

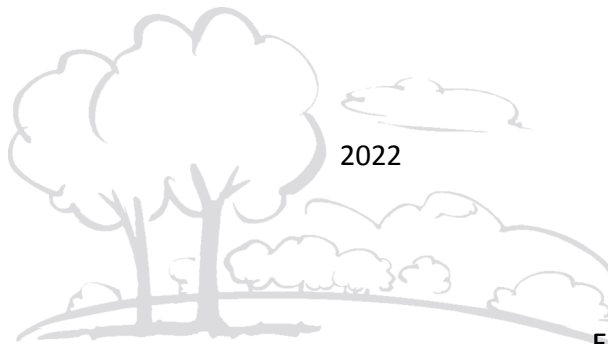


Downtown
Seattle
Association

PARK USE PERMIT

Brochure and Application

Downtown Seattle Association
Parks and Public Spaces
Permitting Department
1809 7th Ave Suite 900
Seattle, WA, 98101



Office: 206 623-0340 x 3232
E-mail: Parks@downtownseattle.org
<https://downtownseattle.org/>

Introduction

Thank you for choosing a Seattle park for your public event. Use permits allow Seattle Parks to prevent conflicts, make necessary maintenance preparations, and avoid overuse of facilities.

Permits are required if any of the following apply:
1) Any amplified sound is planned. 2) Any equipment is brought into a park. 3) The event is publicly advertised. 4) Your gathering will impact normal public use of the park.

Use permits are granted on an application-review basis. To apply for a permit for an outdoor park space and/or facility, please send the attached application to:

Downtown Seattle Association
Parks and Public Spaces
Permitting Department
1809 7th Ave Suite 900
Seattle, WA, 98101
Office: 206 623-0340 x 3232
E-E-mail: Parks@downtownseattle.org

Information regarding reservations for rooms at community centers and other indoor facilities please refer to the following website: www.seattle.gov/parks/facilities/rentals/

To reserve an athletic field please contact the Athletic Field Scheduling Office. For games or practices call 206-684-4077 for league play call 206-684-4082. For more information, please refer to the following website: www.seattle.gov/parks/athletics/facilities.htm

Application

Please complete the attached application form as completely as possible. Answers to the questions should give a full description of all activities planned, all facilities that are needed, date and times of the event and the number of people expected. Wherever you give a "yes" answer on the checklist, please provide a detailed explanation; add pages and maps if needed. Remember to date and sign the application. We will return all un-signed applications, and any incomplete form may cause delays.

Park Use Permit applications are accepted for review on a rolling calendar. Proposed dates can be up to one year in advance. We encourage all event organizers to turn in their applications early, as Park Use Permits are reviewed on a first-come, first-served basis, starting the first of each month. **It can take 5-10 business days to process an application.** The Event Scheduling Office accepts applications at any time for events, but late fees will be assessed to applications received within seven business days; late applications may be denied if Parks determines that there is insufficient preparation time for any aspect of the event

Fees and Charges

Application Fee

Parks charges a non-refundable Park Use Permit Application fee with every permit application. The fee is \$75 unless your event is protected by the First Amendment to the U.S. Constitution, in which case the processing fee is reduced to \$50.

Other fees, explained below, may include but are not exclusive to:

Downtown Seattle Association will work with all organizers to be good stewards of our environment. We will strive to provide safe and welcoming opportunities to play, learn, contemplate and build community

Permit Fees

- \$15 to \$49 per hour Park Fee
- \$95 for Electrical or Water Hookup Fee
- \$75 Late Application Fee (explained under Application section)
- \$100 Commercial Use Fee per surface or display is explained in detail below
- \$25 per vehicle per day Load/Unload Fee. Vehicles permitted to enter parks for load/unload purposes (may not be allowed at certain parks)
- 10% of gross sales or \$30 per booth/canopy fee (explained below)
- Additional use fees, such as table or shelter fees.
- A refundable damage deposit may be required for certain events. Fees are relative to size, setup, attendance, and park/patron impact.
- Upon review of a Park Use Permit application, Event Scheduling staff may determine that Parks staff are required onsite at an event. Applicants will be advised of this requirement during permit review.
- Any damage done to the park during an event (explained below)

Once we process your application, we will send you a confirmation with the cost of your permit. Downtown Seattle Association may require insurance, deposit, and special approvals or permits from other City departments in addition to the above fees. All fees are non-refundable.

