. Event Representative will attempt to contact USER before removing hold.

In the case of more than one USER requesting to hold the same date, such holds will be labeled on the Scheduling Calendar as "1st Hold," "2nd Hold," etc., and will be prioritized by date of hold requests.

#### **Hold Challenge**

A USER wishing to book an event on a date that is on hold by another USER, may challenge such hold on the Scheduling Calendar. The USER holding the date will be contacted and given no more than two (2) business days to commit to a "booked" status or release the date of the hold. If the date becomes available, the challenging USER must be prepared to place their event in "booked" status, pay all required fees and sign required USER SERVICE AGREEMENT.

#### **Cancellations**

The KITSAP COUNTY PARKS will cancel and release the dates of BOOKED-PENDING events if payment and signed documents are not received by the stated due dates or for reasons that would be most beneficial to the KITSAP COUNTY PARKS. In such cases, the KITSAP COUNTY PARKS will provide the most lead time as reasonably possible. Should you have any questions or require clarification, please contact your Event Representative.

#### **Cancellations by Kitsap County**

In addition to the right to terminate the USER SERVICE AGREEMENT upon USERs default, the KITSAP COUNTY PARKS, will have the right to terminate all or part of the USER SERVICE AGREEMENT at any time, without liability on the part of the KITSAP COUNTY PARKS, upon thirty (30) days written notice; provided, however, this AGREMENT may at any time be terminated when the PREMISES are required for public use because of unforeseen emergency. Under such termination, a deposit made by USER will be refunded.

### PAYMENT PROCEDURES

#### **Fees**

Fees for use of county-owned facilities are reviewed periodically by the Kitsap County Board of County Commissioners and are subject to change with 60 days advance written notice. Kitsap County Parks Director has the authority to establish discounts for consecutive multi-day events and to determine pricing on items, services, events not covered in the Board of County Commissioners Fee Schedule Resolution.

#### **Deposit Payments – Security and Cleaning**

For community building rentals and or one day rentals, the USER is required to pay a refundable \$200 security deposit at the time of booking. If the USER follows clean up procedures and there was no damage, the \$200 deposit will be returned to the USER within 7 business days of event.

For events in the Kitsap Sun Pavilion or Presidents Hall, multi-building rentals, or multi-day events, the USER is required to pay a security deposit fee that is equal to 10% of the total facility rental fee. If the USER follows clean up procedures and there was no damage, the 10% deposit will be returned to the USER within 7 days of event.

#### **Non-Profit Organizations**

A 25% discount on the facility rental fee will be extended to documented non-profit organizations. A certificate of proof of non-profit status must be submitted with the application to be eligible for discount.

#### Payment Schedule for Newer USERs (less than 10-year history)

It is the intent of the KITSAP COUNTY PARKS to avoid post-event "accounts receivables" and, in most cases, full payment of facility rental and fee(s) will be due before the event occurs. This applies to USERS with less than a ten (10) year history of producing events at this facility, regardless of the event name.

- 1. The prepayment schedule will be clearly shown on the USER SERVICE AGREEMENT and will be as follows for events taking place in the Kitsap Sun Pavilion, President's Hall, multi-building events, and multi-day events:
  - a. A deposit equal to 30% of the facility rental fee is due within **ten (10) days** after receipt of the USER SERVICE AGREEMENT.
  - b. A second deposit equal to 40% of the facility rental fee is due within 4 months of the event date.
  - c. If the event is cancelled after payment(s) received, the deposit amount will be refunded as follows:

Refund Amount for Newer Users		
Cancellation Date	Fees Refunded	
No Show	0%	
0-3 Months	0%	
3 -9 Months	50%	
9 months or more	100%	

- d. Remaining 30% of facility rental fee, plus any estimated charges will be due no later than **two (2) weeks** before the event. (Overpayments will be refunded.)
- e. Any additional charges or fees incurred during the event, above and beyond the original estimated charges, will be invoiced post event.
- f. The specific due dates will be indicated on the USER SERVICE AGREEMENT. Additional fees may be incurred, and includes such charges as electrical orders, accessories, labor, trash removal, additional cleaning or damage charges.
- 2. The prepayment schedule will be clearly shown on the USER SERVICE AGREEMENT and will be as follows for events taking place in Community Buildings, picnic shelters, and other one-day events:

- a. A deposit equal to 100% of the facility rental fee plus any estimated charges will be due no later than **ten (10) days** after receipt of the USER SERVICE AGREEMENT.
- b. If the event is cancelled after payment received, the deposit amount will be refunded as follows:

Refund Amount for Newer Users		
Cancellation Date	Fees Refunded	
No Show	0%	
0-1 Months	0%	
1 -3 Months	50%	
3 months or more	100%	

- c. Any additional charges or fees incurred during the event, above and beyond the original estimated charges, will be invoiced post event.
- d. The specific due dates will be indicated on the USER SERVICE AGREEMENT. Additional fees may be incurred, and includes such charges as electrical orders, accessories, labor, trash removal, additional cleaning or damage charges.

#### Payment Schedule for Established USERs (10 years or more)

The following payment/deposit schedule will be submitted for USERS who have established an excellent payment history while producing events at the KITSAP COUNTY PARKS for ten (10) years or more. This established USER schedule applies to the actual association, club or company named as USER, and not the event or event name. This USER schedule applies to events in the Kitsap Sun Pavilion, President's Hall, multi-day events, and multi-building events.

- a. A deposit equal to 10% of the facility fee is due within **ten (10) days** after receipt of the USER SERVICE AGREEMENT.
- b. If the event is cancelled after payment received, the deposit amount will be refunded as follows:

Refund Amount for Established Users		
Cancellation Date	Fees Refunded	
No Show	0%	
0-3 Months	0%	
3 -9 Months	50%	
9 months or more	100%	

- c. Remaining 90% of facility rental fee, plus any additional incurred charges will be invoiced soon after the event.
- d. The specific due dates will be indicated on the USER SERVICE AGREEMENT and subsequent invoices.

