



# KITSAP COUNTY PARKS ADVISORY BOARD MEETING

---

**DATE:** Wednesday, October 20, 2025  
**TIME:** 6:00 PM - 8:00 PM  
**LOCATION:** This is a hybrid meeting. It will be held in-person at the Eagle's Nest Community Center (1195 Fairgrounds Road, Bremerton) and on Zoom.  
Zoom link will be posted on the [home page](#) of Kitsap County Parks website on the day of the meeting. The link is the bottom right-hand side under the heading: **Upcoming Parks Advisory Board Meeting.**

---

Pre-Meeting: Virtual meeting format, information, and instructions

- I. Welcome & Introductions**
- II. Adoption of the September 17, 2025 meeting minutes**
- III. Public Comment (3-minute limit/person)**  
*Public comments are welcome at this time. If you have questions or are seeking information from the Parks Department, please contact us at [parks@kitsap.gov](mailto:parks@kitsap.gov) so that your inquiry may be directed to the appropriate Parks Department staff for a response.*
- IV. Special Presentations/Reports**
  - a. Nominating Sub-Committee (appointed by Chair) Chair
  - b. Events Policies Update Alex Hardy
  - c. Tidelands Easement Alex Wisniewski
  - d. Olney Creek Fish Passage Project Alex Wisniewski
- V. Parks Report**
  - a. Director's Report Alex Wisniewski, Alex Hardy, Irene Weber, Carmen Smith, Bre Ganne
  - b. 2026 Budget Update Alex Wisniewski
- VI. Sub-Committee Meetings (since last PAB meeting)**
  - a. None
- VII. District Representative Reports**
- VIII. Public Comment (3-minute limit/person)**
- IX. Adjournment**



# KITSAP COUNTY PARKS ADVISORY BOARD MEETING

## 2025 Sub Committee Assignments

Sub Committee	Type	Focus Area	PAB Members	Parks Staff <i>(may vary by topic)</i>
Finance & Budget	Standing (per by laws)	<ul style="list-style-type: none"> <li>• Operating Budget</li> <li>• Funding Opportunities</li> </ul>	Linda Nancy Larry	Parks Director
Capital Projects & Parks	Standing (per by laws)	<ul style="list-style-type: none"> <li>• Capital Projects Program</li> <li>• M&amp;O Program</li> </ul>	Lisa Dawn Jon Amy	Parks Planner M&O Supervisor
Community Outreach & Visitor Services	Ad Hoc	<ul style="list-style-type: none"> <li>• Events and Rentals Program</li> <li>• Marketing</li> <li>• Volunteer Program</li> <li>• Youth Engagement</li> </ul>	Nancy Jessica	Marketing & Events Supervisor Natural Resources Supervisor
Planning & Property	Ad Hoc	<ul style="list-style-type: none"> <li>• Planning Program</li> <li>• Natural Resources Program</li> <li>• Land Acquisition &amp; Divestiture</li> <li>• Park Code</li> </ul>	Lisa Dawn Linda Jon	Parks Planner Natural Resources Supervisor

## 2025 Agenda Items and Sub-Committee Meetings

Month	Task or Agenda Item	Board or Sub-Committee Assignment
January	Board Chair and Vice Chair Elections	Board (completed in October 2024)
	PAB Annual Workplan	Board
	Sub-Committee Assignments	Board
	Events Year in Review	Board
February	PROS Plan	Board
	PAB Annual Workplan	Board
	Sub-Committee Assignments	Board
March	PROS Plan	Board
	Sub-Committee Assignments	Board
April	PROS Plan	Board
May	CIP Priority Methodology Development	Capital Projects & Parks
	Maintenance & Operations Study	Board
June	CIP Priority Methodology Development	Capital Projects & Parks
	Forest Restoration & Stewardship Policy	Planning & Property
	Draft CIP Development	Capital Projects & Parks
July	Forest Restoration & Stewardship Policy	Board
	Events Policy and Fee Schedule	Community Outreach & Visitor Services
August	Draft CIP Development	Board
	Forest Restoration & Stewardship Policy	Board
	Events Policy and Fee Schedule	Community Outreach & Visitor Services
September	2026 Budget Development	Board
October	Nominating Sub-Committee (appointed by Chair)	Chair
	Events Policy and Fee Schedule	Board
November	Forest Restoration & Stewardship Policy	Board
December		

**KITSAP COUNTY PARKS ADVISORY BOARD**  
**DRAFT** September 17, 2025  
**MEETING MINUTES**

The meeting was called to order at **6:03 PM** by Vice-Chair **Dawn Dockter**. Meeting guidelines were read aloud.

**WELCOME AND INTRODUCTIONS**

**ADOPTION OF MINUTES**

**Review of August 20, 2025, Meeting Minutes**

- **Motion:** Linda Berry Maraist moved to adopt the minutes.
- **Second:** Dawn Dockter
- **Discussion:** None
- **Vote:** Unanimous approval. No opposition.  
→ **August minutes approved.**

**PUBLIC COMMENT PERIOD –**

**Comments regarding the Forest Restoration and Thinning Project at Banner Forest Heritage Park:**

- Sunnie Merritt, *Save Banner Forest*
- MJ Dunlap, *South Kitsap resident*
- Peter Steinle, *Save Banner Forest*
- Lisa Soete, *Save Banner Forest*
- Andre Harness
- Monica Newby
- Dan Erland, *Port Orchard resident*
- Carrie Guthrie-Whitlow
- Jimmy Danko

**Additional Comments:**

- **Marion Allen**, *Poulsbo resident*
  - Native Plant Group appreciated the Noxious Weed Department's Native Plant Workshop and Irene Weber's support.
  - Expressed safety concerns at Port Gamble Forest Heritage Park; requested pedestrian-only trails.
- **Joe Lubischer**
  - Commented on habitat quality and impacts of thinning at North Kitsap Heritage Park.

**SPECIAL PRESENTATIONS/REPORTS –**

**2026 Budget Submission Highlights –**

- **Countywide Budget Shortfall:** Kitsap County faces an \$8 million deficit; all departments are required to make reductions.
- **Parks Department Budget Adjustments:**
  1. **Forest Steward Fund**
    - 10-year projections show sustainability concerns.

- Plan to absorb fund into the General Fund.
- 2. **2026 Budget Cuts**
  - Parks must reduce its budget by **\$197,646**.
  - Strategies include eliminating two vacant FTEs, reducing extra help, increasing revenue, and cutting expenses.
- 3. **Operational Changes**
  - Reorganize department structure for improved efficiency.
  - Move Volunteer Program to Administration.
  - Propose staffing changes in Events and Natural Resources.

## **PARKS REPORT**

### **DIRECTORS REPORT –**

Capital Project Program Update -

- **Point No Point Beach & Shoreline Repair**
  - Construction is underway and on schedule for November completion.
- **North Gateway Parking Lot**
  - On track for October completion, it remains within budget.
- **Eagle’s Nest Deck Rebuild**
  - Contract in process; construction expected to begin in October.
- **Indianola & Suquamish Sports Courts**
  - Cost estimates exceeded budget; projects deferred to 2026 and will be re-bid.

### **SUB-COMMITTEE REPORTS –**

- None

### **DISTRICT REPRESENTATIVE REPORTS –**

- North District | No report
- Central District | No report
- South District | No report

### **PUBLIC COMMENT**

- Cheryl Klampe-Van Hess – Banner Forest thinning project
- Grace Steinle – Banner Forest thinning project
- MJ Dunlap – Banner Forest thinning project
- David Onsted, *Port Orchard resident*
  - Encouraged applying for state and federal grants; suggested increased volunteer involvement.
- Sunnie Merritt
  - Expressed concerns about lack of clarity in the plan for volunteers; asked for a definition of “big tree”; offered to assist with grant applications.

→ The Director requested that public comments requiring a response be sent to [parks@kitsap.gov](mailto:parks@kitsap.gov)

### **ADJOURNMENT**

- **Motion:** Linda Berry Maraist moved to adjourn.
- **Second:** Nancy Whitaker
- **Discussion:** None
- **Vote:** Unanimous approval. No opposition.

→ Meeting adjourned at 7:55 PM.

**PARKS ADVISORY BOARD MEETING | ATTENDANCE**

PAB MEMBERS	STAFF	PUBLIC (In Person)
Linda Berry Maraist - North	Alex Wisniewski - Director	Online public attendee names not captured
Dawn Dockter - South	Bre Ganne – M&O Supervisor	
Lisa Hurt - North	Alex Hardy – Marketing and Events Supervisor	David Onstad
Nancy Whitaker - Central	Chuck Cuzzetto – Communication and Public Relations Coordinator	MJ Dunlap
Jessica Rice – South		Lolita Adrien
		Hank Anderson
		Suzanne Holland
		Sunnie Merritt
		Elena Collins
		Charlen G
		Ginger Erland
		Dan Erland
		Baylee Avery
		Lisa Soete
		Peter & Grace Steinle
		Rick & Sandy Verhelst
		Shelly Newman
		Dennis Smith
		Matt Walker
		Andre Harness
		Kathy Temper
		Monica Newby
		James Danko
		Georgianna Allen
		Cheryl Klampe-Van Hess
		Jay Van Hess





**Parks Department**  
1195 NW Fairgrounds Road, Bremerton, WA 98311  
Mailing address: 614 Division, MS-1, Port Orchard, WA 98366  
Phone (360) 337-5350 • Fax (360) 337-5385  
www.kitsapgov.com/parks

---

Alex Wisniewski, Director

# Director's Report

**Date:** 10/22/2025  
**To:** Parks Advisory Board  
**From:** Alex Wisniewski, Parks Director

---

## Administration Program

### Tidelands Easement at Port Gamble Forest Heritage Park

Pope Resources, LLC and Olympic Property Group, LLC have completed the in-water clean-up and restoration work at the Port Gamble Bay and Mill Site. Now that the work has been completed, the Port Gamble S'Klallam Tribe is seeking an easement from Kitsap County that overlays the tidelands that are within the boundaries of Port Gamble Forest Heritage Park. The easement is intended to provide permanent protection for the habitat restoration project area. *Attachment C* contains additional information including a map of the proposed easement location.

### WSDOT Fish Passage Project at Veteran's Memorial Park

The Washington State Department of Transportation is carrying out 5 culvert improvement projects in Kitsap County and one of them is projecting to impact Veteran's Memorial Park. Olney Creek runs under SR 166 (Mile Hill Road) near the south end of the park. Kiewit Corporation is under contract with WSDOT for the project and is investigating how best to carry out the construction. *Attachment D* outlines four alternatives for the project that include:

1. **Temporary Roadway By-Pass to North.** This alternative involves constructing a temporary road and bridge through Veteran's Memorial Park while construction is underway.
2. **Full Closure of SR 166 (Mile Hill).** This alternative closes Mile Hill to all traffic during construction and re-routes traffic on existing roads. This is Kiewit's desired alternative, but it has been denied by the City of Port Orchard.
3. **Temporary Roadway By-Pass to South.** This alternative is similar to alternative 1 but is not feasible due to the span of the temporary bridge needed.
4. **Staged Construction.** This alternative closes half of Mile Hill Road while the other is under construction and then repeats with the other side. This was also determined not to be feasible due to the height of the constructed wall under the roadway.

Kiewit is seeking permission to impact Veteran's Memorial Park via alternative 1.

### **Maintenance Management Software**

Kitsap County Parks and Facilities have been using a maintenance management software program called Asset Essentials. Use of the program began in 2018, but it was never set up correctly or completely and, because of this, has not been very functional for either Parks or Facilities. Over the past couple of years, staff have been evaluating Asset Essentials and comparing it to Cartegraph, a more robust software program used by multiple divisions in the Public Works department. The purpose of the evaluation was to determine if Parks should invest further in Asset Essentials to get it functioning properly or to, instead, invest in Cartegraph. Both software programs offer somewhat similar basic functions – asset tracking, work orders, preventative maintenance, etc. – but Cartegraph’s platform has a more robust integration with GIS, which offers the ability to have greater cross-departmental information and data sharing between Parks, Public Works, and Facilities. Additionally, there is also some uncertainty surrounding the future of Asset Essentials and its continued support by its parent company. Given this, Parks and Facilities have been collaborating with each other and with IS and the Budget Office to develop a plan to transition to Cartegraph that includes a timing overlap with Asset Essentials and absorbing costs into current operational budgets. Public Works already has a contract with Cartegraph so Parks and Facilities would be added via a contract amendment.

### **RCO Grant Compliance Update**

Parks staff met with RCO staff on September 18, 2025 to discuss compliance issues pertaining to Kitsap County Park grant locations, some of which date back decades. The table below is an update to a table shared with the BoCC in March 2024 and includes a summary of each issue and its current status.

<b>Location</b>	<b>Compliance Issue</b>	<b>Status</b>
Silverdale Waterfront Park	Conversion required to accommodate a stormwater pump station.	Kitsap County has submitted all the necessary documentation for the conversion. RCO staff is taking this to NPS for concurrence.
Old Mill Park	Conversion required to accommodate the widening of Bucklin Hill Road.	Kitsap County has submitted all the necessary documentation for the conversion. RCO staff is taking this to the RCO Director for approval.
North Kitsap Heritage Park	Conversion required to accommodate two easements issued by Public Works in 2021.	Parks is beginning the conversion process.
Laughlin Cove	Ineligible structures (house, decks, cistern) on the property.	Resolved.
Anderson Landing	Encroachment of private property development into the park.	Parks has put this on its real estate project needs list – the first step is a survey to determine property boundary lines and if an encroachment has occurred.
Harper Park	Encroachment of private property development into the park.	Parks has put this on its real estate project needs list – the first step is a survey to determine property boundary lines and if an encroachment has occurred.



**Parks Department**

1195 NW Fairgrounds Road, Bremerton, WA 98311  
 Mailing address: 614 Division, MS-1, Port Orchard, WA 98366  
 Phone (360) 337-5350 • Fax (360) 337-5385  
 www.kitsapgov.com/parks

Alex Wisniewski, Director

Wicks Lake Park	Lack of park development within required timeline.	Parks is improving the parking area and installing signage as an intermediate solution. Park planning to achieve grant requirements is included on the CIP.
Buck Lake Park	New septic drain field for Greater Hansville Community Center's buildings will encroach on the grant boundaries.	Resolved.

➤ *Supports PROS: Goal PR-4, Objective 4.1*

**Volunteer Program**

**Program Restructure**

Park staff have been actively working on updates to the Volunteer Program. Parks staff are setting up meetings with stewards in late October and early November to gather feedback before presenting the revised program to the Board of County Commissioners.