Admission, Event Fees, or Sale of Merchandise Fee

Downtown Seattle Association must approve any plan to charge admission or sell any service or product at any event in Westlake Park or Occidental Square. If approved, 10% of gross receipts collected on Parks property or a \$30 per booth/canopy fee (which ever is greater) must be paid to the city. This payment is due to the Parks Permitting office within 10 business days after the event. Please make all checks payable to "DBIA Services" This fee does not apply to bona fide donations or contributions made at a political or religious gathering. (As a rule, in a contribution, the donor alone determines what he/she will give, and receives nothing in exchange. In a sale, the seller, or the seller and buyer, set or suggest a price, and the buyer receives merchandise or a service in exchange for their money.)

Private Use and Restricted Use Fees

There are specific fees associated with a permit that restricts some or all use of a public space to the public. E.g. a large company event for employees only or a ticketed public event. Ask event staff for more details.

Commercial Use/Promotional and Advertising Fees

Parks charges \$100 per surface, per day, for logo-ed advertising in parks. Surfaces include - but are not limited to - banners, signs, tents/canopies, vehicles, inflatables and other structures that include advertising, logos or branding for organizations, services or products. Some structures/vehicles may be considered multiple surfaces. Permit applicants/holders are responsible for all advertising fees and are required to obtain design approval from the Downtown Seattle Association permitting department and must accurately disclose all applicable displays prior to permit issuance.

Damage Mitigation

Damage to turf, trees, shrub beds, hard surfaces, or buildings caused during the event will be charged to the user group at Parks' current labor and material costs. All damage must be repaired to Seattle Parks and Recreation standards.

Insurance

- Please send this section to your insurance broker, agent, or insurer.
- Acceptable evidence of insurance as specified below must be filed with and approved by Seattle Parks and Recreation at least 30 days prior to the scheduled date of an Event on Parks property.
- The only exception to the insurance requirement is if the proposed event is a political activity protected by the First Amendment to the U.S. Constitution **unless** the event includes activity that presents a significant risk of injury because food is sold or served; a stage, scaffolding, tent, or canopy is erected; participants engage in athletics, group exercises, or activity involving physical contact; booths or structures are included; carnival rides; electrical cords, or wires are used; use of generators; any open flame, vehicle or float, inflatable signs; or erecting anything that may fall or collapse.

Insurance Requirements

- The minimum coverage must consist of a Commercial General Liability (CGL) insurance policy or the equivalent with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL) or the multiple limits equivalent. If alcoholic beverages are to be served, host liquor liability coverage must be included.

- If a vehicle enters the park past bollards for setup and/or break-down of the event, there is an additional requirement for automobile liability insurance with a minimum limit of liability of \$1,000,000 CSL or the multiple limits equivalent.
- “The Downtown Seattle Association, DBIA Services and The City of Seattle” must be listed as an additional insured for primary and non-contributory limits of liability. NOTE: THIS IS A GOVERNMENTAL PERMIT. THE GENERAL LIABILITY ADDITIONAL INSURED POLICY OR ENDORSEMENT LANGUAGE MUST BE AS PER THE ISO CG 20 12 ADDITIONAL INSURED ENDORSEMENT FOR GOVERNMENTAL PERMITTING OR EQUIVALENT. “OWNER’S, LESSEES OR CONTRACTORS” ADDITIONAL INSURED LANGUAGE WILL NOT BE ACCEPTED.
- Safeco Insurance Company certificates must have a CG 76 80 “Primary and Non-Contributory” endorsement attached.
- The insurer(s) must provide not fewer than thirty (30) days notice of cancellation, except ten (10) days as respects cancellation for non-payment of premium.
- Certification of insurance, which in addition to a certificate of insurance must include an actual copy of the additional insured provision to the general liability insurance policy (either blanket additional insured language or a designated additional insured endorsement), must be issued to: Downtown Seattle Association
Permitting Department
1809 7th ave Suite 900
Seattle, WA 98101
and must be e-mailed, with rental number, as an attachment to: parks@downtownseattle.org