#### **Loss of Established User Designation**

Established USERs who fail to make both deposit payments and after-event invoice payments by the indicated due dates will be determined Past Due and may have their payment schedule status changed to "Newer USER" designation. Payment schedules for future events will then reflect such status change. Such designation changes will be determined by Parks Department Management and will be deemed final.

#### **After-Event Invoicing**

In such cases where USER is to be invoiced after the event has taken place, payment must be paid in full by due date. Failure to pay by due date will be result in USER being determined Past Due and will result in interest accumulation (18% annual rate), or account being turned over to a collection agency and may result in disqualification from having future events at KITSAP COUNTY PARKS.

### **Invoice Disputes**

It is expected that disputed invoices will be brought to the County's attention before the due date of the payment for such invoice. Such disputes will be investigated thoroughly and resolved as quickly as possible. However, only the disputed amount from a particular invoice may be held from payment. Remaining amounts not in dispute must be paid according to the indicated due date. Failure to pay amounts not in dispute will be determined Past Due.

#### **Acceptable Payment Forms**

Cash and in person payments will not be accepted. Online payments are accepted through the KITSAP COUNTY PARKS website.

#### **Scheduling**

Unless otherwise specified in writing, the KITSAP COUNTY PARKS may schedule other similar events up to 30 days before and after the dates of the event without notice to USER.

#### **Occupancy Interruptions**

In the event that the PREMISES or any part of PREMISES is destroyed or damaged by fire or any other cause or if any casualty or unforeseen occurrence such as strikes, labor disputes, or acts of military authorities, the USER'S event will be at once canceled. The KITSAP COUNTY PARKS will not, in any such case, be held liable or responsible to USER for any damage caused by said cancellation and the KITSAP COUNTY PARKS will be relieved from any further liability. The USER will make no claims for compensation or for damages against the KITSAP COUNTY PARKS. Any rental for the unused portion will be refunded to USER.

### **FOOD AND BEVERAGE**

#### **Alcohol Consumption**

An additional fee of \$400 (non-refundable) and liquor liability insurance is required for events where alcohol will be consumed or served. A WA State Liquor and Cannabis Control Board Banquet Permit, Special Occasion Permit, or other licensing may also be required.

The consumption of alcoholic beverages is restricted to licensed events only and only during those times agreed upon. For safety reasons, alcohol consumption may not be permitted during ingress/egress times.

#### Catering

Persons renting any facilities on the Fairgrounds for private events may bring in a caterer of their choice. Limited kitchen facilities are available.

For cooking and prepping of food, open flames are prohibited inside any facility. Electric appliances are acceptable. If cooking outside of facility, open flame appliances must be positioned no closer than 20 feet to the facility.

If such parties wish to have alcohol served, the server **MUST** be Washington State Liquor and Cannabis Board certified. USER will be required to present a copy of this license and required proof of insurance to the KITSAP COUNTY PARKS before the event.

#### **Concession Rights**

The KITSAP COUNTY PARKS reserve the right to operate or contract concessions for events covered by this USER SERVICE AGREEMENT. Concessions will include, but are not limited to, the dispensing or sale of food, drink, programs, souvenirs and novelties. USER or its exhibitors may distribute merchandise with written permission of the KITSAP COUNTY PARKS. USER may contract with additional concessionaires as long as they are not in direct competition with the KITSAP COUNTY PARKS's concessionaire.

Most private parties and catered events where the general public is not purchasing concession food may choose the caterer of choice. Check with your Event Representative for more details regarding the qualification.

### **INSURANCE AND INDEMNIFICATION**

#### **Insurance**

USER shall obtain at its own cost and expense, commercial general liability insurance in the amounts of not less than one million dollars (\$1,000,000.00) per occurrence/two million dollars (\$2,000,000) aggregate, in a form satisfactory to the Risk Manager's Office of the Kitsap County. Depending on the type of event or hazardous nature of the event, minimum limits may be increased, and USER will provide copy of policy upon request of County. The policy shall be endorsed, and the certificate shall reflect that Kitsap County is an additional insured on the USER'S policy and that the USER'S insurance is primary. The USER shall provide the Kitsap County Risk Manager a completed copy of a certificate of insurance, signed by the insurance agent for the USER, and the additional insured endorsement as evidence of such coverage prior to use of the facility. FAILURE TO DO SO MAY RESULT IN REVOCATION OF THIS LICENSE.

- a. If alcohol is to be served by USER or others under the terms of this USER SERVICE AGREEMENT, USER'S insurance will include liquor liability and be so stated on the certificate.
- b. In the event of non-renewal, cancellation, or material change in the coverage provided, thirty (30) days written notice shall be given to Kitsap County, and another copy mailed postage prepaid to: ATTN: Risk Manager, 614 Division St MS-13, Port Orchard, WA 98366. Such insurance shall not be diminished or rescinded without first giving Kitsap County thirty (30) days written notice.

#### Indemnification

USER hereby agrees to indemnify and to defend Kitsap County, and its elected and appointed officials, officers, employees and agents, at USER'S sole expense, and to pay any claim, loss or expense incurred by Kitsap County or any third party arising out of USER'S negligence, or claimed negligence, willful acts, or for any other loss or claims of Kitsap County or third parties, arising out of USER'S use of the PREMISES hereunder, including the cost of attorney fees, court costs, and all other costs associated with the defense of any such claim. In particular, and in addition to the above, USER agrees to be fully and solely responsible for any and all damage, loss or liability which is incurred by or threatened upon Kitsap County, arising out of any act done or damage caused by any patron on the PREMISES at USER'S request or sufferance, including bodily injury or property damage to third parties, including all attorney fees and costs of defense of any such claim.

