



614 Division Street, MS-1, Port Orchard, WA 98366


**KITSAP COUNTY**  
 Parks Department

www.kitsapgov.com/parks

360-337-5350

## **FAIRGROUNDS AND SPECIAL EVENT DISCLAIMERS**

**KITSAP COUNTY DEPARTMENT OF PARKS:** This PERMIT is made and entered into by and between the Kitsap County Parks Department (hereinafter referred to as "KITSAP COUNTY PARKS"), and the person(s), organization or group previously named on the Facility Use Permit of the Agreement (hereinafter referred to as "CUSTOMER"), for the purpose of temporary use of Kitsap County facilities.

**FACILITIES USED:** KITSAP COUNTY PARKS agrees to grant the CUSTOMER conditional use of the areas indicated in this PERMIT:

**PURPOSE:** CUSTOMER will use the PREMISES for the sole purpose indicated on the Facility Use PERMIT.

**USE PERIOD AND TIME SCHEDULE:** CUSTOMER will move in, use and occupy the PREMISES in accordance with the dates and times indicated on this PERMIT. CUSTOMER will vacate and surrender possession of the PREMISES at the time indicated on this PERMIT. The CUSTOMER will not extend time for the occupancy or use of the PREMISES for CUSTOMER or for the installation or removal of equipment without the express written permission of the KITSAP COUNTY PARKS. Additional time will be charged at a rate of published facility rates.

**FEES:** Fees for use of county-owned facilities are reviewed annually by the Kitsap County Board of County Commissioners and are subject to change with 60 days advance written notice.

**PAYMENT & DEPOSIT:** Payment in full must be received by due date stated on PERMIT. PERMIT will be cancelled if payment in full is not received. A Cleaning/Damage Deposit will be required. Providing there is no damage and the facility is left clean, deposits will be refunded within **20 business days** following the event. Failure to perform all necessary clean up will result in the forfeit of the deposit and the possible charge of additional fees. A \$25 processing fee will be applied to all special events (one fee per event).

**EQUIPMENT RENTAL AND ADDITIONAL FEES:** Base rent does not include charges for additional equipment rentals acquired before or during event. CUSTOMER agrees to provide KITSAP COUNTY PARKS with a completed Equipment Rental Request Form at least (30) thirty days prior to event. Completion of this form does not guarantee availability of equipment. KITSAP COUNTY PARKS will notify CUSTOMER of any conflicts and provide alternative recommendations when possible. All arrangements must be finalized at least (21) twenty-one days prior to event. Additional fees for use of equipment or space used by the CUSTOMER, but not stated on this PERMIT, will be billed to the CUSTOMER within (10) ten business days with payment due (30) thirty days from date of invoice. CUSTOMER 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 KITSAP COUNTY PARKS no later than (30) thirty business days prior to the event.

**MINIMUM SUPPORT PERSONNEL:** If requested by the CUSTOMER, the KITSAP COUNTY PARKS agrees to provide Support Personnel above and beyond basic services. CUSTOMER will be charged at a rate of \$20 per regular time hour or \$40 per holiday time hour of KITSAP COUNTY PARKS' individual staff time. CUSTOMER further agrees to hire the minimum support personnel deemed necessary by KITSAP COUNTY PARKS to assure safety of invitees to the event and to the PREMISES. No designation or approval of personnel by the KITSAP COUNTY PARKS will relieve the CUSTOMER of any obligation hereunder.

**ELECTRICITY:** Unless otherwise specified, electricity needs of CUSTOMER, other than for regular house light, CUSTOMER will pay for outlets or normal facility operations, at current rates in effect at the facility. A representative of KITSAP COUNTY PARKS at the sole expense of CUSTOMER must make all electrical connections. Multiple plugs such as twin sockets, cube taps, etc., are not permitted.

**WATER:** KITSAP COUNTY PARKS agrees to furnish water by means of the appliances installed for ordinary potable toilet or janitorial purposes, but for no other purposes, unless otherwise specified in this Agreement. Water closets, toilets, and water apparatus will not be used for any purposes other than, for which they are constructed. Excessive use of water will incur a fee.