➤ *Supports PROS: Goal PR-1, Objective 1.6 (Action 1.6.3), Goal PR-1, Objective 2.2 (Action 2.2.1), Supports PROS: Goal PR-4, Objectives 4.2 (Action 4.2.1),*

**Volunteers By the Numbers and Calendar**

- 2025 Volunteer Hours: 33,385 as of 9/30
  - Washington Youth Academy completed the 25th work party of the year (See Attachment A)
  - Navy completed the 12th work party of the year.
  - Kitsap Salmon Tours @ Chico Salmon Park - November 1
- *Supports PROS: Goal PR-2, Objectives, 2.2 (Action 2.2.2), Goal PR-4, Objective 4.2 (Actions 4.2.1, 4.2.2), Objective 4.4 (Actions 4.4.1, 4.4.2, 4.4.3, 4.4.5, 4.4.6, 4.4.7), Goal 6.3, Objective 6.3 (Action 6.3.2)*

**Marketing & Events Program**

**Marketing**

In July 2025, Parks communications staff created a “fun” calendar to promote events in Kitsap County Parks on social media in honor of National Park and Recreation Month. Due to the overwhelmingly positive response, the team has decided to continue creating and sharing the calendars each month. The October calendar is attached, please see *Attachment B*.

➤ *Supports PROS: Goal PR-4, Objective 4.1 (Action 4.1.3)*

**Event Policy Update**

Kitsap County Parks has continuously refined its event and facility management policies to improve fairness, efficiency, and sustainability across all park venues. The 2025 policy update represents the culmination of a multi-year effort to align event procedures, rental fees, and community use standards countywide.

### Key Project Milestones

- 2019 – Foundation Year
  - KCS Consulting, LLC, conducts a long-term sustainability study on the fairgrounds and event center facility rental program.
  - Approved new athletic field policies for Gordon and Lobe Fields.
  - Standardized athletic rental fees to align with Central Kitsap School District rates.
  - Policies formally approved by the Board of County Commissioners (BoCC).
- 2020 – Expansion of Governance
  - BoCC approved comprehensive policies for the Fairgrounds and Event Center.
  - Introduced consistent rental and cancellation fee structures.
  - Policies informed by KCS Consulting's 2019 Sustainability Study.
- 2021 – Program Integration
  - Expanded event program to include athletic fields, picnic shelters, community buildings, and special park events (formerly rented by M&O)
  - Reviewed and updated rental policies on a weekly basis to ensure compliance with evolving CDC Covid guidelines for events.
  - Established a unified framework for event scheduling and operations.
- 2022–2023 – Data and Evaluation Period
  - Event activity reduced due to the pandemic.
  - Maintained existing policies for rentals and events.
  - Conducted event usage research to guide future revisions.
- 2024 – Policy Consolidation
  - Developed unified event policies across all facility types.
  - Gathered community feedback to ensure equitable access and responsiveness to user needs.
- 2025 – Comprehensive Policy Update
  - Incorporated stakeholder feedback into final revisions.
  - Introduced changes addressing event fees, park impact mitigation, legal updates, fire permit requirements, and clearer definitions.
  - Ensured alignment across athletic fields, community buildings, fairgrounds, picnic shelters, and special park events.

The updated 2025 Event Policies deliver a transparent, consistent, and community-centered framework for managing all Kitsap County Parks events. These updates promote responsible use of public spaces, enhance operational clarity, and strengthen partnerships between event organizers and the Parks Department. *Parks staff will present on the proposed updated Event Policies and Fees.*

➤ *Supports PROS: Goal PR-5, Objective 5.1 (Action 5.1.2)*

### **Events By the Numbers and Events Calendar**

Data on the number of reservations at each of the Parks Facilities is attached; please see *Attachment A*.

- Outward-facing events calendar: [Kitsap County Parks Event Calendar \(kitsapgov.com\)](https://www.kitsapgov.com)
- Online reservations and payment portal: [Kitsap County Parks > Home \(recdesk.com\)](https://www.kitsapgov.com/RecDesk)



**Parks Department**

1195 NW Fairgrounds Road, Bremerton, WA 98311  
 Mailing address: 614 Division, MS-1, Port Orchard, WA 98366  
 Phone (360) 337-5350 • Fax (360) 337-5385  
[www.kitsapgov.com/parks](http://www.kitsapgov.com/parks)

Alex Wisniewski, Director

<b>November Public Events</b>		
<b>Event</b>	<b>Date</b>	<b>Location</b>
<a href="#">Kitsap Salmon Tours</a>	November 1	Chico Salmon Park
<a href="#">Big Top Gun Show</a>	November 8-9	Presidents Hall at Fairgrounds & Events Center
P.E.O Holiday Marketplace	November 8	Eagles Nest at Fairgrounds & Events Center
<a href="#">Western Washington Australian Shepard Association</a>	November 8 -9	Van Zee at Fairgrounds & Events Center
Veterans Day Celebration	November 11	Pavilion at Fairgrounds & Events Center
<a href="#">Jingle Fest Holiday Craft &amp; Gift Show</a>	November 15	Presidents Hall at Fairgrounds & Events Center
<a href="#">Kitsap Mineral and Gem Society</a>	November 22-23	Presidents Hall at Fairgrounds & Events Center
<a href="#">Holiday Gift &amp; Food Fair</a>	November 21-23	Pavilion at Fairgrounds & Events Center
<a href="#">Silverdale Rotary Turkey Trot</a>	November 27	Newberry Hill Heritage Park

**BoCC-Sponsored Events**

<b>Event</b>	<b>Status</b>	<b>2025 Attendance</b>
Martin Luther King Jr. Day	January 20, 2025	300
Military Appreciation Day	March 15, 2025	1,200
FARM Days	May 19-20, 2025	3,000
Veterans Day Ceremony	November 11, 2025	
Toys for Tots	December 13, 2025	

*The Commissioner's Office and Parks are partnering on the implementation of 2024 Board-directed changes to the County's event support practices. Changes will be communicated to event organizers in early 2025 in close collaboration with Board members. Implementation of the changes will not take place until 2026.*

**Maintenance & Operations**

**Park and Facility Maintenance**

In September, visitation slows down, and staff began to tackle fall cleanup. These include restroom cleaning, trash removal, litter pickup, graffiti removal, hazard identification, and routine tasks such as mowing, trimming, and leaf blowing. Notable accomplishments in September include:

- Long Lake Well failed a total coliform test. Staff treated the well and distribution system, completed the State paperwork and passed repeat sample tests to remain in compliance.
- Washington Youth Academy assisted with grounds maintenance at Island Lake Park including weeding and raking beach and forest areas, clearing trail and general fall debris cleanup.

- Big Belly trash cans were pressure washed, and park signs were cleaned at South Kitsap Regional Park.
  - Ditches and check dams at Anderson Hill and Guillemot Cove were maintained
  - Decking repairs to Kitsap Kids playground at the Fairgrounds upon reopening after summer closure.
  - Repairs to the gate at the ARCS airfield at Coulter Creek Heritage Park
  - Repairs to the doors at Silverdale Waterfront Park
  - Repair and replacement of chain gate at Long Lake Park that was stolen
  - New vanities with LED lighting and updated GFCI outlets were installed at Long Lake Park Community Center.
  - Kola Kole Park perimeter landscaping and tree pruning was completed
  - Broken bollards were repaired at South Kitsap Regional Park and Wildcat Lake Park
  - All Fire lanes were painted at Island Lake Park and the Fairgrounds
- *Supports PROS: Goal PR-6, Objective 6.1 (Action 6.1.2, 6.1.3), Objective 6.5 (Action 6.5.2)*

### **Trail Maintenance**

Trail corridor clearing continued at Banner Forest Heritage Park and Port Gamble Heritage Park in September. Staff also supported:

- Newberry Hill Heritage Park, clearing downed trees
  - Eglon Forest Park, trail brushing and preparing for Community Opening event.
  - Banner Forest Heritage Park, trail brushing and blowing organic debris.
  - M&O staff transported a portable sani-can to multiple Washington Youth Academy events hosted by Park Stewards at Newberry Hill Heritage Park
- *Supports PROS: Goal PR-6, Objectives 6.3 (Action 6.3.1, 6.3.2), Objective 6.4 (Action 6.4.1)*

### **Ballfield Maintenance**

Work in September included:

- At Bill Bloomquist Rotary Park, the infield replacement project is being finalized and left to settle in for the winter.
  - Cooler weather made it possible to end irrigation scheduling in early September to save on utility costs.
  - A 4" water line broke and was repaired quickly at Lobe Fields
  - At Lobe Fields and South Kitsap Regional Ballfields, irrigation boxes were uncovered, repaired and winterized.
  - Fall Field Operations have begun, top dressing, aeration and overseeding. Fields are getting in shape for the fall sports season.
  - Washington Youth Academy assisted with ballfield and grounds maintenance at Lobe Fields including:
    - Blackberry removal from fences and fields
    - Weeding of warning tracks and infields.
- *Supports PROS: Goal PR-6, Objective 6.1 (Action 6.1.2, 6.1.3), Objective 6.5 (Action 6.5.2)*

### **Unplanned Maintenance: Vandalism and HEART**

Staff responded to multiple incidents of vandalism and encampment cleanup:

- Abandoned camps were cleaned up at Old Mill Park, Erlands Point Preserve and several areas within Illahee Preserve Heritage Park in coordination with HEART.
- Repeated graffiti removal was required at the South Kitsap Regional Park bathrooms.



## Parks Department

1195 NW Fairgrounds Road, Bremerton, WA 98311  
Mailing address: 614 Division, MS-1, Port Orchard, WA 98366  
Phone (360) 337-5350 • Fax (360) 337-5385  
[www.kitsapgov.com/parks](http://www.kitsapgov.com/parks)

Alex Wisniewski, Director

- Many bags full of trash were removed from the trails area surrounding the site of the fire at South Kitsap Regional Park after the fire was out. Staff is coordinating with HEART to ensure the hidden areas of the trail system are accessible and uninhabited.

## Natural Resources Program

### Forest Stewardship and Restoration Projects

#### Port Gamble Forest Heritage Park

The restoration project at Port Gamble Forest Heritage Park is ongoing; as of September 15, 2025, 3 of the 4 units have been completed. Work is completed in the northern section of the Mountain Bike Ride Park unit and two units along the G-1020 road near Secret Squirrel Trail. Thinning is nearly complete in the unit along the Ranger Corridor. Park staff have weekly site visits to oversee work and meet more frequently with contractors as necessary.

These selective thinning ‘treatments’ remove trees in dense stands to create conditions that facilitate tree growth, increase resiliency to insects, disease, expected climate change, potential wildfires and improve habitat quality and overall ecological function of the forest. Reducing forest density also lessens competition between trees, lessens physiological stressors on the forest, and allows the remaining trees to become more resilient. Additionally, openings created in the canopy will allow light to reach the forest floor and encourage the reestablishment and growth of understory vegetation. Healthy, vigorous understory vegetation will improve wildlife habitats, resist invasive species establishment, and create more visually appealing conditions.

- *Supports PROS: Goal PR-2, Objective 2.1 (Actions 2.1.2, 2.1.3, 2.1.4)*

### Environmental Assessments

Contracted environmental assessments have begun at the Eglon Forest property. Biologists and Ecologists from AECOM are performing vegetation mapping and wildlife habitat utilization surveys. This information will be used by Park staff to help identify natural resource management needs, sensitive areas, and inform planning processes. This work will continue in Port Gamble Forest and Coulter Creek Heritage Parks in 2026.

- *Supports PROS: Goal PR-2, Objectives 2.1 (Actions 2.1.2, 2.1.3, 2.1.4), Objective 2.2 (Action 2.2.1), Goal PR-3, Objective 3.2 (Action 3.2.1)*

### Education and Outreach

Park Natural Resource staff have recently participated in several education and outreach events throughout the community:

- Kitsap Environmental Coalition Forest Stewardship Workshop
  - Presentations on vegetation mapping and forest resiliency
  - Assisted with forest restoration field trip on Great Peninsula Conservancy’s Grovers Creek Preserve
- WSU Extension Float with a Scientist
  - Presentation on plant communities and plant identification

- DCD Noxious Weeds Program Native Plant Workshop
  - Keynote presentation on plant communities
- Great Peninsula Conservancy Newberry Woods Community Forest Site Tour
  - Assisted with forest resiliency communication and technical expertise
- *Supports PROS: Goal PR-4, Objectives 4.2 (Action 4.2.2), Objective 4.4 (Actions 4.4.3, 4.4.5, 4.4.7)*

## Planning & Capital Program

### Planning

#### Gordon Park Master Plan

Parks is beginning a master planning effort for Gordon Park. Through community engagement and site analysis, the Master Plan will establish a community vision for the future of the park and identify future development and amenities. Preliminary concepts include an accessible and inclusive playground with the potential to replace the current Kitsap Kids Playground and improvements to the Gordon 2 soccer field. Kitsap County released a Request for Qualifications (RFQ) in September, which is intended to seek proposals from consulting firms to work with County staff to facilitate the planning process. Work is expected to begin in 2026 and will include opportunities for public participation.

- *Supports PROS: Goal PR-1, Objective 1.3 (Action 1.3.2), Objective 3.2 (Action 3.2.1)*

### Capital

#### Fairgrounds and Events Center – Tennis Courts

Contract KC-465-17 memorializes the shared use of the tennis courts and Lobe Fields (2 & 3) at the and provides the authority for Central Kitsap School District to make capital improvements to the property. As such, Central Kitsap School District has begun work to rebuild the six tennis courts to repair drainage issues and replace the cracked surface. Construction began on June 16 and was completed at the end of September. One of the six courts is lined for pickleball.

- *Supports PROS: Goal PR-1, Objective 1.6 (Action 1.6.1, 1.6.3), Goal PR-6, Objective 6.5 (Action 6.5.3)*

#### Point No Point Park Beach and Shoreline Repair

The contract for construction services was approved on August 11, 2025 with Pacific Civil & Infrastructure Inc. Construction began on September 3, 2025, and completion is targeted to occur in November.

- *Supports PROS: Goal PR-6, Objective 6.5 (Action 6.5.1)*

#### Port Gamble Forest Heritage Park – North Gateway Trailhead

Construction began on July 7, 2025, and completion is anticipated by the end of October.

- *Supports PROS: Goal PR-4, Objective 4.1 (Action 4.1.2)*

#### Eagle's Nest Deck Replacement

The deadline for bid submissions closed on August 28, 2025. FPH Construction was awarded the bid, and the contract was approved by BoCC on September 22, 2025. A pre-construction meeting was held on October 9, 2025. Construction is expected to last approximately 6 weeks.

- *Supports PROS: Goal PR-5, Objective 5.3 (Action 5.3.2), Goal PR-6, Objective 6.5 (Action 6.5.1)*

#### Suquamish Sport and Indianola Tennis Courts.

Securing a contractor to perform these projects has been challenging due to high cost estimates and contractor availability. Parks and Public Works CFD staff are pursuing other



## **Parks Department**

1195 NW Fairgrounds Road, Bremerton, WA 98311  
Mailing address: 614 Division, MS-1, Port Orchard, WA 98366  
Phone (360) 337-5350 • Fax (360) 337-5385  
[www.kitsapgov.com/parks](http://www.kitsapgov.com/parks)

---

Alex Wisniewski, Director

options to move these projects forward. Given this, these projects have been pushed to 2026.