### CITY, COUNTY, AND STATE REQUIREMENTS

#### **Compliance with Laws**

The USER will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of disability.

The USER will comply with all applicable provisions of the Americans With Disabilities Act and all regulations interpreting and enforcing such act.

The USER will comply with all applicable federal, state and local laws, rules and regulations in their performance under the USER SERVICE AGREEMENT.

#### **Electrical**

Unless otherwise specified, electricity needs of USER, other than for regular house lights, outlets or normal facility operations, will be paid for by USER at current rates in effect at the facility. USER's electrical requirements shall be submitted to the Event Representative no later than **twenty-one (21)** days prior to the event move-in date and may be subject to late fees if requirements are not received by the specified due date. A representative of the KITSAP COUNTY PARKS at the sole expense of USER must make all electrical connections. Multiple plugs such as twin sockets, cube taps, etc., are not permitted. All work must be performed by qualified persons and must conform to applicable Kitsap County fire codes.

#### **Electrical Cords**

Extension cords and re-locatable power strips shall be intended for heavy-duty use, a minimum 16 gauge, polarized, grounded type, with a 3-prong plug. The use of non-grounded, multiple-plug, or any extension cord 16 gauge or less ("zip cord") is prohibited. Extension cords and re-locatable power strips shall be in good condition without splices, deterioration or damage. No electrical appliance, power strip or extension cord shall be used if it is damaged or altered in any way. Power strips shall not be chained together, and extension cords shall not connect directly to the power strip. Appliance or equipment shall plug directly to power strip. Any appliance or extension cord placed through a public access area must have protection by foot traffic cover or be extended from overhead at least ten feet (10') above floor level. Kitsap County Event Center reserves the right to refuse electrical service due to safety concerns.

#### **Licenses and Permits**

The USER is responsible for obtaining all licenses, permits and approvals from the appropriate regulatory boards and authorities that may be required for, but not limited to, staging the event. Exhibitor(s) shall comply with all laws, rules, regulations, and codes of the State of Washington, Kitsap County, and the Kitsap County Parks Department that include, but are not limited to, workers' compensation insurance, health and safety, fire, construction, utilities and animal and livestock regulations.

#### **Noise Levels Per Event**

USER should be aware that shows that have amplified sound may be subject to local noise ordinances as per Kitsap County Code. See Event Representative for more details.

#### **Use of Flame or Flammable Materials**

USER agrees to not stage any act or performance in which fire, flame, or explosive device is involved without first having obtained the prior written permission of the Parks Director and Kitsap County Fire Marshal. USER further agrees that it will not use any decorative materials prohibited by any applicable law, policy or regulation or any similar flammable or combustible materials on or about the PREMISES. USER may request copies of Kitsap County fire regulations by contacting the Kitsap County Fire Marshall's offices at 614 Division St, Port Orchard, Washington 98366.

Certain floor plans may require advance written approval by the Kitsap county Fire Marshal who can be contacted at 360-337-5777. Aisles and exits, as designated on approved show plans, must be kept clean and free from obstruction. Fire lanes in and around the facility must remain clear and unobstructed. The USER is responsible for advising exhibitors about Fire Regulations. All exhibit booths must be cleared of combustible rubbish daily.

#### Water

The KITSAP COUNTY PARKS agrees to furnish water by means of the appliances installed for ordinary toilet or janitorial purposes, but for no other purposes, unless otherwise specified in USER SERVICE AGREEMENT. Water closets, toilets, and water apparatus will not be used for any purposes other than, for which they are constructed.

### **EVENT STAFFING**

#### **Event Representative**

Your Event Representative will assist you in space/building/facility selection and issuing the USER SERVICE AGREEMENT, as well as managing any addendums or special attachments as needed. They will work with you to ensure you fully understand the USER SERVICE AGREEMENT and answer any contractual questions you may have.

The Event Representative and/or designee will follow up with you after your event is completed to ensure your event was a success, and to discuss any questions you may have pertaining to that specific event. He or she will also assist with booking future events. The Event Representative will assist in room layout and organizing staff and services that are available through the County to ensure your event requirements are fully met. The Event Representative is your primary contact once the USER SERVICE AGREEMENT has been signed.

### **EVENT ADVERTISING/ VENUE NAMING**

#### **ADVERTISING**

USER agrees to take full responsibility for promotion or advertisement of its event. The KITSAP COUNTY PARKS may promote an event at the KITSAP COUNTY PARKS'S sole discretion. The KITSAP COUNTY PARKS will not promote or advertise an event without the written consent of USER. USER agrees to provide a name and/or contact phone number to be printed in any publication when promoting through the KITSAP COUNTY PARKS. It is agreed that no signs or advertisement will be placed in, on or about the PREMISES without the consent of the KITSAP COUNTY PARKS. USER agrees not to represent that the KITSAP COUNTY PARKS in sponsoring their event without the written consent of the KITSAP COUNTY PARKS.

#### **Copyrighter Material**

USER warrants on its own behalf and on behalf of any Artist or Performer engaged by USER, that all copyright material to be performed has been duly licensed or authorized by the copyrighted owners or their representatives and USER further warrants, on its own behalf and the Artists/Performer's behalf, that any and all royalty fees arising from the use of copyrighted material in this performance have been paid in full. USER specifically agrees to fully indemnify, defend and hold harmless the Kitsap County, its agents and employees against any losses, claims or liabilities related to copyright or trademark violations or claims.

Kitsap County's Parks website contains valuable information about onsite services, room capacities, upcoming events, exhibitor and attendee information, rules and regulations. Please provide event information to your Event Representative. Kitsap County Parks reserves the right to post public events on the Calendar of Events. This is not a guarantee that your event will be listed.