Deposit

(DSA) may require deposit in these situations:

1. When admission is charged to an event or food or products are sold, in order that the City may be assured of collecting the percentage of gross receipts charged;
2. When an event presents a risk of damage to City/DSA property, in order that the City/DSA may be assured repairs will be made or the City/DSA reimbursed its cost;
3. When the event appears likely to cause the City/DSA unusual clean up or restoration expenses, in order that the City/DSA can cover its probable out-of-pocket costs;
4. When the City’s Noise Control Ordinance, Seattle Municipal Code (SMC) 25.08.520, applies, in order to comply with its terms and conditions;
5. When special services are provided, or extra expenses are anticipated, and the VP, Public Realm & Ambassador Operations administrator determines that a performance bond is necessary to fully protect the City.
6. When the applicant has previously held an event that violated the Seattle Park Code.

The bond or cash deposit is set in an amount which would make the City/DSA whole if the terms and conditions of the use permit were not fully performed.

Approvals/Other Permits

It is an applicant’s responsibility to research and secure all necessary City Permits required for a event other than the Parks Use Permit. Additional permits may be needed to be obtained from other City departments. Please see the list below of possible conditions that would require additional permits and the other City resources to refer to:

Contact the Seattle Fire Department Fire Marshal’s Office at 206-386-1450 if your event includes:

- Use of tents with walls exceeding 400 square feet, or tents without walls with an aggregate area exceeding 700 square feet
- Use of propane or any open flame for heat or cooking operations
- Some events may require an assembly permit (enclosed space more than 99 people or open space with more than 499 people)

Contact the City’s Department of Construction and Inspections at 206-684-8600 if your event includes:

- Building of or use of a stage, platform, bleachers, and/or scaffolding structures
- Any structure greater than four feet in height
- Construction of a booth for sales or displays
- Structures anchored to existing buildings or weighing more than 2,000 pounds
- Any and all proposed construction must be approved by the Downtown Seattle Association

Contact Public Health – Seattle & King County at

206-296-4632 if your event includes:

- Serving, handling, or preparing food

Contact Seattle Public Utilities - 206-684-3453 about:

- Approved types of waste management, recycling, food and beverage approved packaging or the plastic ban or this website:here

Contact the City’s Revenue and Consumer Affairs Office at 206-684-8484 if your event includes:

- Engaging in business activities subject to the City’s business and occupation tax, such as charging admissions or selling any items

Contact the City of Seattle Department of Transportation (SDOT) at 206-684-5098 if your event includes:

- The need to temporarily block off or close any streets or roadways.

Scheduling an Event in Westlake Park or Occidental Square 3

Contact the Seattle Police Department Harbor Patrol at 206-684-4071 if your event includes:

- Any activity on waterways (boat races, swim events, paddle events, and /or any other water-borne event: mooring, fireworks, barges, etc.)
- Harbor Patrol determines whether police staffing is required, or if other agency notification/permission is required.

HOWEVER, if your event is reasonably expected to meet the following criteria:

- Have a substantial impact on such park or other public place; and
- Require the provision of substantial public services (e.g., Seattle Police Department)

You may need to contact the Citywide Special Events

Office at 206-733-9245. specialeventsoffice@seattle.gov

find on the web: [here](#)

Noise and Sound Control

Sound is the one item that can have the biggest impact on a neighborhood and we review carefully.