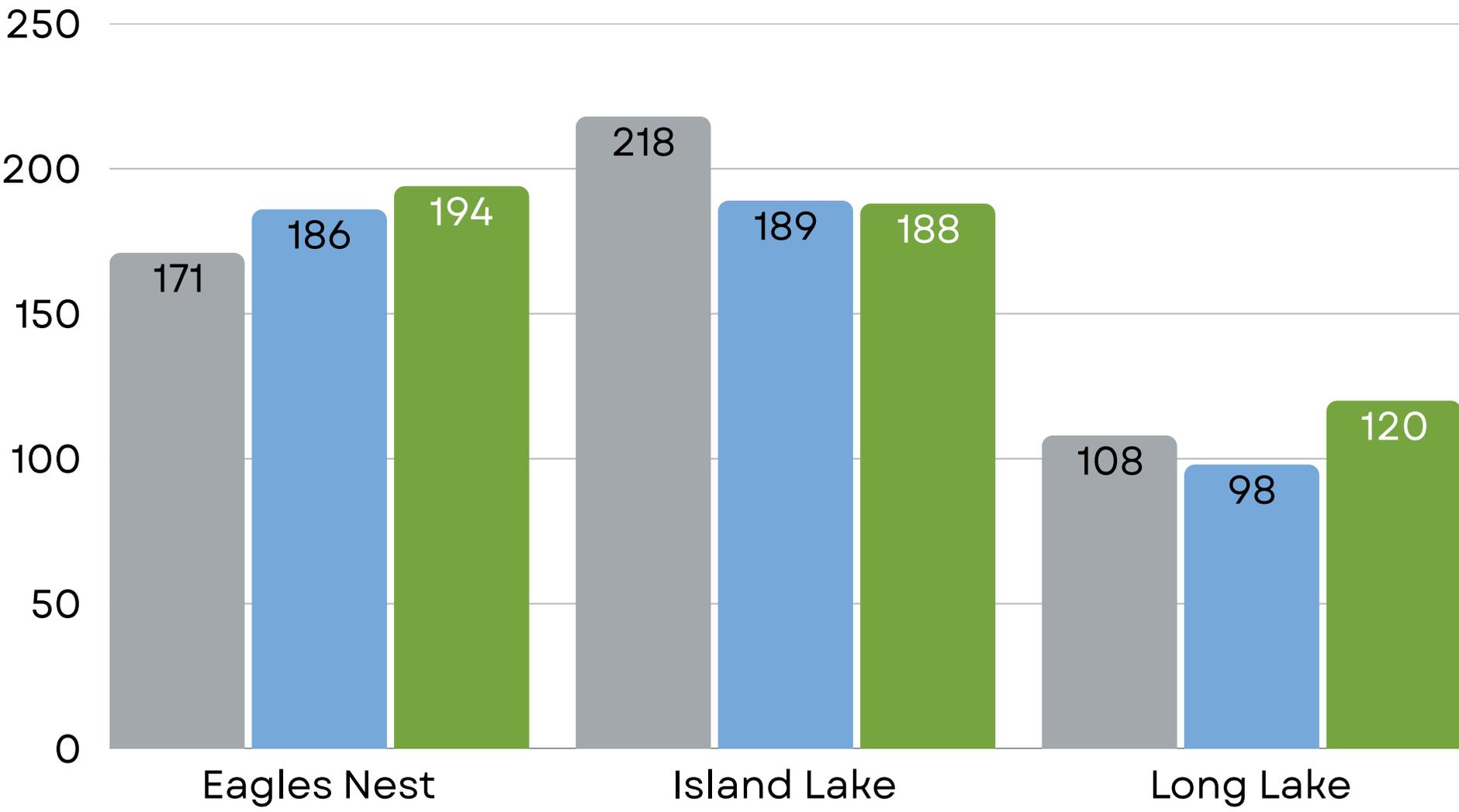
- *Supports PROS: Goal PR-1, Objectives 1.3 (Action 1.3.1), Objective 1.4 (Action 1.4.1), Goal PR-5, Objective 6.5 (Action 6.5.1)*

### **Attachments:**

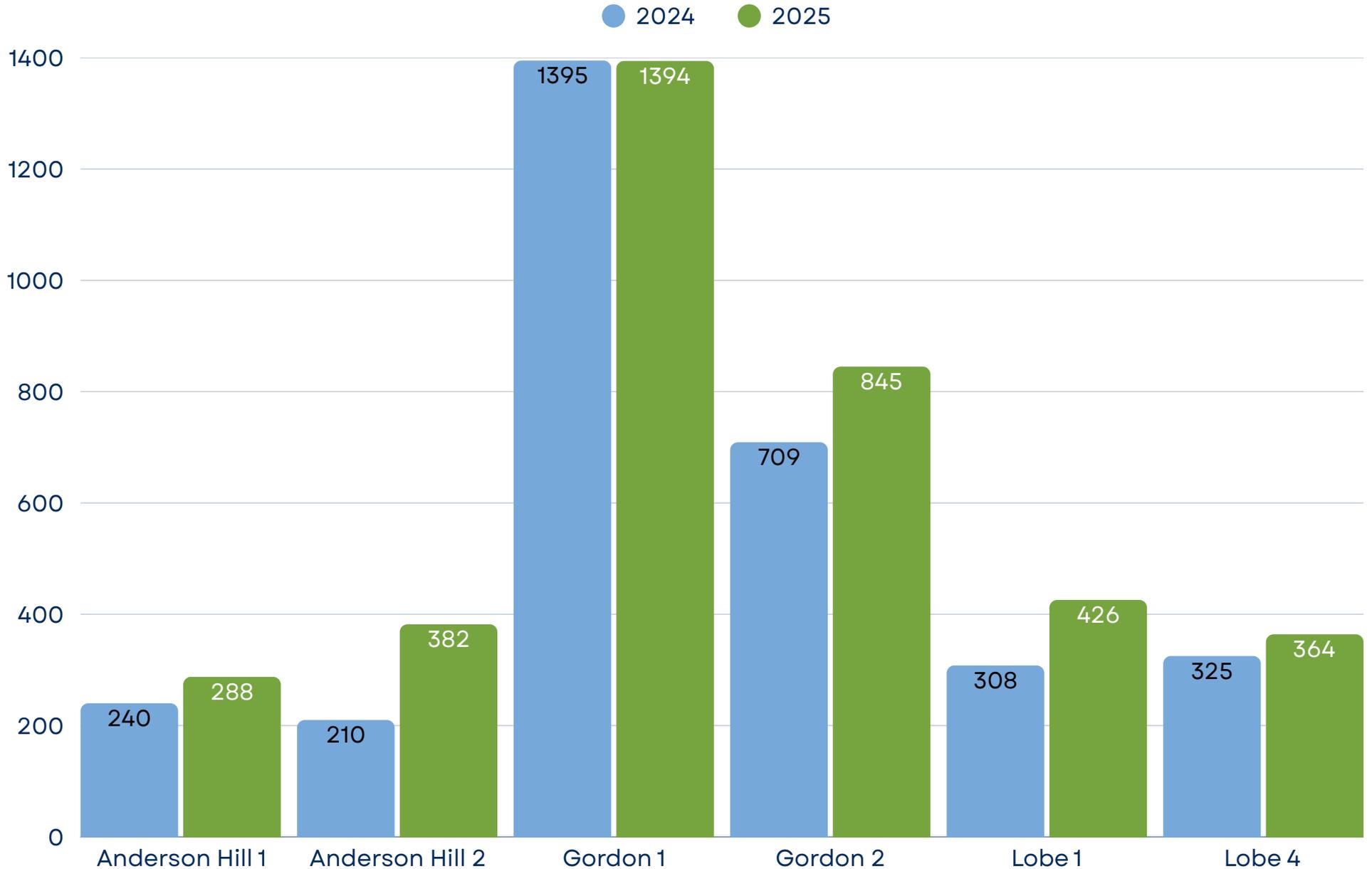
- A. Events Data
- B. Social Media Events Calendar
- C. Tidelands Easement Proposal
- D. WSDOT Fish Passage Project
- E. Briefing Photos
- F. Events Policies