#### Photography/Video

The KITSAP COUNTY PARKS reserves the right to photograph, videotape or record any event for its own records, publicity and promotional purposes. Your Event Representative will discuss with you if your event is chosen for these activities.

#### Video Sound, Recording, and BROADCAST

All television, broadcast, video or sound recording rights are reserved to the KITSAP COUNTY PARKS but said rights may be acquired by negotiation with the KITSAP COUNTY PARKS. Any arrangements made by USER in this regard are at its sole expense and liability.

If your event is expected to attract media attention, please advise your Event Representative so they may arrange for early entry, additional electricity, or special access needs.

### **BUILDING AND GROUND USE**

#### **Animals/Pets**

With the exception of animal events and service animals, animals will not be allowed on the grounds. Animals kept by RV USERs must be kept on a leash or in a pen near the applicable RV.

At the USER's discretion, keeping in mind that The Americans with Disabilities Act (ADA) defines a service animal as "any guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability." If animals meet the ADA's definition, they will be allowed on grounds as service animals under the ADA.

When animals are used as part of the event, all applicable laws, ordinances and regulations dealing with the humane treatment of animals must be fully complied with. Persons have animals on the grounds must use every precaution to insure the safety of the people attending the event.

#### ATM's

The Kitsap County Events Center has ATM's on grounds in various locations available for use. Occasional technical or maintenance issues can arise, and ATM's are setup to automatically notify the servicing company. Ask your Event Representative for locations in relation to your event

#### **Balloons**

No "lighter than air" (helium or metallic) filled balloons are permitted in the facility without the expressly written authorization of your Event Representative.

#### **Camping- RV Parking**

Camping is allowed year-round on the Kitsap County Fairgrounds and Events Center grounds in designated areas during an event. RV parking may be limited to dry camping only, depending on event and date. Overnight or RV camping is generally available to the public. Please contact your Event Representative for further information.

#### **Care of the Premises**

USER will not injure, mark or deface facilities or equipment used by or available to USER. USER agrees to keep the PREMISES' clean and safe during all periods of the USER'S occupation and use. The KITSAP COUNTY PARKS reserve the right to require USER to take such reasonable protective measures as the KITSAP COUNTY PARKS may determine necessary to insure the preservation and protection of the facilities and equipment and the safety of event patrons.

- a. USER will not injure, mark or deface facilities including but not limited to placing nails, tacks, hooks or screws into any part of facilities; or adhere signs or posters to painted or glass surfaces by any means, including duct tape or masking tape; or post advertising or other materials in or about the facilities without the KITSAP COUNTY PARKS written approval; this includes the floor. No use of duct tape or masking tape is allowed; to adhere to the floor use gaffing or blue painters tape only.
- b. In the event of damage or alteration to the facilities or equipment, USER agrees to pay the KITSAP COUNTY PARKS to fully restore the PREMISES or equipment or repair the damage or replace altered or damaged portions, all at the USER'S sole cost and expense.
- c. KITSAP COUNTY PARKS employees only may operate the forklift or lift truck at the rate of \$72.00 seventy-two dollars per hour (2-hour minimum). Arrangements for these services must be made 21 days in advance.
- d. Erection of any special apparatus, scaffolding, rigging, or other built- up structures is the responsibility of the USER, but in order to insure safety to performers and the public, such apparatus will be installed according to the specifications and requirements of the Kitsap County building inspector. Use and placement of all production equipment, including but not limited to mixing consoles, lighting consoles, other lighting or sound equipment, will be arranged with the KITSAP COUNTY PARKS prior to installation.
  KITSAP COUNTY PARKS is a safe work place and all vendors, concessionaires, and contractors shall comply with State and Federal regulations.

Vendors, concessionaires, and contractors are responsible for all aspects of safety in connection with any work they perform themselves or they contract to be done. All work is to be performed in a manner to avoid risk of bodily injury or risk of damage to property. The USER is responsible for monitoring and making any corrections necessary for the work procedures that will minimize risks and damage.

The USER is responsible to ensure that each subcontractor/worker on site furnishes appropriate safety equipment, has trained personnel in the use of the equipment and enforce the use of such equipment.

#### **Conduct of Persons**

USER will be solely responsible for the orderly conduct of all persons using the PREMISES by its invitation, either expressed or implied. The KITSAP COUNTY PARKS reserve the right to eject or cause to be ejected from the PREMISES any person or persons due to unlawful conduct. At the discretion of the Kitsap County Sheriff, the KITSAP COUNTY PARKS will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of USER.

#### **Control of Building**

The entrances and exits of the PREMISES will be locked and unlocked at such times as may be required for USERs use, but USER at its expense must at all times place proper personnel at all entrances and exits when they are unlocked. The keys to the PREMISES will at all times be in the possession and control of the KITSAP COUNTY PARKS. The KITSAP COUNTY PARKS and all duly authorized representatives of the KITSAP COUNTY PARKS will have the right to enter the PREMISES at all times.

#### **Crowd Safety Access**

USER agrees to sell tickets for and admit only the number of persons agreed upon in negotiation of the USER SERVICE AGREEMENT. USER will assure that attendees can safely and freely move about the PREMISES at all times. USER will not permit chairs or obstacles in the passageways or fire exits of the PREMISES and will keep clear all sidewalks, grounds, entries, passages, vestibules, and abutting streets and ways of access to the PREMISES. The KITSAP COUNTY PARKS reserve the right to require the doors to the public seating areas be opened at a specified time before the event. The KITSAP COUNTY PARKS reserve the right to cancel an event at any time, as its sole discretion, should the event become unsafe or threaten public safety.

#### **Decorating**

Decorating and display companies hired or contracted by USER are required to set up and tear down within the dates and times specified in the USER SERVICE AGREEMENT.