Except as authorized by the Downtown Seattle Association for specific events and times, it is unlawful to use any public address system, loudspeaker, or other sound-amplifying device in any park. In addition, SMC 25.08.520 (A) makes it unlawful for any person to cause or allow sound from an officially sanctioned outdoor musical event originating in a park to exceed an “Leq” of 95 db(A) for one minute as measured 50 feet from the source. An “Leq” is defined as “The constant sound level that, in any given situation and time period, conveys the same sound energy as the actual time-varying A-weighted sound.”

The Downtown Seattle Association has the discretion to allow or disallow amplified sound during a special event. Alternatively, they may require a park user to comply with a lesser sound level than outlined by the City sound ordinance. Please inquire at the time of booking.

An authorized city official may stop any outdoor musical event as a public nuisance if the decibel level exceeds 105 dB (A) for a total of five minutes in any thirty minute period as measured 50 feet from the source. A copy of the Noise Control Ordinance will be supplied upon request.

Anti-discrimination

As a matter of policy, law, and commitment, Downtown Seattle Association 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 handicap. (SMC 18.12.280).

ADA Compliance

Where possible and within the limitations of each park site, Downtown Seattle Association will make accommodations for persons with disabilities upon request. For assistance call 206-684-4080 or TDD only 206-684-4950. For information or complaints concerning the Americans with Disabilities Act, please call Parks’ ADA Coordinator at 206-684-4950.



Application for Use Permit

Office Use Only

Rental #

Permitting Department
1809 7th Ave Suite 900
Seattle, WA, 98101

parks@downtownseattle.org
phone: 206 623-0340 x 3232

To be accepted your application with the [required site plan](#) must be completed and signed. Fill out in Adobe Reader, type or print information clearly and attach maps, layouts and additional information. Please use US mail or **email** to submit your application.

1. APPLICANT INFORMATION				(Application will not be processed if ANY red boxes are left blank)			
Sponsoring/Producing ORGANIZATION NAME:							
Mailing Address:	Street Address		City,		State		Zip
	Name:		Secondary Contact:	Name:			
	Title:			Title:			
	Phone:	Cell:		Phone:	Cell:		
	Personal Company Email:			Email:			
Demographics	Gender:	Birthdate:	Gender:	Birthdate:			
	Race:		Race:				
	Language Spoken:		Language Spoken:				
Generic Company Email: (optional)				Organization/Event Website: http://www.			

2. EVENT INFORMATION							
EVENT NAME:							
PARK NAME (S) REQUESTED:		Name of Park: <u>ATTACH A DETAILED MAP - REQUIRED</u> , SEE PAGE 6 for specifics					
Event Dates: Indicate Dates/Times open to attendees or list Option 1 and Option 2, etc for single day events (add * if optional date (s); add extra sheet if needed)				Hours: when event starts to when it ends		Expected Daily Attendance: participants volunteers, staff, spectators	
Day 1	Day of week:	Date:	Start Time:	End Time:			
Day 2	Day:	Date:	Start Time:	End Time:			
Day 3	Day:	Date:	Start Time:	End Time:			
Day 4	Day:	Date:	Start Time:	End Time:			
Day 5	Day:	Date:	Start Time:	End Time:			
Event Setup Starts:			Event Take Down Complete:			Total Attendance: (Add all rows & columns)	
Start Date:	Start Time:	End Date:	End Time:				

3. EVENT DETAILS

Has this event been produced before? Yes No		Is this an annual event? Yes No		Previous Name(s) of event:		How many years?	
Are there any changes from previous years? Yes No		Describe Changes:					
Event Type:	Community Festival/Fair		Sporting Event		Other:		
	Run/Walk Event		Protest/Rally				
	Start Time for Run/Walk:		Theatrical Performance				
Is your event ticketed?		Yes	No	If yes, can anyone get a ticket?		Yes	No
						Is \$\$ collected onsite?	Yes No
Is this event public? Yes No		Please check all methods by which the event is advertised: TV Radio Online Billboards Posters Advance Ticket Sales Other:					
Event Purpose:							