# COMMUNITY BUILDING RENTALS

● 2023 ● 2024 ● 2025

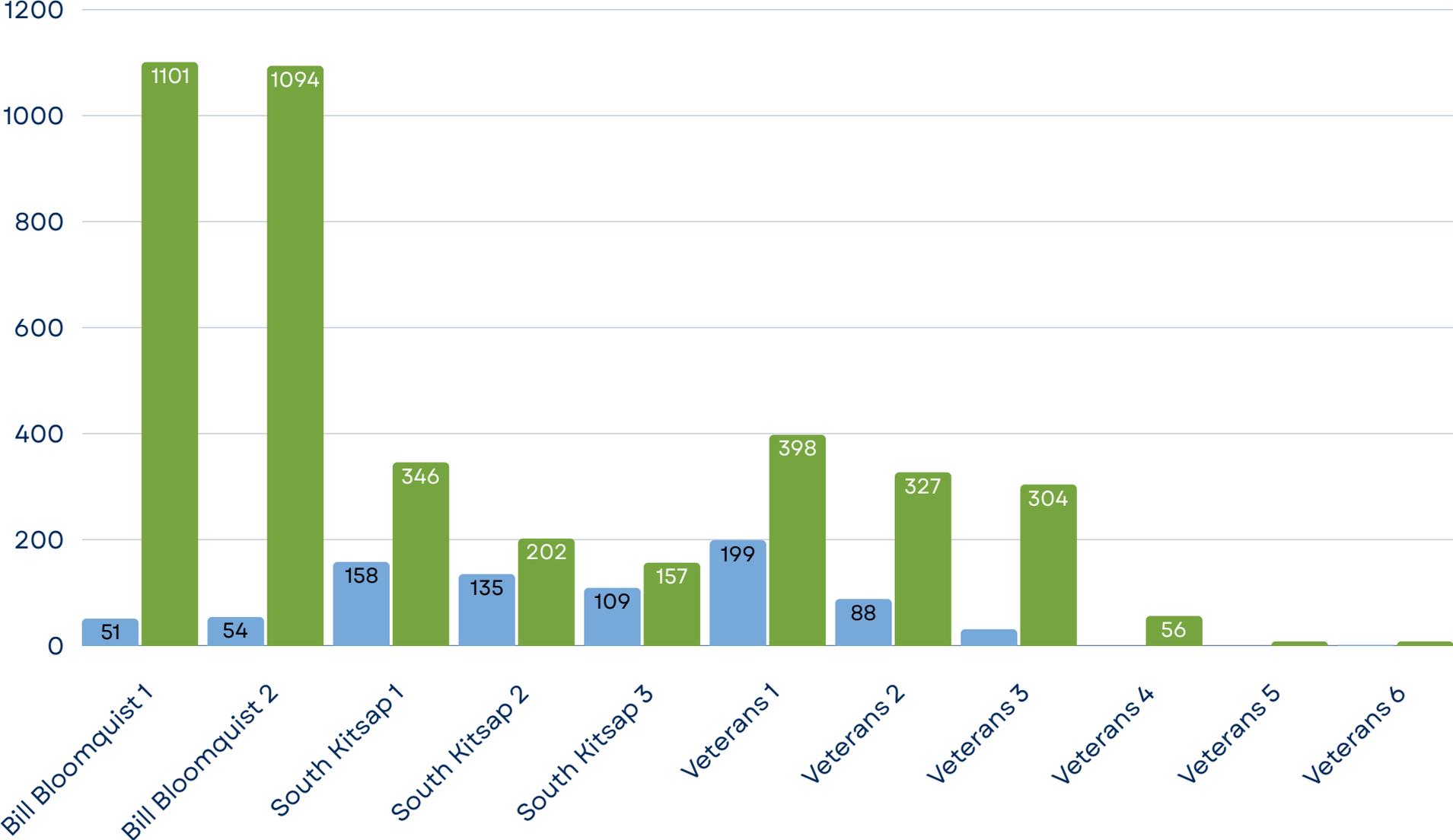


# ATHLETIC FIELD USAGE IN HOURS CENTRAL

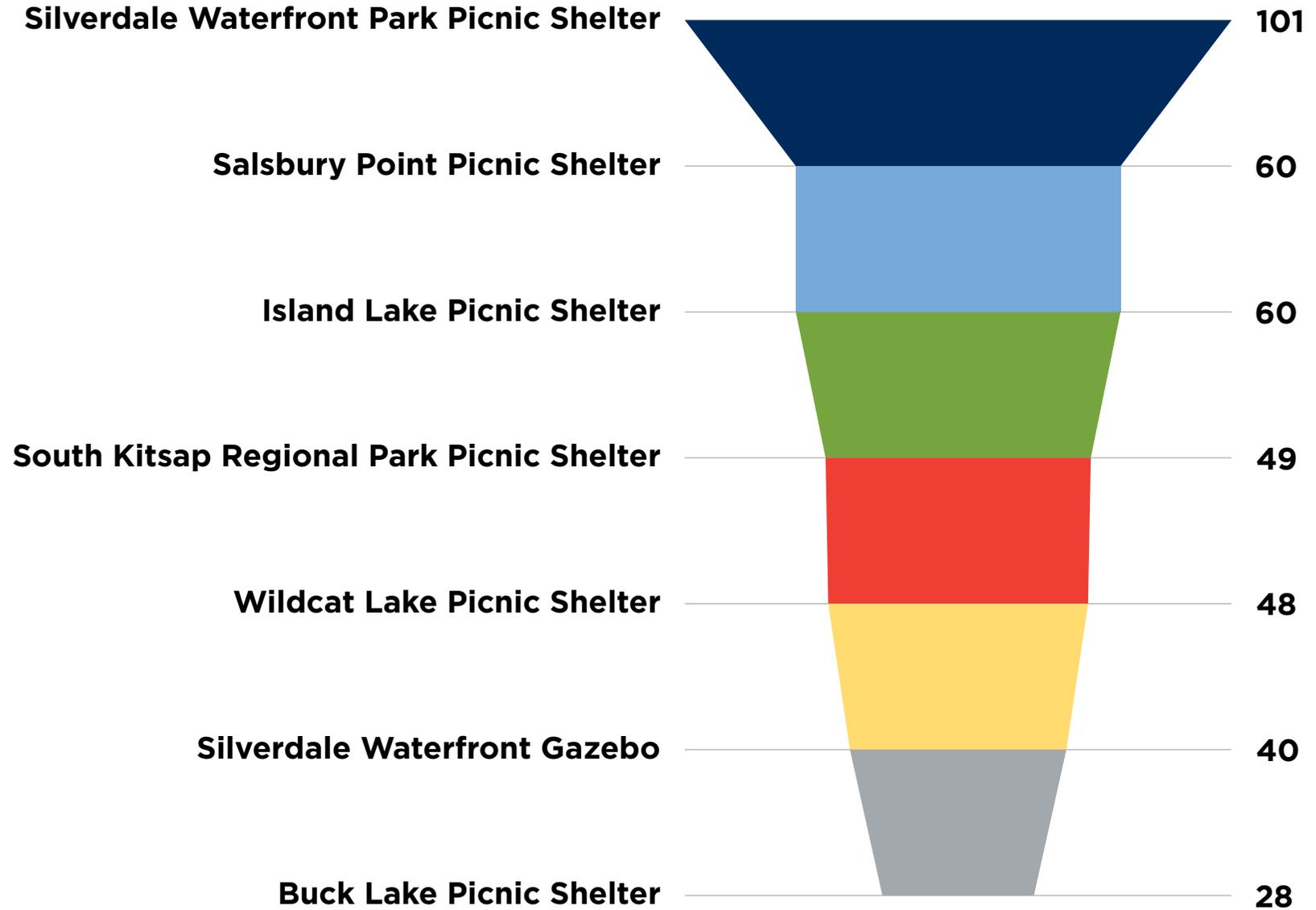


# ATHLETIC FIELD USAGE IN HOURS SOUTH

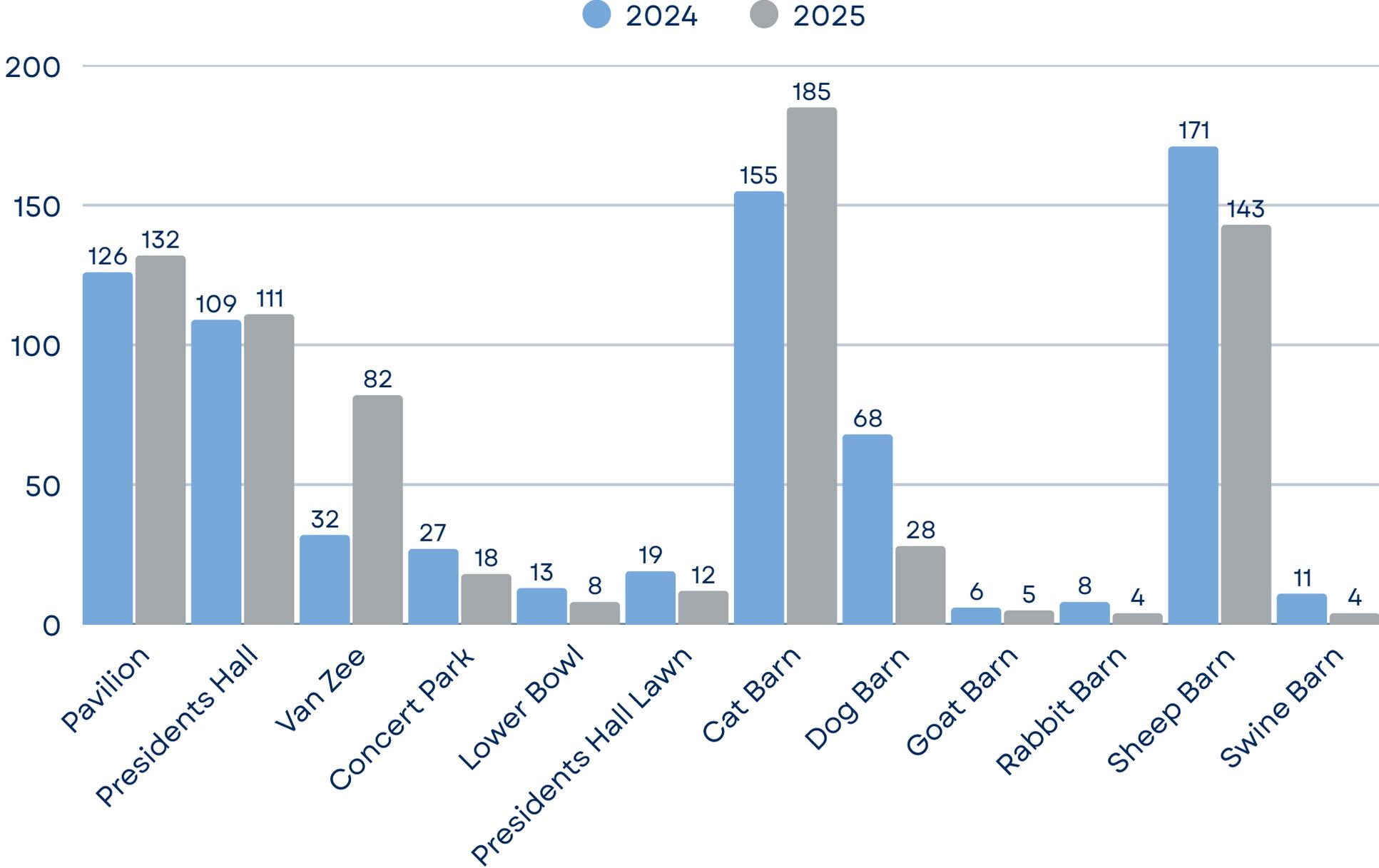
● 2024 ● 2025



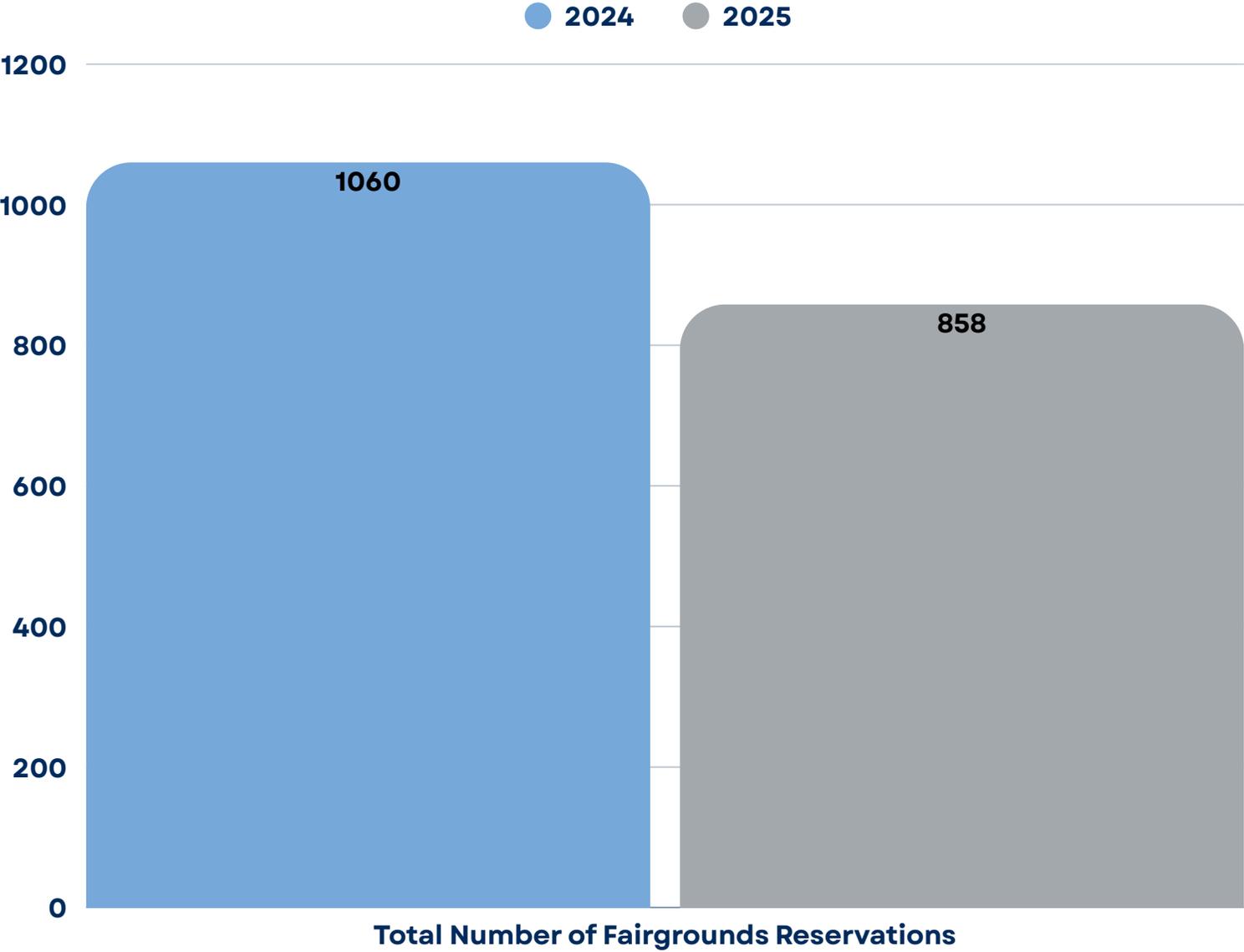
# PICNIC SHELTER RENTAL DAYS



# FAIRGROUNDS EVENT DAYS

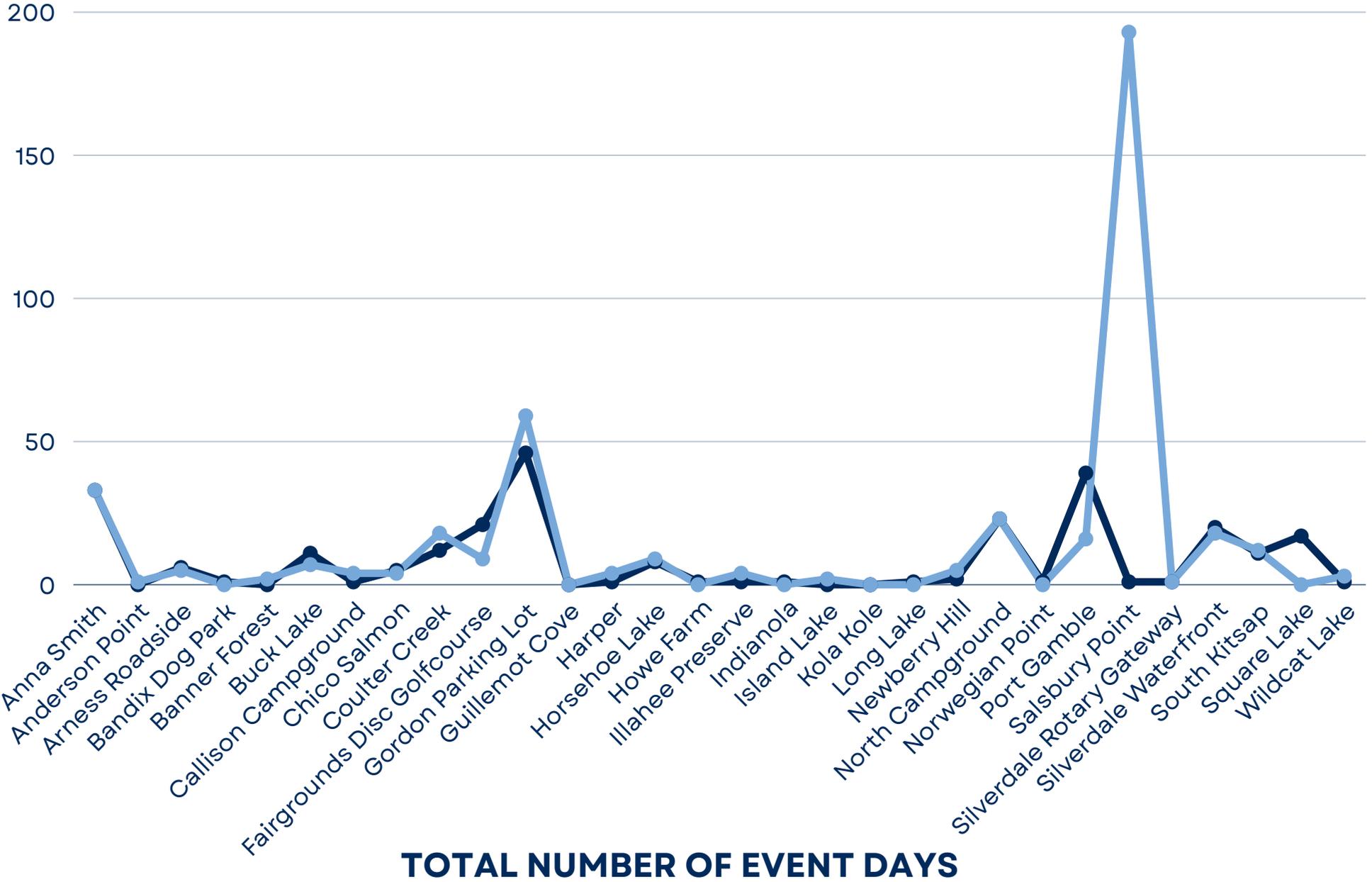


# FAIRGROUNDS EVENT DAYS

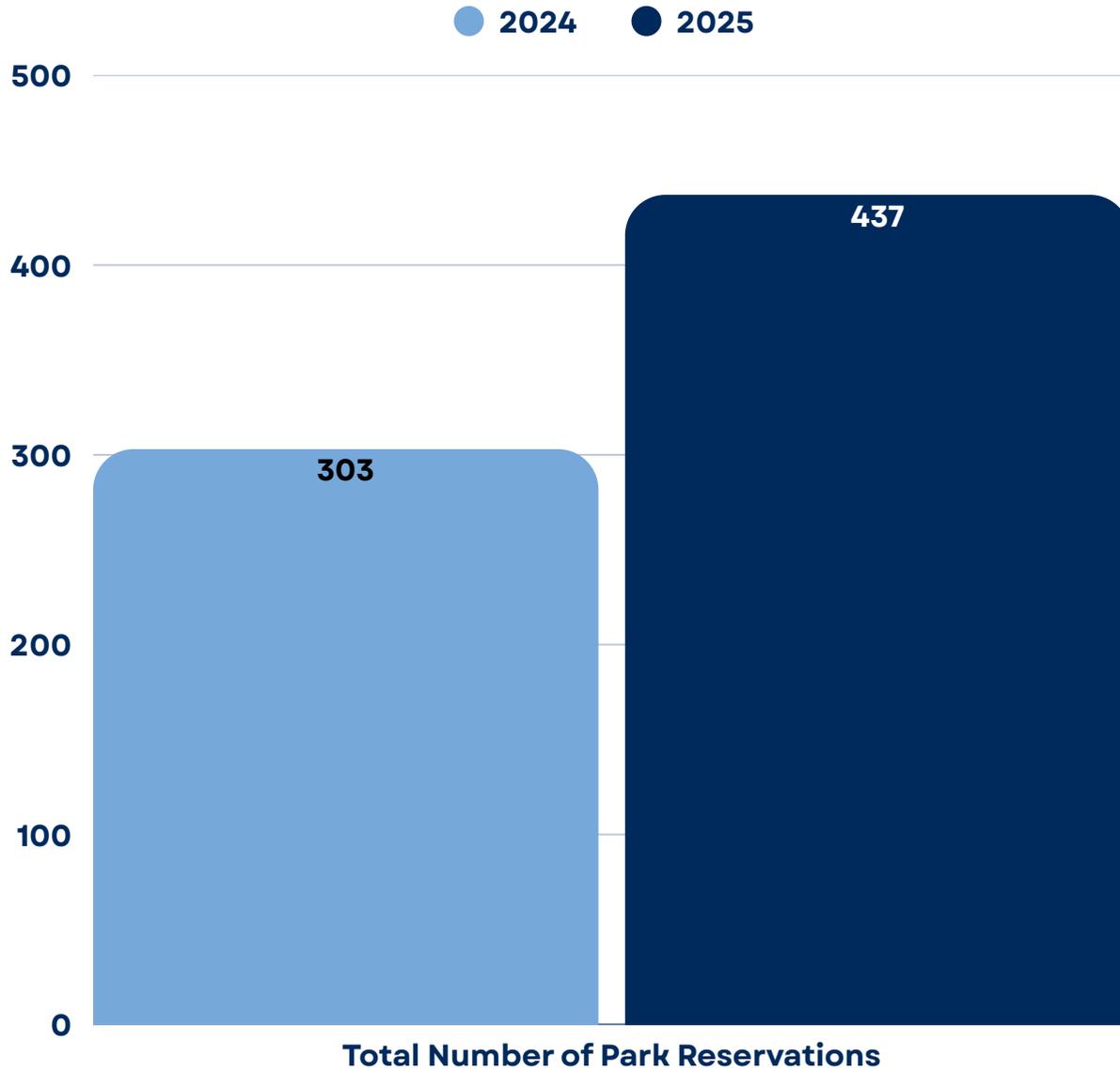


# SPECIAL PARK EVENT DAYS

● 2024 ● 2025



# SPECIAL PARK EVENT DAYS



**TOTAL NUMBER OF EVENT DAYS**



2025

# Event Calendar



KITSAP COUNTY  
PARKS DEPARTMENT

FIND YOUR PARK: [WWW.KITSAP.GOV/PARKS](http://WWW.KITSAP.GOV/PARKS)