#### **Deliveries to Event Center**

KITSAP COUNTY PARKS will not accept freight deliveries before your event, as storage facilities are not available. Freight deliveries expected during your event must be received by USER with storage and unloading pre-arranged with the Event Representative. As a courtesy, KITSAP COUNTY PARKS will receive smaller parcels (no COD's) from couriers such as USPS, UPS, Federal Express or others, but will not be responsible for loss, theft or damage when or after they are received. It is the USER's responsibility to obtain such parcels in a timely manner.

#### **Disabilities**

Kitsap County Events Center supports compliance with the ADA. Most of the PREMISES facilities on grounds currently comply with ADA standards. It is the USER's responsibility to comply with event-related needs (*i.e.*, special seating areas, wheelchairs). Some events may consider augmenting with additional disabled restrooms. Handicap-accessible parking spaces or areas will be marked and must be observed by all attendees.

### **Displays/Exhibits**

All exhibits and displays shall be transported in and out of the PREMISES during designated move-in and move-out times listed on the USER SERVICE AGREEMENT. Other public spaces at the PREMISES may not be obstructed by exhibits, vendors or closed access to the public. Doors, windows, fire hose cabinets, first aid stations, pull stations, fire extinguishers, fire strobe lights, fire alarm speakers and house lighting attachments may not be covered or obstructed. (See "FIRE REGULATIONS.")

Unprotected and unsecured open flames are <u>not</u> permitted in buildings. If you are unsure about the safety or legal compliance of any exhibit, contact your Event Representative.

#### **Drugs**

As per county code 10.12.160, it is unlawful to bring into or possess or consume in any park/park facility any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if consumed, injected into, breathed, or otherwise administered to a human being or animal.

#### **Entertainment Morals**

No performance, exhibition or entertainment will be given or held on the PREMISES that is deemed illegal or which contravenes KITSAP COUNTY PARKS policy of providing family entertainment events at its public facilities. The KITSAP COUNTY PARKS expressly reserve the right to refuse the use of its facilities to any party proposing to conduct, promote or sponsor an event, which is inconsistent with this policy.

#### **Equipment Rental and Additional Fees**

Base rent does not include charges for additional equipment rentals acquired before or during event. USER agrees to provide the KITSAP COUNTY PARKS with a completed *Equipment Rental Request Form* at least (21) twenty-one days prior to event. Completion of this form does not guarantee availability of equipment. The KITSAP COUNTY PARKS will notify USER of any conflicts and provide alternative recommendations when possible. All arrangements must be finalized at least twenty-one (21) days prior to event. USER will pay additional charges as agreed between USER and the KITSAP COUNTY PARKS within seven (7) working days following the event.

#### **Facility Rental**

The KITSAP COUNTY PARKS have a variety of facilities that can be used separately or collectively. Rental fees are set by the Kitsap County Board of County Commissioners and are listed in the fee structure section. Rent includes the designated facility as well as lighting, heating, and restroom facilities. Common areas that lead to the rented facility are also included, but sometimes may need to be shared with other events. concession space. Utility and storage rooms are not available for use by the USER without advance written approval. In addition to facility rental rates, charges will apply for equipment and labor expenses. Any exception from the facility fee structures rates shall be at the discretion of the Director of KITSAP COUNTY PARKS.

#### **Fastening of Signs or Decorations**

Please be aware that no adhesives, tacks, nails or other damaging material can be used to affix items to doors, tables, walls, windows and other surfaces in any location at the Kitsap County Fairground and Event center. Contact your Event Representative for decorating options.

#### **First Aid**

USER is responsible for providing their own First Aid Equipment and/or Supplies. Some large events may require on-site First Aid. In an emergency, USER is encouraged to call 9-1-1 if needed. Please contact your Event Representative for more information.

#### **Floor Care**

The floors of most of the Kitsap County Fairgrounds and Events Center facilities range from sealed concrete, tile or carpet. Precautions must be exercised by USER and exhibitors to protect all floor surfaces:

- Vehicles parked in buildings with carpet <u>must</u> have a drip pan placed underneath the vehicle.
- All exhibits and displays using bark dust or paving stones must have plastic sheeting placed between floor and display, regardless of floor type.
- High tack floor marking, or carpet tape may leave residue that will incur extra cleaning charges. If tape is needed, low tack tape must be used.
- Chewing gum left on floor may incur extra cleaning charges, regardless of floor type.
- If floors are wet, please advise Event Representative, Operations Crew or Maintenance Crew as soon as noted. Please stay with area until someone responds with clean up. Wet floor signage will be provided by KITSAP COOUNTY PARKS.

#### **Floor Plans**

USER must submit floor plans, equipment orders, electrical orders, and any other instructions to your Event Representative in writing no later than **twenty-one (21) working days (Monday-Friday)** prior to event move-in date. Failure to do so may result in late fees and additional labor charges.

Some event floor plans must be pre-approved by the Kitsap County Fire Marshal before the event start date. Ask your Event Representative if your event qualifies for this requirement.

Designated public walkways, both inside or outside buildings, shall be maintained to a minimum of eight feet (8') clear width. Any public walkway designated as an exit passage shall have a minimum of 10 feet (10') clear width. Additional width maybe required by the Fire Marshal. No exhibit, booth, or portion of an exhibit or booth, or any other obstruction shall extend into a designated walkway.

#### **Forklift Service**

Forklift service may be available for hire from the Kitsap County Fairgrounds and Events Center. Contact your Event Representative for more details.

#### **Garbage Removal**

Please identify any specialized waste removal needed for your event, including debris from themed décor set-ups (trees, plants, bark-mulch, etc.) or because of event activities (food sampling, non-reusable crates/wrapping, etc.). Additional costs may be charged to USER for the removal of excessive trash, pallets and other materials after the event.