4. SITE PLAN

REQUIRED:	Applications will not be accepted without a map. Map must be clear and legible with the following indicated:							
	1. NORTH, indicated by a directional arrow symbol							
	2. Name of Park facility and that of surrounding streets.							
	3. The overall Event Area (include parking if appropriate) inside the park.							
	4. The location of all physical equipment being placed, included but not limited to, any stage(s), vendors, booths, sponsors, tents, signs, barricades, portable toilets, vehicles, food trucks, numbered shelters.							
	5. For runs/walk/swims, etc, must provide proposed route							
6. Any other details you think are helpful.								
Equipment / Set up:		Please check all boxes and/or list numbers that apply (Show all equipment on your attached map)						
Advertising/ Promo Signs # ____ Tents/Canopy/Booths # ____ Portable Restrooms # ____ Vehicle Access # ____ Generator ____ Stage Equip.								
Bounce Toys ____ Fountain off ____ Sprinklers Off ____ Other: ____								
Please list the outside companies/vendors that you are using for any of the checked boxes above:								
Event Set up:		Describe the logistics and set up of your event. Attach additional documents if necessary (Map Required):						

5. VENDORS/ SALES

5. VENDORS/ SALES	Does your event have any on site financial transactions? Yes No		How many Vendors?	
	Serving/selling Alcohol?		Will you be serving food or beverages?	
	Sales:	On-site registrations	Services	Food Truck (s) # ____:
	Food	Beverages	Merchandise	
10% of all sales (food, beverages, admissions, souvenirs, goods and services) on Parks property must be remitted to Downtown Seattle Association within 10 days following the event.				

6 Application for Use Permit

Important Notice: The Downtown Seattle Association has very specific insurance requirements and we cannot permit an event unless those requirements are met

6. AMPLIFIED SOUND/MUSIC	Does your event have any amplified sound? Yes No	What Times are you requesting amplified sound? Start: End:	Is electricity requested <i>20 Amp is house-hold standard</i> Yes No If yes, 20 Amp 50 Amp
7. RECYCLE AND TRASH	Washington State law requires vendors and organizers for festivals, sports facilities, special events, and official gatherings to provide recycling containers at events where beverages in cans and/or bottles are sold. See RCW 70.93.093 for complete language. (Note rentals start/end when equipment is in/out of park)		
<p>Organizer is responsible for ALL trash generated by participants and is required to provide some waste management. More waste control required for food/beverage events. You can find general info and requirements here: https://www.seattle.gov/special-events-office/handbook/recycling-composting-and-waste#Packaging</p> <p>How do you plan to manage your waste?</p>			
8. Special Requests	If you have a special request please list below. <i>A request does not guarantee approval</i>		
9 INSURANCE	Evidence of insurance must be provided to the Permitting Department no later than thirty (30) days prior to the commencement of the event. Park Use Permits will not be issued until insurance requirements have been received, verified and approved. Please allow extra time if using your companies insurance. City requirements are VERY specific.		
<p>The City of Seattle, DBIA Services, and the Downtown Seattle Association, must be listed as additional insured. The Certificate of Additional Insured must be accompanied by the policy change endorsement forms CG 20 12 or CG 20 26 or equivalent or it will not be accepted. Please email your proof of insurance to the Permitting Department, Parks@downtownseattle.org. Please see the Parks and Recreation webpage: http://www.seattle.gov/parks/reserve/park-use-permits for 'Insurance Requirements' document</p>			
10. SIGNATURE	I certify that the information that I have provided on this application is true and accurate to the best of my knowledge. If the event plans change, I will submit a revised application or additional information accordingly.		
Applicant Signature		Date	Applicant Printed Name
<p>By checking this box as an electronic signature, I agree to all the terms and conditions that may apply to the Special Event permitting process and agree that all information contained in this application is true and correct to my knowledge.</p> <p>All documents received by the Special Event Committee are public documents and subject to public disclosure in accordance with the Washington State Public Disclosure Act.</p>			
11. PAYMENT	<p>Once you receive your Date & Time Confirmation you have the following options:</p> <ol style="list-style-type: none"> 1. Call with a Credit Card (all Major cards) 2. Come by the office Monday through Friday 10am-3pm. 3. Mail a check made out to "DBIA Services" to the Downtown Seattle Association at 1809 7th ave Suite 900 Seattle, WA, 98101. 		