**CONCESSION RIGHTS:** KITSAP COUNTY PARKS currently contracts with a concessionaire who has the right to open concession stands at all public events held on the Fairgrounds. CUSTOMER may also provide concessions at their events if their event is too large for one concessionaire, or if their concessions do not duplicate the current concessionaire's menu. CUSTOMER of Fairgrounds and Events center special events spaces also have the right to sell souvenirs, programs, and may distribute free samples of foodstuffs or non alcoholic beverages at their events with written permission of KITSAP COUNTY PARKS. CUSTOMER is required to follow all taxing laws when selling concessions or souvenirs, and all health laws when distributing food or drink.

**ADVERTISING:** CUSTOMER agrees when advertising in all media to refer to facility as it is listed in the PERMIT.

**CONDUCT OF PERSONS:** CUSTOMER will be solely responsible for the orderly conduct of all persons using the PREMISES by its invitation, either expressed or implied, during all times covered by the Agreement. KITSAP COUNTY PARKS reserves the right to eject or cause to be ejected from the PREMISES any person or persons due to unlawful conduct, publicly offensive language or conduct as determined by the

Director of the Department of Parks. And further, the Kitsap County Sheriff, at their discretion, will determine the need and number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of CUSTOMER.

**CONTROL OF BUILDING:** The entrances and exits of the PREMISES will be locked and unlocked at such times as may be required for



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CUSTOMER'S use. Once open, CUSTOMER is responsible for ingress and egress of the building and for ensuring the building is empty when locking up. The keys to the PREMISES will at all times be in the possession and control of KITSAP COUNTY PARKS. KITSAP COUNTY PARKS and all duly authorized representatives of KITSAP COUNTY PARKS will have the right to enter the PREMISES at all times. CUSTOMER will permit no chairs or other obstructions to block hallways or passageways at any time.

**CARE OF THE PREMISES AND EQUIPMENT USE:** CUSTOMER will not injure, mark or deface PREMISES or EQUIPMENT used by or available to CUSTOMER. CUSTOMER agrees to keep the PREMISES clean and safe during all periods of CUSTOMER'S occupation and use. KITSAP COUNTY PARKS reserves the right to require CUSTOMER to take such reasonable protective measures as the KITSAP COUNTY PARKS may determine necessary to insure the preservation and protection of the PREMISES and EQUIPMENT and the safety of event patrons.

1. CUSTOMER and customer's guests, will not injure, mark or deface PREMISES including but not limited to placing nails, tacks, hooks or screws into any part of PREMISES; 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 PREMISES without the KITSAP COUNTY PARKS written approval.
2. In the event of damage or alteration to the PREMISES or EQUIPMENT, CUSTOMER agrees to pay KITSAP COUNTY PARKS to fully restore the PREMISES or EQUIPMENT or repair the damage or replace altered or damaged portions, all at the CUSTOMER'S sole cost and expense.
3. Heavy Equipment Needs - KITSAP COUNTY PARKS employees only may operate county-owned equipment. CUSTOMER will be charged the rate of \$60 per hour (minimum of 2 hours). Arrangements for these services must be made 21 days in advance.
4. Erection of any special apparatus, scaffolding, rigging, or other built-up structures is the responsibility of the CUSTOMER, but, in order to insure safety to performers and the public, such apparatus will be installed according to the specifications and requirements of the County of Kitsap 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 KITSAP COUNTY PARKS prior to installation.
5. Use of Helium Balloons is discouraged, and if used, must be removed from all areas including ceiling. Loss of Cleaning/Damage deposit and a possible invoice charged at \$60 per hour fee (2-hour minimum) will be charged if KITSAP COUNTY PARKS is required to remove balloons.