Your Event Representative will be able to advise you in detail. The KITSAP COUNTY PARKS is committed to sustainability and provide recycling areas within the exhibit halls for all exhibitors to use. In addition, there are specialized recycling containers with designated labels throughout the facility to meet your event waste needs. We encourage you to recycle!

#### **Inflatable Structures**

Please discuss with your Event Representative. Additional insurance may be required.

#### Internet and Wi-Fi

Non-secure, free Wi-Fi may be available in the facilities at the Kitsap County Fairgrounds and Events Center. This service is complimentary and subject to availability

#### **Janitorial Service**

The KITSAP COUNTY PARKS agree to provide Support Personnel above and beyond basic services if requested by USER for an additional charge. USER will submit a full and detailed outline of the equipment required, including a floor set-up and such other information necessary for the event. This information must be available to the KITSAP COUNTY PARKS no later than (21) twenty-one working days prior to the event. No designation or approval of personnel by the KITSAP COUNTY PARKS will relieve the USER of any obligation hereunder. USER further agrees to hire the minimum- security personnel deemed necessary by the Kitsap County Sheriff to assure safety of invitees to the event and to the PREMISES.

Restroom maintenance and general trash removal is included in the basic rental costs. However, depending on the nature of the event, additional housekeeping costs may be incurred. The Event Representative will be able to assist in identifying areas that have potential cost implications.

#### **Keys**

Depending on the event, and the facility being rented, building and/or gate keys may be checked out to the USER. All keys given out <u>must</u> be returned immediately after the ending date of event. Lost keys are subject to a \$100.00 per key charge.

#### **Lost and Found**

The KITSAP COUNTY PARKS will have the right to collect and have custody of articles left in the building by persons attending any performance, exhibition or activity given or held on the PREMISES. USER or any person in USER'S employ will not collect or interfere with the KITSAP COUNTY PARKS'S collection or custody of such articles. Articles found will be in KITSAP COUNTY PARKS possession for thirty - (30) days after an event. All unclaimed articles will be disposed of according to law.

#### **Motorized Vehicles**

All motorized vehicles owned by the KITSAP COUNTY PARKS are to be operated by authorized Kitsap County Parks personnel only. Vehicles staged as static displays are subject to the Fire Marshal Regulations. Please consult your Event Representative if you have questions.

#### Move In/ Move Out

USER must schedule and pay for move-in and move-out days and times when booking an event. A member of the KITSAP COUNTY PARKS staff must be on-site during event move-in / move-out times. Exceptions must be pre-approved by your Event Representative. Move-in / move-out times that extend into the evening may be subject to an additional labor fee. Generally, half of the building lights and limited restrooms, but no heat, will be available for USER and vendor use during move in / move out times. When a large number of exhibitors move in, additional restrooms may be provided.

USER and exhibitors shall remove all signage and exhibit materials by the end of their contracted moveout time. The KITSAP COUNTY PARKS is not responsible for any items left beyond the contracted moveout time. If there is an inordinate amount of debris left after the event, there will be a charge for the removal at the KITSAP COUNTY PARKS's discretion.

#### **Parking**

Parking is available for all events taking place on the PREMISES. Specific parking areas, entry and exit gates to be used for the event will be determined by the Event Representative. A per-car parking charge may apply to certain events. The KITSAP COUNTY PARKS is responsible for placing parking signs. Alternate arrangements for parking charges may apply to your event.

#### **Performer**

USER guarantees the appearance of any named performers advertised to appear at the event as specified. In the event an advertised performer must cancel, USER must place signs so indicating outside the premise's entrances and, must make an official announcement before the start of the program. USER must make a bona fide offer of a refund to any ticket holder who requests a refund. The manner and circumstances of the refund, if necessary, will be determined by the KITSAP COUNTY PARKS. USER will pay all refunds and expenses of refund arrangements.

#### **Post Event Clean Up**

No equipment, pallets or waste materials may be left beyond the USER SERVICE AGREEMENT timeframe or charges may be incurred and charged to USER at the sole discretion of Kitsap County Fairground and Event Center. Any damage, facility charges, excessive clean-up or other costs incurred by display, decoration or labor contractor is the full responsibility of the USER. Please ensure your decorator reviews the rules and regulations as noted above to eliminate any additional charges.

#### Reader boards

Advertising reader board space is limited at KITSAP COUNTY PARKS. Every effort will be made to include your public event's information.

#### Recycling

USER will be solely responsible for disposal of recyclable items in recycling bins provided by the KITSAP COUNTY PARKS. Such items include aluminum beverage cans, plastic #1 soda bottles, plastic #2 milk jugs, office paper, and flattened corrugated cardboard. Plastic bottles and jugs will be rinsed before placing into the recycle bins. Recyclable materials described in the USER SERVICE AGREEMENT will not knowingly be disposed in solid waste dumpsters without the express approval of the KITSAP COUNTY PARKS.

#### **Room Capacities**

Room capacities vary widely depending upon the event's specific functional requirements regarding seating arrangements, staging, dance floor, food/beverage service needs and audio/visual set-up, etc. It is necessary to discuss your proposed event function details with your Event Representative to ensure safe and appropriate allocation of space. General room capacity information is available on the KITSAP

COUNTY PARKS website.

#### **Security and Police**

USER may be required to hire a specified number of security personnel as outlined by your Event Representative, alcohol provider and shall be provided by an approved security contractor(s) at the contractor's established rate. Please contact your Event Representative for detailed information regarding the above requirement, or if your event requires any specialized security needs. Security must be the last to leave the PREMISES.

#### **Signs and Banners**

Signs, banners and posters may not be attached to any part of the facilities' surfaces or to any of the furnishings, rented equipment, or fixtures of the facility without prior approval from the Event Representative. The KITSAP COUNTY PARKS have specific approved areas and methods for banner(s) hanging inside or outside the buildings and facilities.