General Terms and Conditions for Special Events in Seattle Parks

Retain Permit: The user must retain a copy of their permit on the premises throughout the scheduled event.

Laws and Rules: The User shall comply with all state laws, City ordinances, regulations of the Superintendent of Seattle Parks and Recreation (Parks) applicable to activities in City parks, and any lawful order of a Departmental representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.

Condition of Premises: By entering into possession, the User accepts the premises in their present condition. The User may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit, the User shall promptly return the premises in as good condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.

Approval Required: The following activities are NOT ALLOWED without advance written approval from DSA: the sale of food, beverages, goods or merchandise; charging admission or fees for services; alteration, painting, or construction on any Seattle Parks structure (if applicable).

Responsibility: The User assumes responsibility for all activities it conducts during the event, including but not limited to, supervision and control to prevent injury or damage; maintenance of the premises during the use; picking up bottles, debris and refuse; and providing security to maintain order. Parks disclaims any liability from, and the User agrees not to hold Parks and DSA liable for, all harm that may arise from the event authorized by this permit.

Departmental Access: Parks and DSA authorized representatives shall have free access to the premises at any and all times. Parks may make repairs or alterations to the premises during the use period as long as the same does not unreasonably interfere with the use of the premises for the planned event. As determined by the Superintendent. Parks and DSA staff may interfere with the User's use of the premises for repair and alteration work resulting from an emergency.

Cancellation, Relocation by Department: Parks and DSA may, without liability, upon giving as much advance notice to the User as practical, cancel or terminate a Permit or relocate a scheduled use to a nearby available location if the premises are closed for repairs, necessary utilities or services cannot be supplied or a supervening order of a governmental officer or agency makes it necessary.

Revocation: Parks and DSA may revoke a permit and/or stop a use in progress if the User fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 (noise ordinance), the rules and regulations of the Superintendent, the terms and conditions of their permit or an approval required under Section 4; the User fails to secure a necessary permit; and/or after a warning, the User disregards a lawful order of an authorized representative of Parks/DSA or engages in activity that may cause injury to the public or damage to the premises.

No Assignment: The permit and the permission granted may not be assigned, nor the premises sublet, without the prior written consent of DSA.

Indemnity: The User shall indemnify and hold the City of Seattle, DBIA Services, and the Downtown Seattle Association harmless from any and all claims, actions, losses and damages to person or property (including but not limited to attorneys fees and expenses) suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the User on or about the premises.

In the event that any lawsuit based upon any such claim, action, loss, damage or cost is brought against the City, DBIA Services, or the Downtown Seattle Association, the User, after being notified that such lawsuit has been started, shall defend such lawsuit at no expense to the City, DBIA Services, or the Downtown Seattle Association; and if, in such lawsuit, a final judgment is rendered against the City, DBIA Services, or the Downtown Seattle Association, or against the City, DBIA Services, or the Downtown Seattle Association, and the User, jointly, the User shall promptly satisfy such judgment.

The User's liability under the indemnification agreement shall not be reduced by any City or DSA negligence; provided, that nothing shall require the User to indemnify the City or DSA against the sole negligence of any City or DSA officer, employee or agent acting within the scope of such person's employment.