# November



SUN	MON	TUE	WED	THU	FRI	SAT
<ul style="list-style-type: none"> <li>PUBLIC EVENTS</li> <li>HOLIDAYS &amp; ACTIVITY IDEAS</li> </ul>					<b>HALLOWEEN</b>	<b>1</b> <b>KITSAP SALMON TOURS</b> 11am Chico Salmon Park
<b>2</b> <b>DAYLIGHT SAVINGS ENDS</b>	<b>3</b>	<b>4</b>	<b>5</b> <b>CREATE-A-COLLAGE</b> Collect autumn leaves from your favorite park and make a collage	<b>6</b>	<b>7</b> <b>FRIDAY FUN</b> Don't let the cold and the rain stop you from having fun outdoors! Try a new park or revisit a favorite	<b>8</b> <b>P.E.O HOLIDAY MARKETPLACE</b> 10am - 2pm Eagles Nest Building <b>BIG TOP GUN SHOW</b> 9am - 6pm Kitsap County Fairgrounds
<b>9</b> <b>BIG TOP GUN SHOW</b> 9am - 4pm Kitsap County Fairgrounds	<b>10</b>	<b>11</b> <b>VETERANS DAY</b> <b>VETERANS DAY CELEBRATION</b> 9am Kitsap County Fairgrounds	<b>12</b>	<b>13</b> <b>WORLD KINDNESS DAY</b>	<b>14</b>	<b>15</b> <b>JINGLE FEST</b> 10am - 5pm Kitsap County Fairgrounds
<b>16</b> <b>JINGLE FEST</b> 10am - 4pm Kitsap County Fairgrounds	<b>17</b> <b>NATIONAL TAKE A HIKE DAY</b> Dress warm and hit the trail at one of our parks with great hiking access	<b>18</b>	<b>19</b> <b>TRY HORSESHOES</b> Check out the horseshoe pits at South Kitsap Regional Park and try your hand at a game	<b>20</b>	<b>21</b> <b>HOLIDAY FOOD &amp; GIFT FAIR</b> 10am - 5pm Kitsap County Fairgrounds	<b>22</b> <b>HOLIDAY FOOD &amp; GIFT FAIR</b> 10am - 4pm <b>FALL FESTIVAL OF GEMS</b> 10am - 5pm Kitsap County Fairgrounds
<b>23</b> <b>HOLIDAY FOOD &amp; GIFT FAIR</b> 10am - 4pm <b>FALL FESTIVAL OF GEMS</b> 10am - 5pm Kitsap County Fairgrounds	<b>24</b>	<b>25</b> <b>BOARD TRICK TUESDAY</b> Head to your favorite skate park and practice some tricks before the holiday	<b>26</b>	<b>27</b> <b>THANKSGIVING</b> <b>SILVERDALE ROTARY TURKEY TROT</b> 8am Newberry Hill Heritage Park	<b>28</b> <b>THANKSGIVING OBSERVED</b>	<b>29</b>
<b>30</b>						

## **Information re: Proposed Easement for Port Gamble Bay Habitat Restoration Project**

**April 18, 2025**

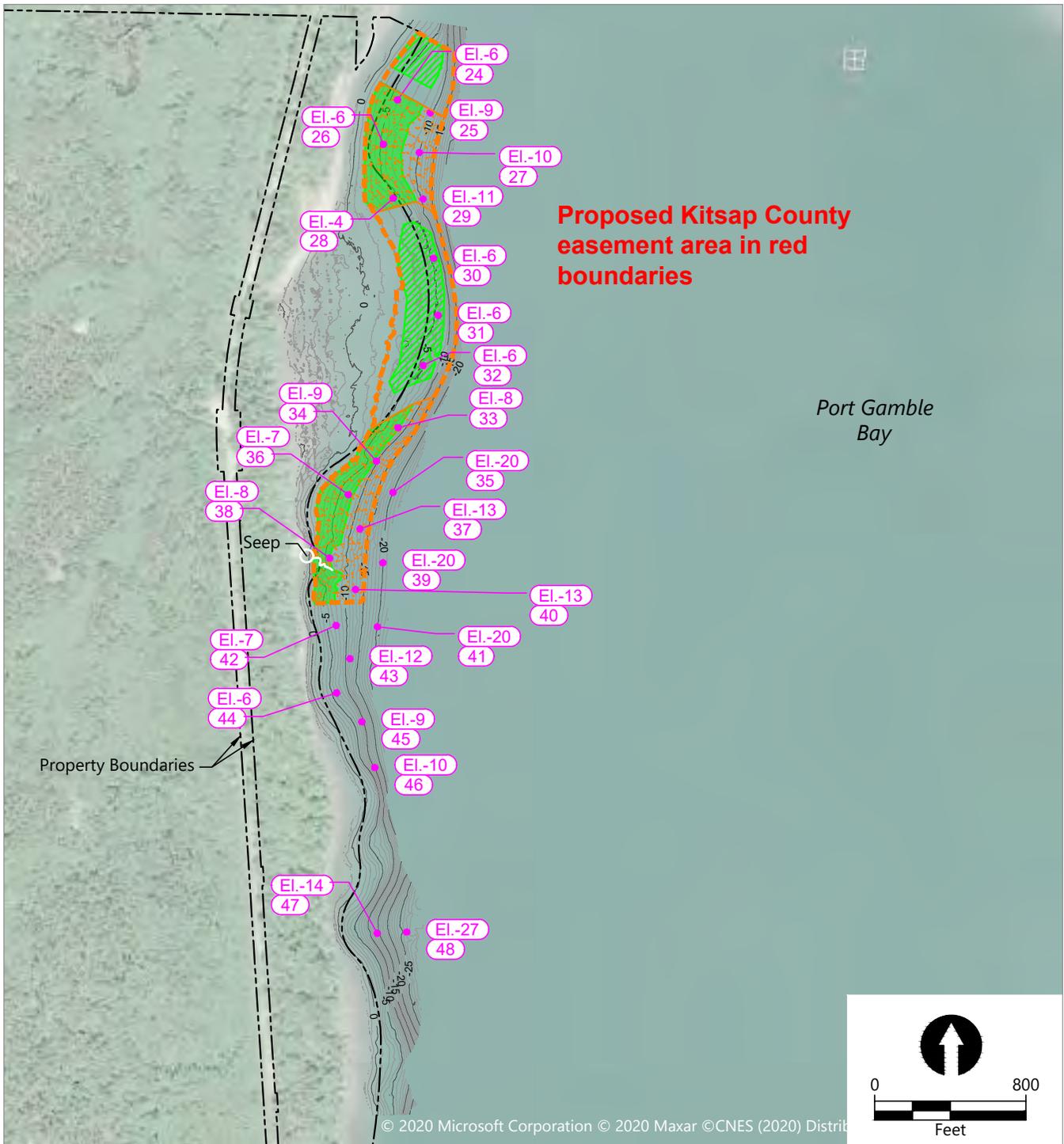
**Background:** Pope Resources and affiliated entities (collectively “Pope”) are currently constructing a habitat restoration project in Port Gamble Bay, and part of this project is being built on lands owned by Kitsap County. This habitat restoration project involves the placement of a thin sand layer on approximately eleven acres in the bay, which will be followed by the transplanting of eelgrass onto that sand layer over a ten-year period. Pope is required to construct this habitat restoration project under a Consent Decree that was approved by a federal district court on September 23, 2024. The Consent Decree also requires Pope and the other parties to obtain an easement from Kitsap County that will provide permanent protection for the habitat restoration project site and a buffer area around the project. A map of the project site and the proposed easement area is attached.

**The Proposed Easement from Kitsap County:** The primary purpose of the Kitsap County easement would be to prohibit the authorization of activities that would negatively impact the habitat restoration project. The County would grant the easement to the Port Gamble S’Klallam Tribe, which is one of the trustees for natural resources in Port Gamble Bay. The easement would also grant the tribe access to the site to monitor compliance with the easement.

**Existing Easement from DNR:** The habitat restoration project that Pope is constructing is partially located on state-owned aquatic lands, and the Washington Department of Natural Resources (“DNR”) has already granted an easement to the Port Gamble S’Klallam Tribe to protect the portions of the project on those lands in perpetuity. The proposed Kitsap County easement would be modeled on that existing DNR easement.

**Pope’s 2014 Easement:** The property where the project is being constructed was previously owned by Pope, prior to being acquired by Kitsap County. Pope granted itself a Declaration of Environmental Covenants and Easements, No. 20367549(2), for this property in 2014. Paragraph 2 of that easement requires entities acquiring an interest in the property to cooperate with reasonable requests to execute and record documents evidencing “Use Restrictions” on the property. Use Restrictions are restrictions on the uses and activities within the Property that are required by the Washington Department of Ecology pursuant to the Consent Decree, discussed above, and other environmental orders. The current request that Kitsap County grant an easement to protect the habitat restoration project is made pursuant to that prior easement.

**Additional Information:** Additional information about the habitat restoration project and the Consent Decree can be found here: <https://ecology.wa.gov/spills-cleanup/contamination-cleanup/cleanup-sites/puget-sound/port-gamble-baywide/natural-resource-damage-assessment-nrda>



**SOURCE:** Survey by eTrac dated June 30, 2020.  
**HORIZONTAL DATUM:** Washington State Plane North, North American Datum (NAD83), U.S. Survey Feet  
**VERTICAL DATUM:** Mean Lower Low Water (MLLW)

**LEGEND:**

- Current Eelgrass Beds (July 2021)
- Sand Cover Placement Area
- Prospective Eelgrass Restoration Area
- Existing Contours (1' & 5' Intervals)
- 2020 Wood Debris Sampling Stations Re-Sampled in 2021
- Conservation Easement (Approximate)

Publish Date: 2022/06/17 4:31 PM | User: dholmer  
 Filepath: K:\Projects\0388-Pope Resources\2020 Long Term Monitoring\0388-RP-010 (2021 Resample).dwg Figure 6



**Figure 3**  
**Western Port Gamble Bay Restoration Plan**  
 Port Gamble Integrated Cleanup and Habitat Restoration



# Olney Creek Fish Barrier Removal (SR 166) - Veteran's Memorial Park Temporary Impact White Paper

## 1. Introduction

The Washington State Department of Transportation (WSDOT) plans to construct fish passable structures on SR 3, SR 16 and SR166 (also referred to as the SR3, SR16, and SR 166 Gorst Vicinity Remove Fish Barriers Project). The project will correct 5 culverts located on State Routes 3 (SR 3), 16 (SR 16), and 166 (SR 166) for compliance with a permanent injunction to correct fish barriers on state highways and other state properties. The project is being delivered using a Design-Build contract model. One of the crossings for replacement is Olney Creek under SR 166 in the City Port Orchard. See Figure 1 for vicinity location of the proposed fish passage crossing construction.

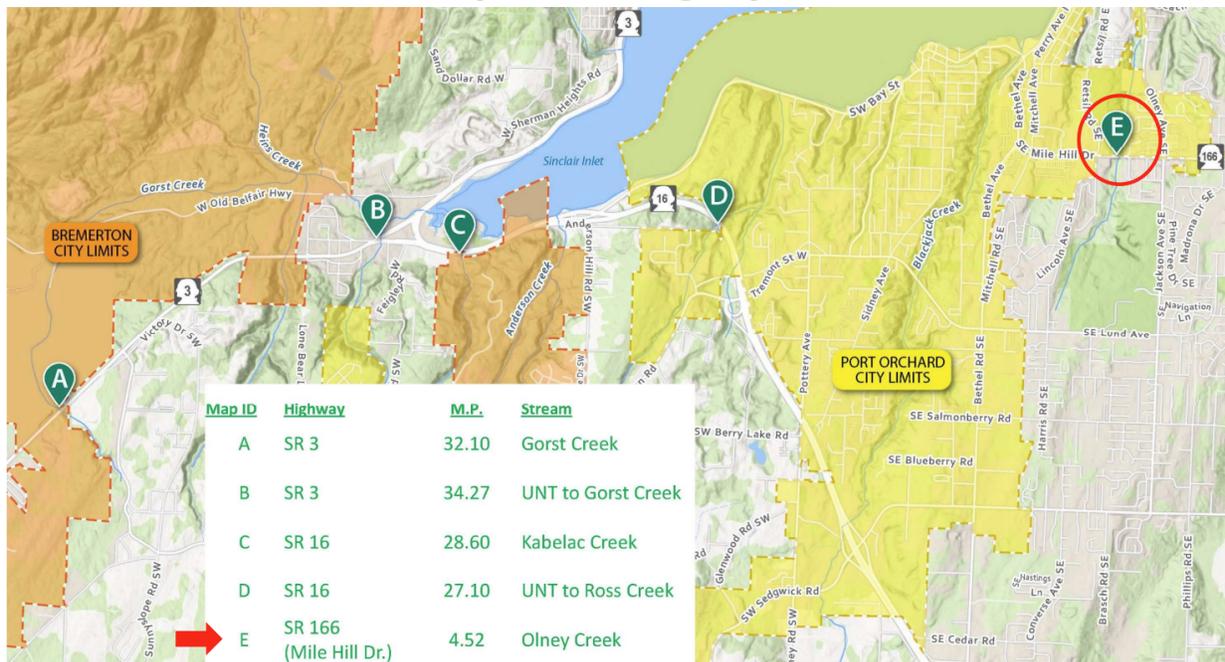


Figure 1– Vicinity of Olney Creek Fish Barrier Removal on SR 166

The existing culvert is 45 ft below the existing highway grade with steep vegetated slopes on each side. Veterans Memorial Park is situated just north of the existing WSDOT ROW in which Olney Creek flows into. This park is identified as a 6f park property.