**EXPIRATION OF LICENSE:** CUSTOMER will remove from the facilities all property, goods and effects belonging to CUSTOMER or caused by CUSTOMER to be brought upon the PREMISES by the ending date and time specified in the Agreement. If such property is not removed within the above stated time, the KITSAP COUNTY PARKS will have the right to take possession of such property and dispose of it as provided by law. At the expiration of the time of use of the facilities herein above set forth, CUSTOMER will quit the facilities and return to the KITSAP COUNTY PARKS all equipment and facilities owned by KITSAP COUNTY PARKS, which PREMISES, equipment and facilities will be in as good condition and repair as before CUSTOMER use except for ordinary wear and use.

**LAWFUL USE:** CUSTOMER agrees to comply with all Federal, State and local laws and regulations. CUSTOMER is responsible for becoming familiarized with these laws, ordinances, rules and regulations.

**SCHEDULING:** Unless otherwise specified in writing, KITSAP COUNTY PARKS may schedule other similar events both before and after the dates of this contract without notice to CUSTOMER.

**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, render the fulfillments of this contract difficult or impossible to perform, this Agreement will be at once canceled. KITSAP COUNTY PARKS will not, in any such case, be held liable or responsible to CUSTOMER for any damage caused by said cancellation and KITSAP COUNTY PARKS will be relieved from any further liability by reason of this Agreement, and the CUSTOMER will make no claims for compensation or for damages against KITSAP COUNTY PARKS. Any rental for the unused portion of said Agreement will be refunded to CUSTOMER.

**ALCOHOL:** An additional fee of \$250 (non-refundable) and liquor liability insurance is required for events where alcohol will be served or consumed. A WA State Liquor Control Board Banquet Permit, Special Occasion Permit or other licensing may also be required. Contact the WA State Liquor Control Board in Olympia at (360) 664-1600 or visit their website at <http://liq.wa.gov/>. Permits can take up to 45 days to be issued. **Apply early!**

**KEYS/ACCESS CODE:** It is the sole responsibility of the CUSTOMER to obtain any necessary key cards or access codes for the facility being rented. CUSTOMER is required to contact KITSAP COUNTY PARKS the week of their event to ensure access to the PREMISES. Key cards and access codes will only be issued once rental fee and deposit have been paid in full. After event, return key card to KITSAP COUNTY PARKS. CUSTOMER is required to return all key cards within 72 hours of completion of event. Failure to return key cards will result in a fee of \$15 per key card.

**KEY NOTES:** All Barns have restricted use as determined by the County Fire Marshal. Lower Arena and 4-H restrooms & shower facilities are closed from October 1 through March 31 annually. Maximum capacity is determined by the County Fire Marshal and does not account for set-up, including the addition of tables and chairs.



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**USE OF FLAME OR FLAMMABLE MATERIALS:** CUSTOMER 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. CUSTOMER further 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 Kitsap County Parks Department and Kitsap County Fire Marshal and said permission is on file with KCPR. CUSTOMER may request copies of County fire regulations by contacting the Kitsap County Fire Marshal's offices at 614 Division St, Port Orchard, WA 98366.

**BUILDING PERMIT:** Special/Large Events may require a building permit. CUSTOMER is required to contact the Kitsap County Fire Marshal's Office at least 10 business days prior to your event to inquire/obtain any necessary permits. If you do not meet this deadline, additional fees will apply and your permit may be denied.

**FOOD SAFETY PERMITS:** Special/Large Events that are open to the general public and where food or beverage are served, require that all food booths obtain the appropriate food safety permits which are obtained through the Kitsap County Health Department.

**LOST OR STOLEN ARTICLES:** KITSAP COUNTY PARKS is not responsible for lost, stolen, or damaged items during the use of the building. By law, KITSAP COUNTY PARKS will collect and have custody of articles left in the building by persons attending any performance, exhibition or activity given or held on the PREMISES. CUSTOMER, or any person in CUSTOMER'S employ, will not collect or interfere with KITSAP COUNTY PARK'S collection or custody of such articles. Articles found will be held and disposed of by KITSAP COUNTY PARKS according to applicable laws.

**DISCRIMINATION:** CUSTOMER promises and agrees that it will not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons during its use and occupancy of the Premises. CUSTOMER agrees to comply with all provisions of the America with Disabilities Act and all regulations enforcing such Act.