#### **Smoking or Vaping**

The KITSAP COUNTY PARKS does not allow smoking or vaping in buildings and structures. Smoking or vaping is allowed outside the buildings, however it is required that smoking is only allowed to occur a minimum reasonable distance of 25 feet from entrances, exits, windows and air intakes to insure that smoke does not enter into buildings.

#### **Sound System**

The in-house sound system located in some of the KITSAP COUNTY PARKS facilities may require supplemental sound equipment depending on your event's production requirements. No outdoor paging system is available. For detailed information that is specific to your event needs, please contact your Event Representative.

#### **Speed Limit**

For the safety of all patrons, USERs and exhibitors, the maximum speed limit on the KITSAP COUNTY PARKS grounds is 10 MPH.

#### Storage

USER must notify the KITSAP COUNTY PARKS in advance if they intend to deliver property to PREMISES prior to an event. In the event that such deliveries become necessary, it is USER'S full responsibility to provide for storage of property. USER must have adequate insurance for such property, and no property will be delivered more than three days prior to opening of an event. The KITSAP COUNTY PARKS, its officers, agents or employees will not be liable for any loss, damage or injury to USER'S property while on the PREMISES.

### **Tents/Canopies**

According to Kitsap County Fire Marshall rules, tents or canopies "are not allowed inside a structure unless approved by the local Fire Code Official." See your Event Representative for clarification in regard to your event.

#### **Use Period and Time Schedule**

USER will move in, set-up and occupy the PREMISES in accordance with the dates and times indicated on the RESERVATION CONFIRMATION. USER will vacate and surrender possession of the PREMISES at the time indicated on the RESERVATION CONFIRMATION. The USER will not extend time for the occupancy of use of PREMISES for USER or for the installation or removal of equipment without the express written permission of the KITSAP COUNTY PARKS. Additional time will be charged at published rates.

#### Wi-Fi and Internet

Non-secure, free Wi-Fi may be available. This service is complimentary and subject to availability.

### **Building Rates and Fees**

**DAMAGE/SECURITY DEPOSIT:** A \$200 refundable Damage/Security Deposit must be paid in full at the time of the reservation for events such as parties, receptions and celebrations held in Kitsap County Park Facilities.

Kitsap County Parks Director has the authority to establish discounts for consecutive multi-day events and to determine pricing on items, services, events not covered in the Board of County Commissioners Fee Schedule Resolution.

Kitsap Sun Pavilion	
Equipment and additional services will be billed per established rates.	Rent Per Day
ENTIRE BUILDING	
48,000 sq. ft. (150' x 320')	\$3,000
(includes Adjacent Conference Room (616 sq. ft. [28' x 22'])	
Half Building	
48,000 sq. ft. (150' x 320')	\$1,900
(includes Adjacent Conference Room (616 sq. ft. [28' x 22'])	
AJACENT CONFERENCE ROOM ONLY	\$600 All Day
616 sq. ft. (28' x 22')	\$50/ hour
MOVE-IN/OUT DAY FOR ALL EVENTS	
(Limited lighting only, no heat)	
- Entire Building	\$800
- Half Building	\$550

Presidents' Hall	
Equipment and additional services will be billed per established rates.	Rent Per Day
ENTIRE BUILDING  19,000 sq. ft. (190' x 100') Main Floor (includes Kitchen Room (616 sq. ft. [28' x 22'])	\$1,200
Half Building 9,500 sq. ft. (95' x 100')	\$700
MOVE-IN/OUT DAY FOR ALL EVENTS (Limited lighting only, no heat) - Entire Building - Half Building	\$400 \$250
Eagles Nest Community Building	
Tables and chairs are included in the rental; Additional equipment and services will be billed per established rates.	Rent Per Day
ENTIRE BUILDING 2,067 sq. ft (53' x 39')	\$600 \$50/hour (three- hour minimum Friday - Sunday)
Van Zee	
Equipment and additional services will be billed per established rates.	Rent Per Day
<b>ENTIRE BUILDING</b> 6,886 sq. ft (50' x 145')	\$600
Thunderbird Arena	
Equipment and additional services will be billed per established rates.	Rent Per Day
ENTIRE BUILDING 61,250 sq. ft (350' x 15)	\$2,100
Barns	
Equipment and additional services will be billed per established rates.	Rent Per Day
Swine Barn	\$150
Sheep Barn	\$150
Blacker Barn	\$150
L Barn	\$150

Open Spaces	
Equipment and additional services will be billed per established rates.	Rent Per Day
Presidents' Hall Lawn	\$150
Concert Park Field	\$150 \$18/ hour (athletic usage)
Fairgrounds Picnic Shelter	\$40 for 4 hours
Fairgrounds Log Picnic Shelter	\$60 for 4 hours
Goat and Sheep Arena	\$75
Camping	
Equipment and additional services will be billed per established rates.	Rent Per Night
RV Parking	\$23
RV Parking with Electrical Hook Up	\$29
Long Lake Community Building	
Tables and chairs are included in the rental; Additional equipment and services will be billed per established rates.	Rent Per Day
ENTIRE BUILDING 1,200 sq. ft (53' x 39')	\$600 \$50/hour (three- hour minimum Friday - Sunday)
Island Lake Community Building	
Tables and chairs are included in the rental; Additional equipment and services will be billed per established rates.	Rent Per Day
SUMMER RATES - May through September ENTIRE BUILDING 1,302 sq. ft (57' x 32')	\$600 (Friday – Sunday) \$50/hour (Monday - Thursday)
WINTER RATES – October through April ENTIRE BUILDING 1,302 sq. ft (57' x 32')	\$600 \$50/hour (three- hour minimum Friday - Sunday)