Kiewit Infrastructure West was selected as the design build contractor to design and construct a fish passable crossing structure. As part of the design build design process, the design has been refined. This white paper memo will describe the following:

- Updates to the design from the RFP documents developed by WSDOT



- Discuss reasonable alternatives for Maintenance-of-Traffic (MOT) pertaining for discussion about impacts to Veterans Memorial Park
- Final Restoration of the Parks Property and Benefits gained to Veterans Memorial Park with latest proposed design.
- Rationale on how impacts are deemed temporary from a 6(f) perspective.

This document will strive to communicate the proposed design for assessment by Kitsap County Parks and other agencies for determination of temporary conversion per 6(f) designation.

## 2. Current Proposed Final Crossing Structure

The RFP design presented under the Appendix M2 and other RFP documents included a long single span bridge supported on a drilled shaft abutment cap wall which also included secant pile scour wall near the stream. Scour at this location has been identified to 5' deep with lateral migration and WSDOT requirements are that scour protection be a minimum of 2' deeper than the maximum scour depth. These requirements combine to create the need for excavation depths of up to 50' below roadway grade. During RFP procurement, the conceptual design presented higher costs, more impacts to public, and had significant challenges of construction during in water fish window. The design also included longer term impacts to the park's property due to the nature of construction which would have required construction of significant access roads and crane pads to facilitate construction of the secant pile scour wall in right near park's property. See Figure 2 below for RFP Conceptual design.

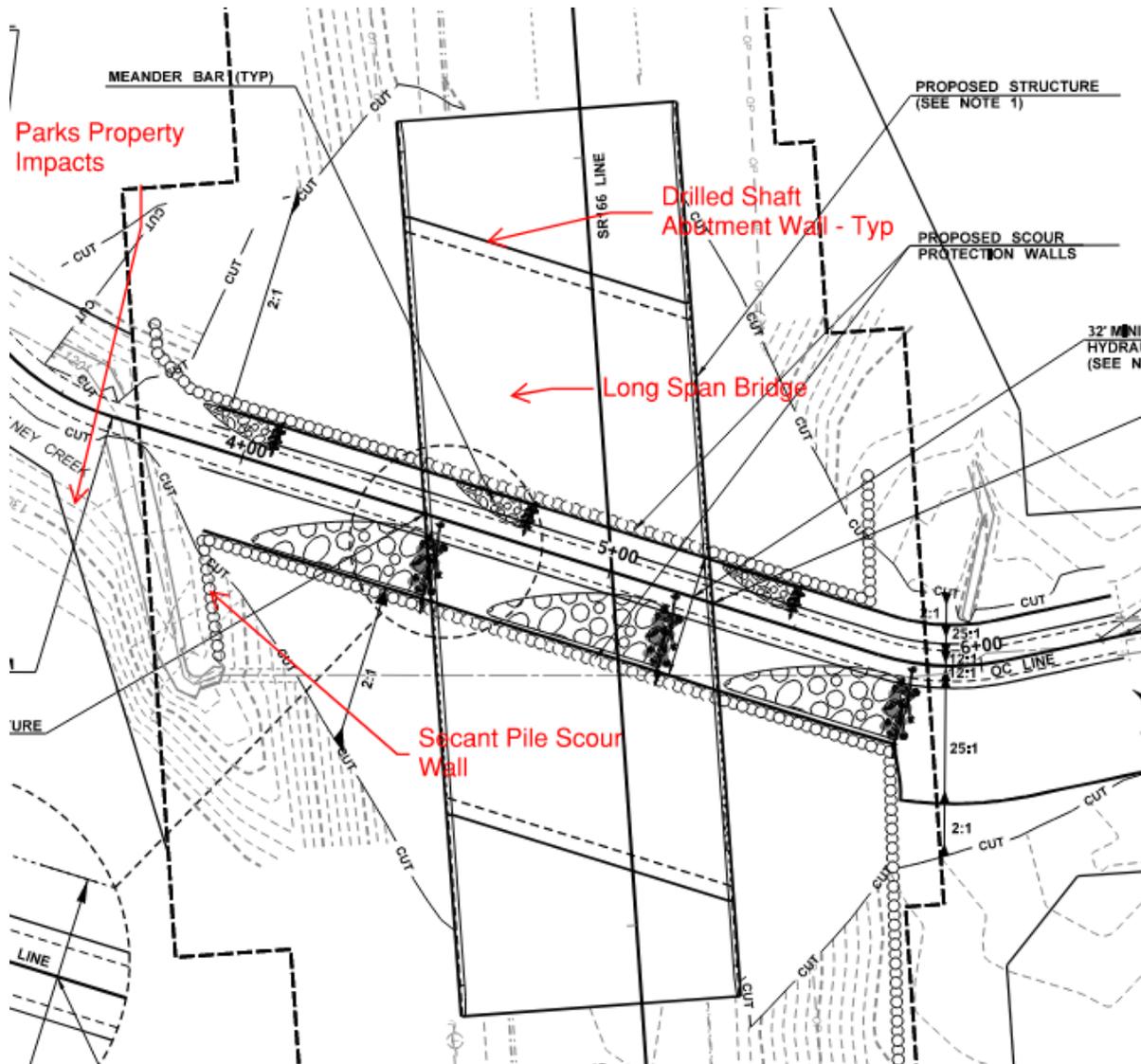


Figure 2– Appendix M1 RFP Concept Design Bridge for Olney Creek





### 3. Alternatives for Construction and MOT

MOT options are compared against impacts to the Veterans Memorial Park property. No permanent design features are intended to modify or remain on the park's property at this point in time. Because of the complicated nature construction due to depth of crossing construction, it is not possible to meet both requirements for maintenance of traffic and stay within the WSDOT Right-Of-Way. Accordingly, temporary traffic control roadways are identified as possible impacts outside of State Right-of-Way including possible impacts to the park property. Four options MOT were assessed which are discussed in detail below as part of an MOT alternatives analysis to confirm no other practical alternatives exist. All options (with the exception of the full closure alternative) required maintaining at least 1 lane in each direction, accommodating WB67 trucks, maintaining pedestrian access, and keeping driveway access open to private properties.

#### ***Alternative 1 (Proposed) – Temporary Roadway By-Pass to North***

A temporary by-pass is proposed into the Veterans Memorial Park Property as depicted in Figure 5 below. This by-pass utilizes a temporary bridge structure to span temporarily over Olney Creek with roadways built on either side that match the existing sloped topography. This allows full construction of the buried box structure and wing walls with roadway by-pass in operation. Geometrics are designed to 25 mph for the roadway which is the lowest speed limit reduction acceptable to WSDOT. Parks property impacts are intended to be less than 6 months duration with all the temporary roadway features removed and plantings restored for areas temporarily disturbed. By-pass roadways were evaluated closer to the roadway however these were not deemed feasible due to the bridge span lengths which would be longer than typical temporary prefabricated bridges set in place for use. Due to existing topography, placing temporary by-pass roadways closer to the roadway also creates substantial grading impacts still into the park property due to elevation differentials with similar grading related disturbance area impacts to the proposed by-pass which blends better with the natural topography. Duration of the temporary by-pass impacts is less than 6 months duration from early May to late October of 2027.

**1.24N. R.T.C. W.VI.**

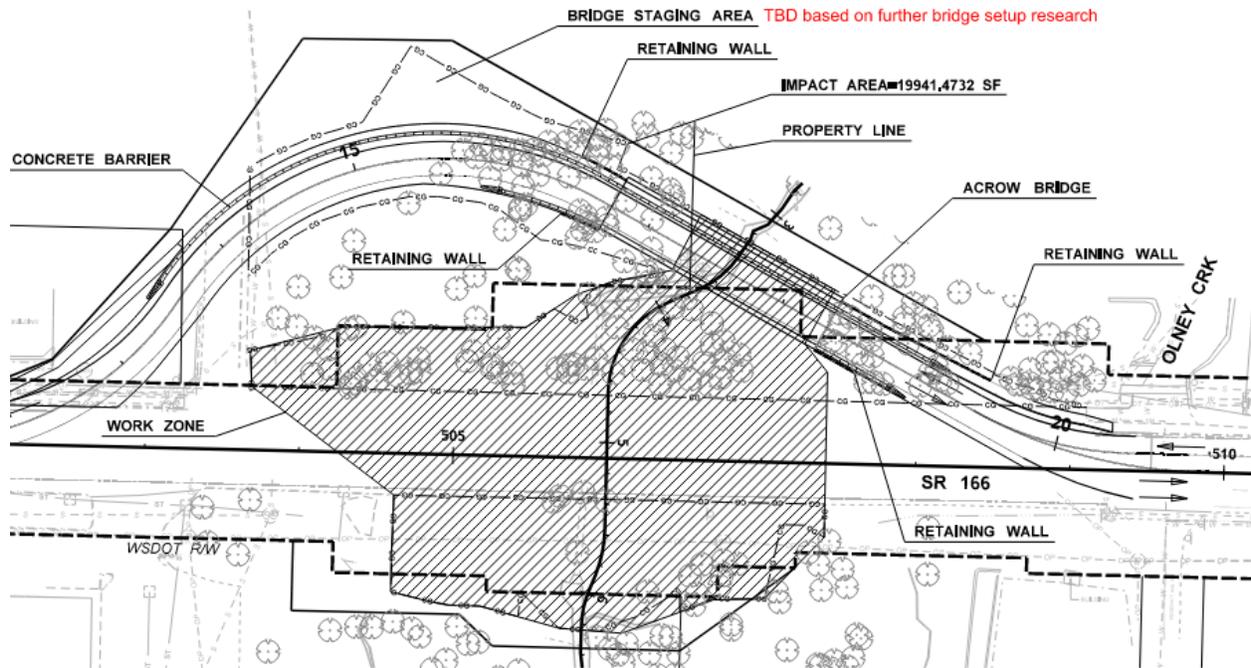


Figure 5– By-Pass to North for Construction Proposed

**Alternative 2 – Full Closure of SR 166**

Full closure of SR 166 was proposed by Kiewit during the RFP procurement phase as a potential ATC. This option was presented to WSDOT as an ATC concept and dismissed by WSDOT and the City of Port Orchard due to the perceived detour impacts. The detour is expected for 3-4 weeks to complete the buried box structure, walls, and restoring roadway which has only minor impacts in the actual parks property due to stream grading tie in. Detour options previously presented are shown in red and blue below in Figure 6 for both north and south of SR 166. Currently in the RFP contract the full closure option isn't allowed. Alternative 2 is currently not seen as a feasible option. However, Kiewit will continue to discuss with WSDOT and others the potential of this option to minimize impacts to the Veterans Memorial Park Property.

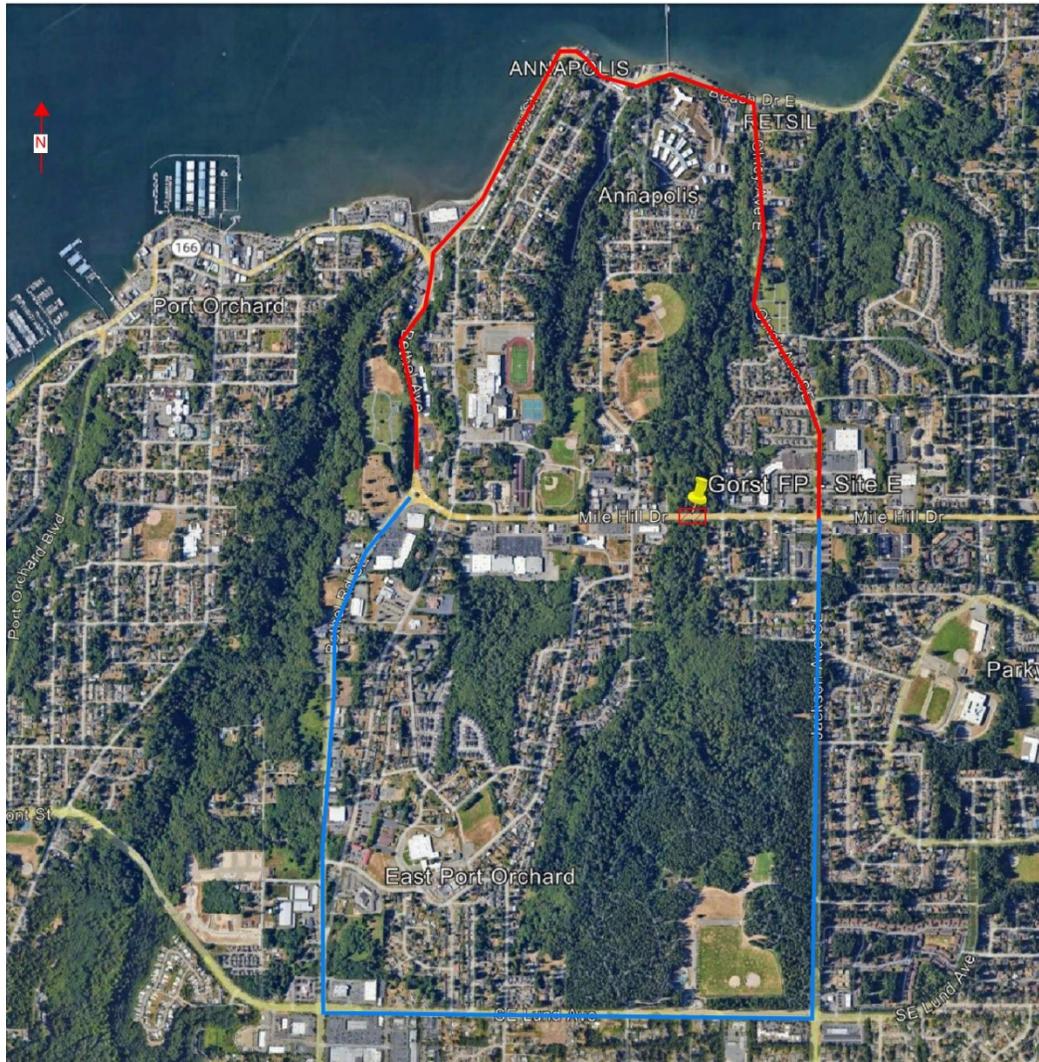


Figure 6– Full Closure Alternative Discussed During Pursuit Phase

### **Alternative 3 – Temporary Roadway By-Pass to South**

A temporary by-pass was analyzed to the south to build the proposed structure. Preliminary design showed this substantially impacting the residential property (structure) to the SE of the crossing and impacting the parking lot of the auto parts store to the SW of the crossing due to profile cut grading. In addition, this alternative would require temporary (or permanent) relocation of the high-mast utility poles in order to place the temporary bridge structure. The likely relocation of the utility poles would be to the North side of the roadway which could impact the Park property and require trimming or removal of vegetation. The option also required substantial temporary works for grading and longer/larger temporary walls for the same size temporary bridge structure. A by-pass roadway was evaluated closer to the roadway however these weren't deemed feasible with span lengths longer than typical temporary acro bridges set in place for use. This option was deemed infeasible by the Design Build team for ROW impact purposes mainly to the property to the southeast. This alternative also had direct impacts to

overhead power transmission poles to the south of the roadway as a result of the grading. See Figure 7 for the south by-pass option.