**INSURANCE:** CUSTOMER shall obtain at its own cost and expense, commercial general liability insurance in the minimum amounts below. KITSAP COUNTY PARKS reserves the right to raise minimum levels based on type of event and crowd size.

- One million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate
- Kitsap County shall be named certificate holder and KITSAP COUNTY, ITS OFFICERS, ELECTED OFFICIALS, AGENTS; EMPLOYEES AND VOLUNTEERS shall be listed as additional insured. Certificates will not be accepted if they do not include the additional insured exactly as stated.
- CUSTOMER should ensure that the insurance policy is an occurrence based policy. KITSAP COUNTY PARKS will not accept a claim's based policy.
- The CUSTOMER's insurers shall have a minimum A.M. Best's rating of A-, VII. The CUSTOMER shall provide to the KITSAP COUNTY PARKS, 30 days in advance, a completed copy of a certificate of insurance, signed by the insurance agent for the CUSTOMER, as evidence of such coverage prior to use of the facility. FAILURE TO DO SO MAY RESULT IN REVOCATION OF THIS LICENSE.
- The policy shall be endorsed and certificate shall reflect that Kitsap County is an additional insured on the CUSTOMER'S policy and the CUSTOMER'S insurance is primary and any insurance or self-insurance carried by the County is excess.

**HOLD HARMLESS:** The CUSTOMER will hold harmless, indemnify and defend KITSAP COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CUSTOMER'S acts, errors or omissions in the performance of the PERMIT. Provided, however, that the CUSTOMER'S obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.

**INDEMNIFICATION:** CUSTOMER hereby agrees to indemnify and to defend KITSAP COUNTY PARKS, and its elected and appointed officials, officers, employees and agents, at CUSTOMER sole expense, and to pay any claim, loss or expense incurred by KITSAP COUNTY PARKS or any third party arising out of CUSTOMER negligence, or claimed negligence, willful acts, or for any other loss or claims of KITSAP COUNTY PARKS or third parties, arising out of CUSTOMER 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, CUSTOMER 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 CUSTOMER'S request, invitation or sufferance, including bodily injury or property damage to third parties, including all attorney fees and costs of defense of any such claim.

For the purpose of this indemnification, the parties specifically and expressly waive any immunity granted under the Washington Industrial Insurance Act, Title 51 RCW. This waiver has been mutually negotiated and agreed to by the parties. The provision of this section shall survive the expiration or termination of the agreement.

**DEFAULT:** Should CUSTOMER default in the performance of any of the terms and conditions of this Agreement; KITSAP COUNTY PARKS may terminate this Agreement at its sole option. CUSTOMER will be liable for the full amount of the fees agreed upon. KITSAP COUNTY PARKS will retain any deposit made by CUSTOMER. CUSTOMER will be given written notice of and an opportunity to correct any default, whenever reasonably practicable, prior to termination.



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**CANCELLATIONS:** At anytime, KITSAP COUNTY PARKS reserves the right to terminate this Agreement upon CUSTOMER default. Cancellations by the CUSTOMER made less than 60 days in advance of the reservation date will result in the loss of all fees required to date (An invoice will be sent for balance due). Cancellation policy is based on original date reserved. In addition, the KITSAP COUNTY PARKS will have the right to terminate all or part of this Agreement at any time, without liability on the part of the KITSAP COUNTY PARKS, upon thirty (30) days written notice; provided, however, this Agreement may at anytime be terminated when the PREMISES are required for public use because of unforeseen emergency. Under such termination, a deposit made by CUSTOMER will be refunded. Please Note: All cancellations will be subject to a \$25 administrative fee.

**SEVERABILITY/NON-WAIVER:** The illegality or inability to enforce any of the provisions of the Agreement will not render the remainder unenforceable if the balance of the Agreement can still be fairly implemented. Waiver by the County of Kitsap of any provision of this Agreement in any specific circumstance will not be deemed a waiver in any subsequent circumstance, or of any other term or provision.