Available to rent April 1 – September 30  Buck Lake Park Picnic Shelter (Seats approximately 64) 8 picnic tables 2 light fixtures 1 electrical outlet 2 group BBQs Fairgrounds Picnic Shelter (seats approximately 64) 8 picnic tables 2 light fixtures 1 electrical outlet  Fairgrounds Log Picnic Shelter (seats approximately 80) 10 picnic tables \$60 for 4 ho	ours
8 picnic tables 2 light fixtures 1 electrical outlet 2 group BBQs Fairgrounds Picnic Shelter (seats approximately 64) 8 picnic tables 2 light fixtures 1 electrical outlet Fairgrounds Log Picnic Shelter (seats approximately 80)	ours
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Fairgrounds Log Picnic Shelter (seats approximately 80)	ours
	ours
10 picnic tables \$60 for 4 ho	ours
Island Lake Park Picnic Shelter (seats approximately 80)	
10 picnic tables	
2 light fixtures \$60	
3 electrical outlets for 4 hou	rs
countertop	
2 group BBQs	
Kitsap Kids Playground Picnic Shelter (seats approximately 24) \$40 for 4 hou	ırc
4 picnic tables	2 וג
Salsbury Point Park Picnic Shelter (seats approximately 48)	
6 picnic tables	
1 electrical outlet \$60 for 4 hou	ırc
1 group BBQ	צוג
1 small BBQ	
Silverdale Waterfront Park Picnic Shelter (seats approximately 96)	
12 picnic tables	
8 light fixtures	
4 electrical outlets on counter \$60 for 4 hou	ırs
8 electrical outlets inside the shelter	
sinks and water	
1 group BBQ	
Silverdale Waterfront Park Gazebo (Seats approximately 16)	
2 picnic tables \$40 for 4 hou	ırs
South Kitsap Regional Park Shelter (Seats approximately 48)	
6 picnic tables \$60 for 4 hou	ırs

Wildcat Lake Park Picnic Shelter (Seats approximately 48)	
6 picnic tables	\$60 for 4 hours
1 group BBQ	
Athletic Facilities	
Anderson Hill Fields	\$18 per hour per
Field 1 – Grass field for soccer	field
Field 2 – Grass field for soccer	neid
Bill Bloomquist Rotary Park Fields	\$18 per hour per
Field 1 – Grass field for youth baseball, softball and soccer	field
Field 2 – Grass field for youth baseball, softball, and soccer	neid
Concert Park Field	\$18 per hour
50 yards x 50 yards multi-use grass field	318 per flour
Gordon Fields	See Athletic
Field 1- Turf field for soccer	Facilities User
Field 2 – Grass field for soccer	Agreement
	See Athletic
Lobe Fields	Facilities User
	Agreement
South Kitsap Regional Park Fields	
Field 1 – Grass field for soccer and multi-use	\$18 per hour per
Field 2 – Grass field for little league baseball, softball, soccer	field
Field 3 – Grass field for little league baseball, softball, soccer	
Veterans Memorial Park	
Field 1 – Grass field for soccer and multi-use	
Field 2 – Grass field for soccer and multi-use	\$18 per hour per
Field 3 – Grass field for soccer and multi-use	field
Field 4 – Grass field for little league baseball, softball	neid
Field 5 - Grass field for little league baseball, softball	
Field 6 - Grass field for little league baseball, softball	

### **Equipment Rates and Fees**

- Requests are first come, first serve.
- Equipment rental requests must be submitted 21 days prior to the event.
- Kitsap County Parks Event Staff will provide the set-up and take-down for all equipment rentals.
- Kitsap County Parks Director has the authority to establish discounts for consecutive multi-day
  events and to determine pricing on items, services, and events not covered in the Board of County
  Commissioners Fee Schedule Resolution.

Bleachers				
24 Seating Capacity (8 available)	\$50/ each			
45 Seating Capacity (8 available)	\$90/ each			
90 Seating Capacity (2 available)	\$180/ each			
260 Seating Capacity (2 available)	\$250/ each			
Chairs				
Upholstered (1400 available) Inside Use Only	\$2/ each			
Folding Metal Chairs (500 available)	\$2/ each			
White Resin Folding Chairs (500 available)	\$2/ each			
Tables				
6' Banquet (18 available)	\$8/ each			
8' Banquet (239 available)	\$8/ each			
48' Round (8 available)	\$8/ each			
60' Round (40 available)	\$8/ each			
Electrical				
Spider Box	\$70/ each			
Electrical Booth	\$10/ each			
Fencing				
White Panels (50 Available)	\$50/ event			
Equipment Operator				
Staff and Equipment Operator (Back Hoe, Forklift, SkyTrac, Dump Truck, Water Truck, Grader, Truck w/ Lift, Truck w/Hitch)	\$72/ hour (2-hour minimum)			

Athletic Clocks				
Scoreboard	\$25/ event			
Wrestling Clocks	\$25/ per clock per event			
Staging				
2' Staging (12 available – 6' x 8')	\$25/ panel			
4' Staging (42 available – 4' x 8')	\$30/ panel			
Stalls and Pens				
Stall/Pen	\$12/ Stall			
Ticket Booths				
Ticket Booth – Portable	\$40 / day			
Penalties				
Floor Plan	Failure to provide floor plan 21 (twenty-one) days prior to move in or changes made after floor plan submitted	\$100		
Animal Waste	Placing animal waste in non- designated areas	\$100 per occurrence		
Post Event	Non-routine post event clean-ups (Tape, Staples, Stains)	\$45/ hour		
Overtime	If the event fails to be offsite after the agreed upon time outlined in USER SERVICE AGREEMENT	\$90/ hour		
Excessive Garbage Removal	Additional charge for removal of excessive trash, pallets, and other materials after the event.	Varies on the cost of removal by Waste Management		
Replacement Key	Failure to return key	\$100		



Scan to start your facility reservation!