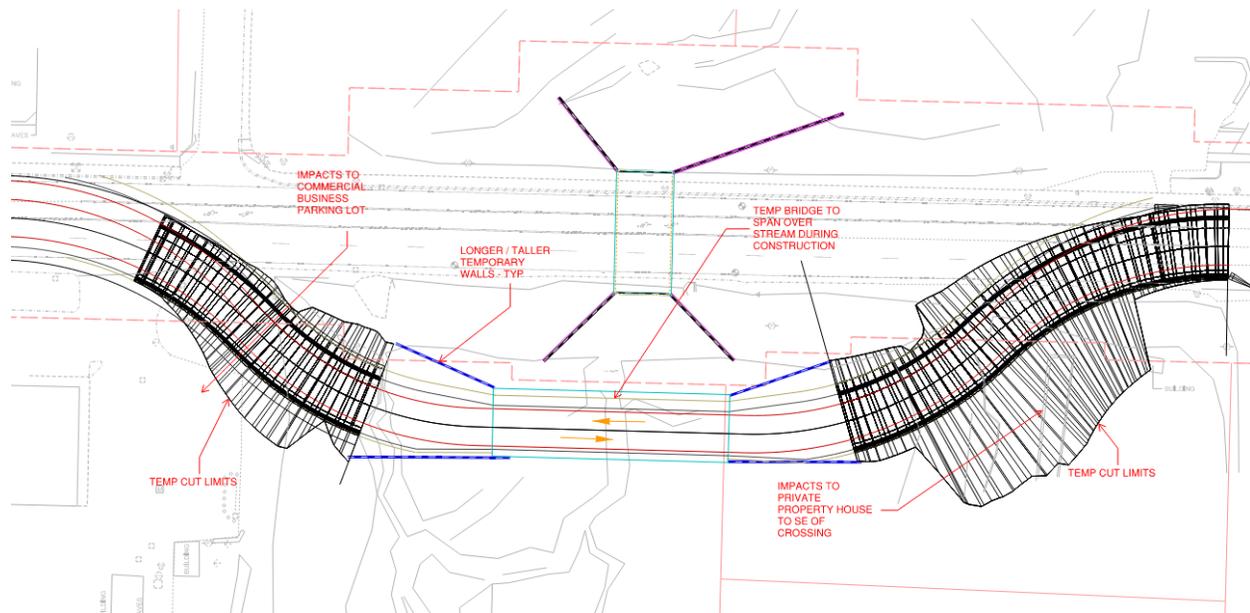


Figure 7– By-Pass to South for Construction

#### Alternative 4 – Staged Construction

A staged structure construction approach was analyzed to build the proposed crossing structure. Preliminary evaluation of this concluded that the final wall MSE strap configuration could not be constructed with a staged construction approach due to the height of the wall, depth of the structure, minimum strap lengths, and maintaining 1 lane each direction with pedestrian access. Furthermore, converting the wing walls from MSE straps to soldier pile with tie backs did not provide enough room for tie back zones and/or had clash issues with the walls on the opposite of the roadway. This option was not deemed feasible due to the reasons noted above. Extending the culvert and reducing wall heights isn't permitted with a maximum hydraulic length of the culvert structure defined in the contract for fish passage design criteria.

#### 4. Summary of Final Restored Condition and Benefits to Veterans Memorial Park

Kiewit recommends north by-pass option for MOT. Kiewit will continue to have open discussions about any possible full closure however this currently is prohibited. The park impacts discussed previously are anticipated to be within one construction season and less than 6 months duration. Once the temporary roadway by-pass is removed, the Parks property will be fully restored by removing the bridge and wall structures, removing pavement, grading back to original conditions, and utilizing native woody vegetation and trees. Scotch broom and other invasive species will be removed from the impacted area because of the restoration plan and these areas would be replanted with native and more desirable

species. The restoration plans will provide an overall uplift of the habitat and provide a more natural setting for the park users.

Furthermore, based on the previous request from the Kitsap County Park department Kiewit can also remove the unwanted driveway access with sidewalk and curb and gutter construction to close of the access. The previously access roadway within the limits can have pavement removed and fully vegetated/planted increasing overall planted areas in the park property. Gravel pathway or some pavement can be left in place to still provide access to the park for pedestrians and bicyclists depending on Veteran’s Memorial Park access needs.

See Figure 8 for restoration of the park property after temporary roadway removed.

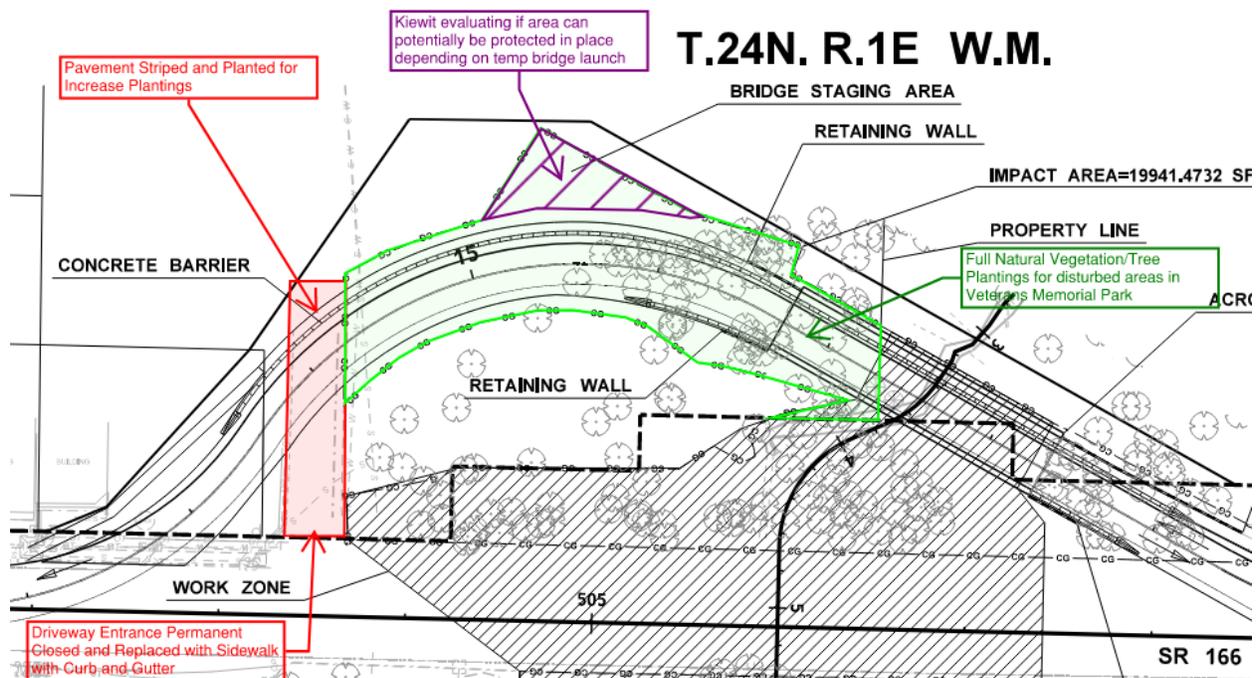


Figure 8– Final Restoration of Veterans Park Property

Summarized benefits are depicted below for an end condition:

- Full native planting restoration of impacted areas including removal of invasive species.
- Driveway access removed with option of driveway pavement removed for net increase of vegetation permanently to the Veteran Memorial Parks Property
- Less exposed wing wall square footage visible to the park property due to walls better matching existing topography.
- All structural elements will be prefabricated without need to pour concrete on site reducing risk of high pH levels impact downstream waters in the Park’s property for Onley Creek.
- No long-term impacts over 6 months to the Park’s property due to type of structure being built.



- Safety improvements for both the traveling public and construction due to the adequate separation of traffic from the construction zone.

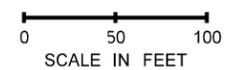
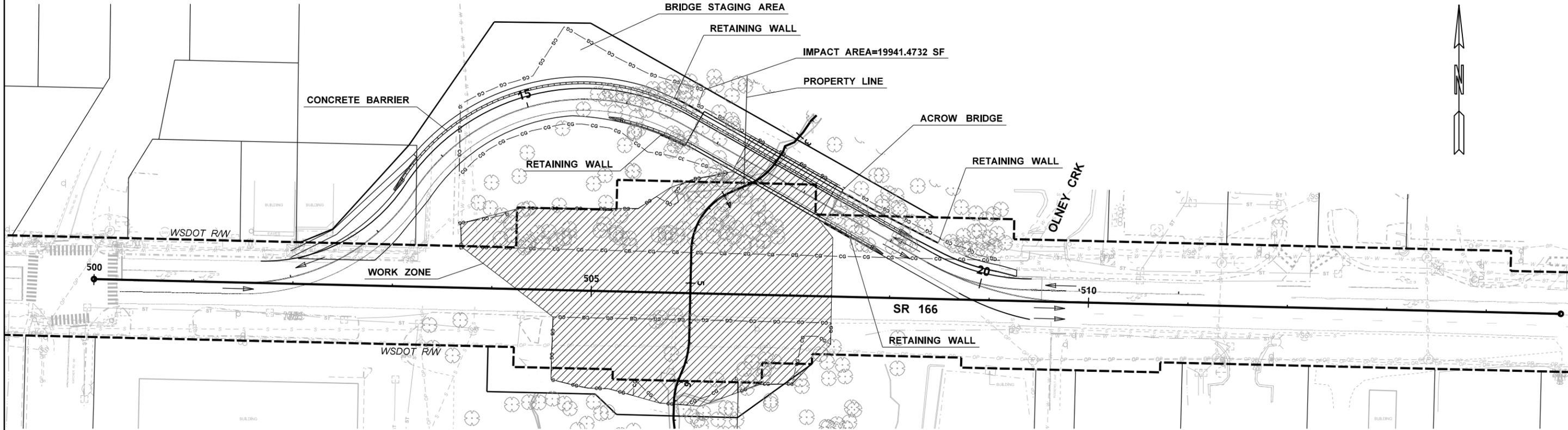
## 5. Design Builder Assessment of Temporary Non-Conforming Use

The 6(f)-impact table defines temporary non-conforming use defines three legal criteria for temporary non-conforming use. These three criteria are described below with our assessment of the proposed design:

- The size of the parkland area affected by any temporary non-recreation use shall not result in a significant impact on public outdoor recreation use - *The impacts shown have little to no impact to the recreation functionality at all during construction. Impacted areas are forested areas with little to no public use.*
- No permanent damage to the park – *The duration of the impacts is under 6 months in duration and the property restoration will be fully restored with native woody species and trees. The project will provide an overall uplift to the park property by removing invasive species. Some proposed final improvements to the park provided including removing unwanted driveway access. There will be no change to permanent real property; only temporary construction easements will be needed for the proposed project.*
- No practical alternatives exist - *Four alternatives were evaluated to construct the proposed design to assess MOT alternatives to confirm if any other practical alternatives existed. No other practical alternatives exist or are prohibited currently other than a temporary by-pass roadway to the north into the Veterans Memorial Park Property. See section 3 for detailed assessment.*

Based on the three criteria above, Kiewit believes that the proposed design satisfies the temporary non-conforming use for the 6(f) Veterans Memorial Property.

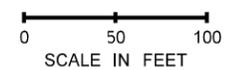
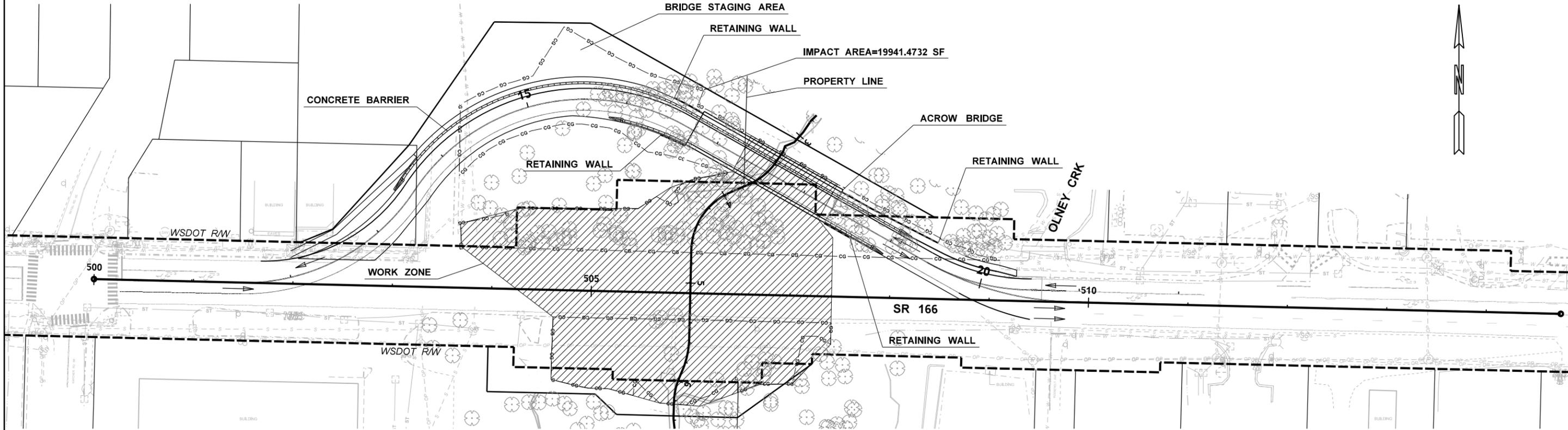
T.24N. R.1E W.M.



FILE NAME XL6547_E_PS_SU2_Park Impact.dgn		REGION NO. 10		STATE WASH		FED.AID PROJ.NO.		SITE E		Washington State Department of Transportation		SR3 / SR16 / SR166 GORST VICINITY REMOVE FISH BARRIERS OLNEY CREEK		PLAN REF NO SU2	
TIME 12:39:01 PM	DATE 5/8/2025	JOB NUMBER XL6547		CONTRACT NO.		LOCATION NO. 15.0201 0.90		Kiewit		kqff				SHEET 38 OF SHEETS	
DESIGNED BY T.KNIGHTON	ENTERED BY J. LEWIS	REVISION		DATE		BY		P.E. STAMP BOX		DATE		STAGED CONSTRUCTION PHASE 2			
CHECKED BY T. LIGHTY	PROJ. ENGR. J. JANKE														
REGIONAL ADM. S. ROARK															

PRELIMINARY - NOT FOR CONSTRUCTION

T.24N. R.1E W.M.

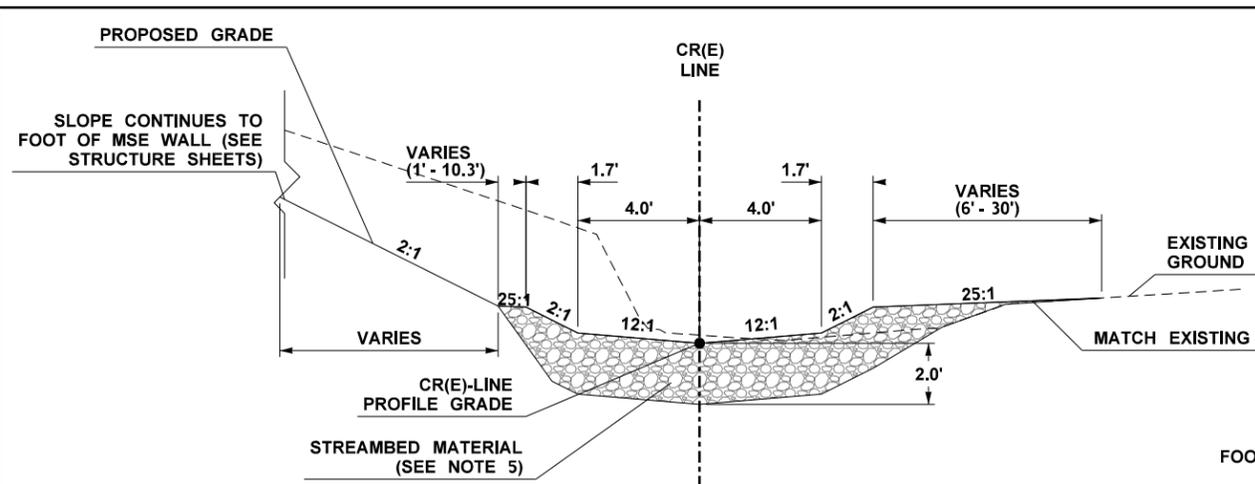


FILE NAME XL6547_E_PS_SU2_Park Impact.dgn		REGION NO. 10		STATE WASH		FED.AID PROJ.NO.		SITE E		Washington State Department of Transportation		SR3 / SR16 / SR166 GORST VICINITY REMOVE FISH BARRIERS OLNEY CREEK		PLAN REF NO SU2	
TIME 12:39:01 PM	DATE 5/8/2025	JOB NUMBER XL6547		CONTRACT NO.		LOCATION NO. 15.0201 0.90		Kiewit		kqff				SHEET 38 OF SHEETS	
DESIGNED BY T.KNIGHTON	ENTERED BY J. LEWIS	CHECKED BY T. LIGHTY	PROJ. ENGR. J. JANKE	REGIONAL ADM. S. ROARK	REVISION	DATE	BY	P.E. STAMP BOX	DATE	STAGED CONSTRUCTION PHASE 2					

PRELIMINARY - NOT FOR CONSTRUCTION

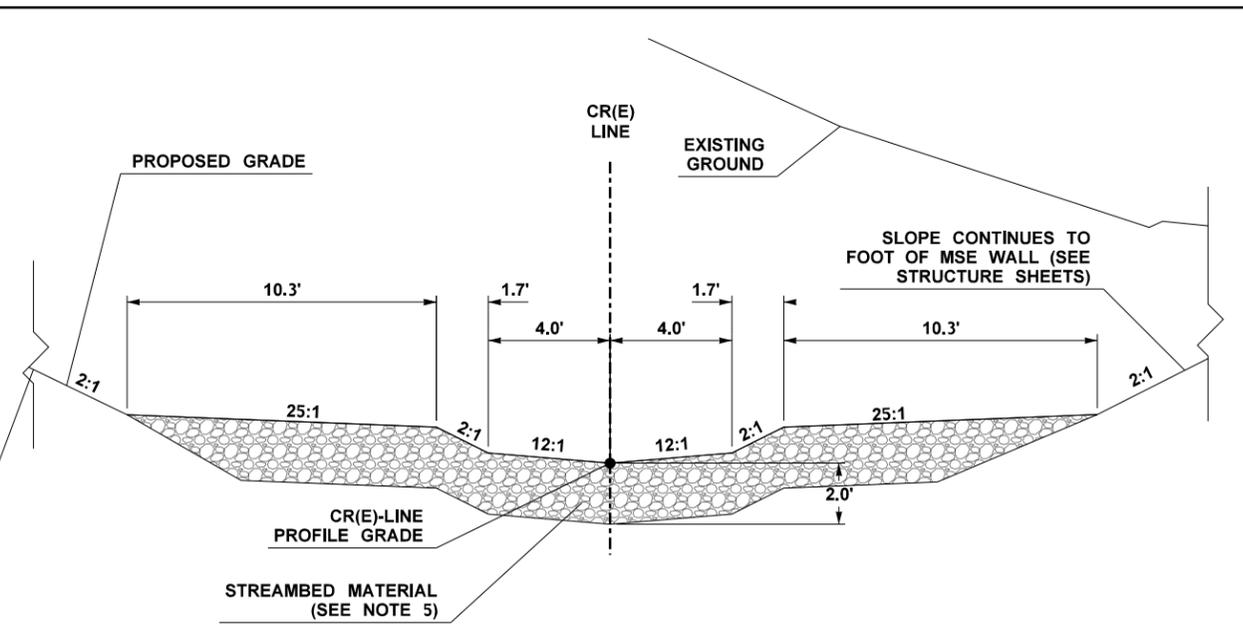




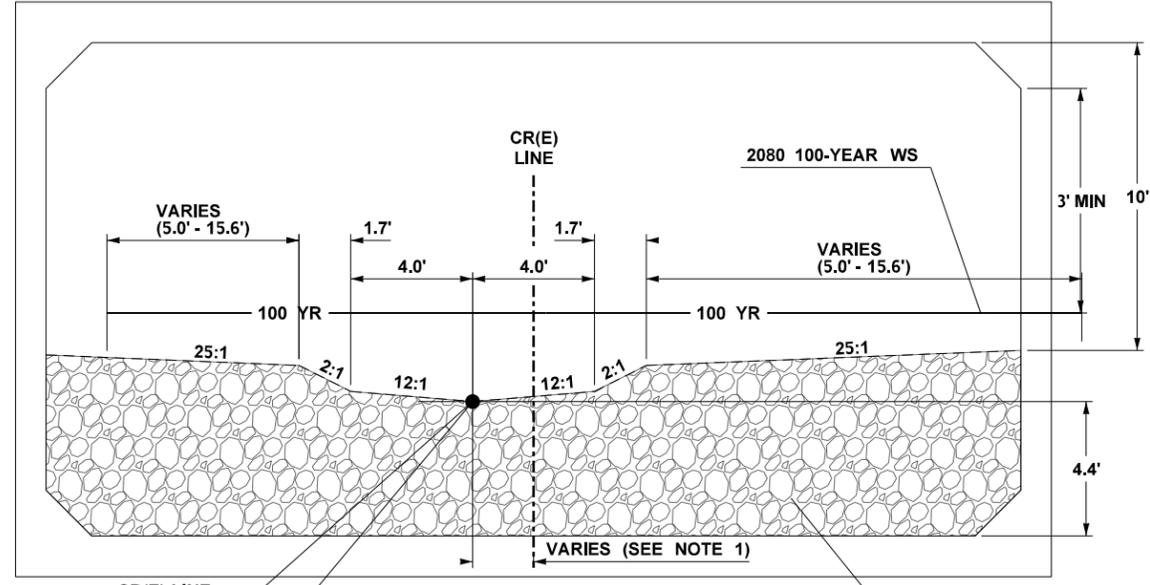


**CR(E) SECTION A**  
 CR(E) STA 3+44.6 TO CR(E) STA 4+25.0  
 (SEE NOTE 2)  
 NTS

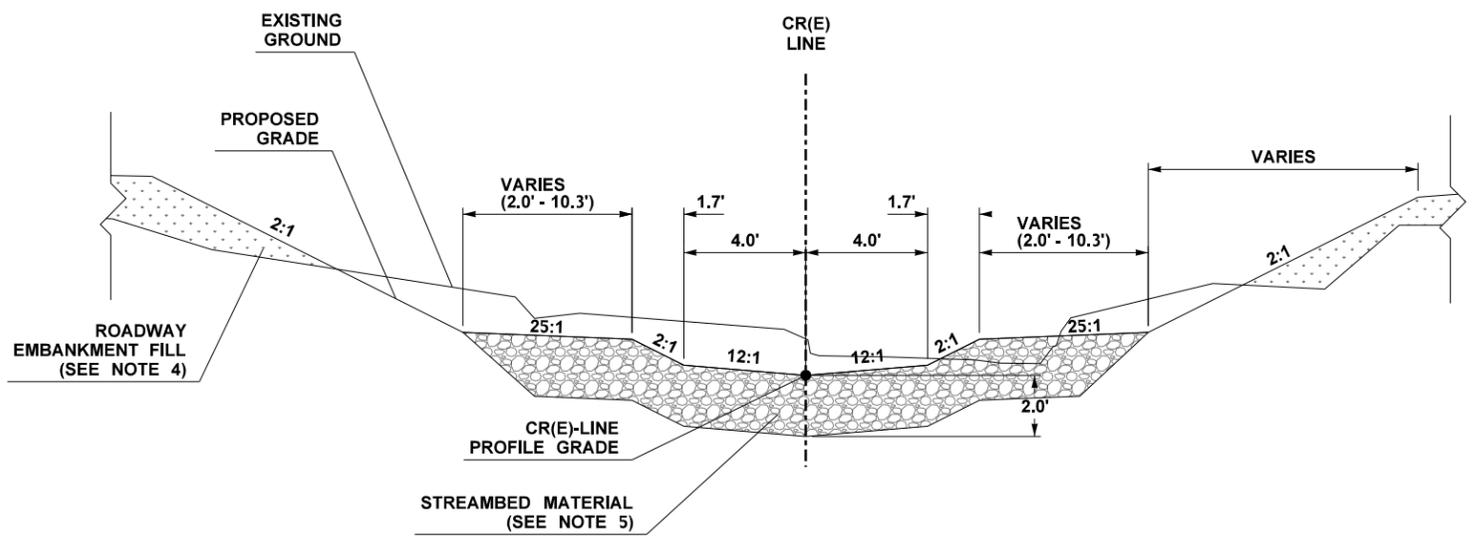
SLOPE CONTINUES TO FOOT OF MSE WALL (SEE STRUCTURE SHEETS)



**CR(E) SECTION B**  
 CR(E) STA 4+25.0 TO CR(E) STA 4+73.2  
 CR(E) STA 5+46.2 TO CR(E) STA 5+80.0  
 NTS



**CR(E) SECTION C**  
 CR(E) STA 4+73.2 TO CR(E) STA 5+46.2  
 NTS



**CR(E) SECTION D**  
 CR(E) STA 5+80.0 TO CR(E) STA 6+18.6  
 (SEE NOTE 3)  
 NTS

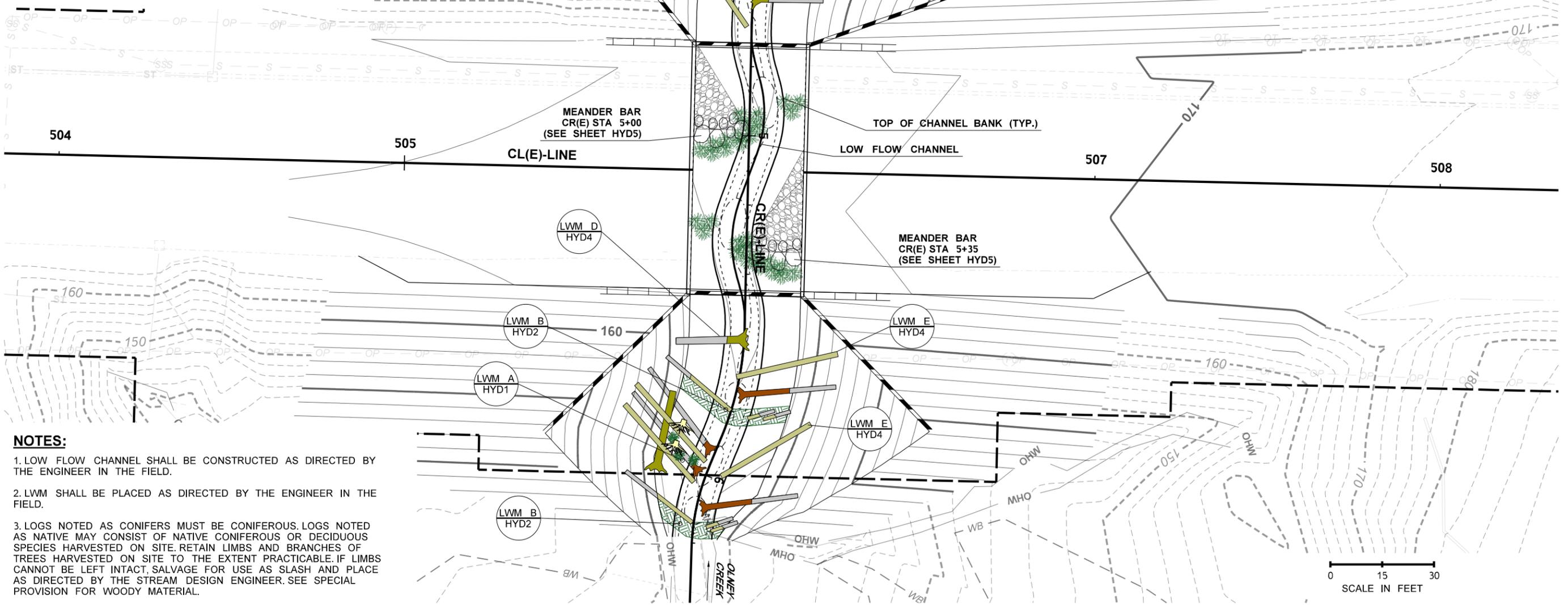
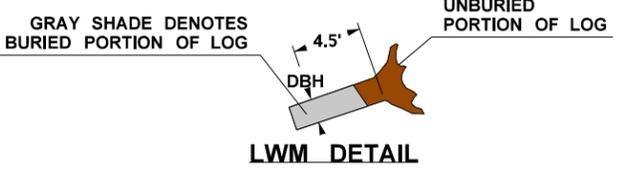
**NOTES:**

1. SEE SHEET HY1 FOR LOCATION OF STREAM CHANNEL THROUGHOUT STRUCTURE. STREAM CHANNEL MEANDERS THROUGH 32' OPENING WITH VARIABLE OVERBANK WIDTHS. MAINTAIN 5' WILDLIFE BENCH ALONG EACH OVERBANK.
2. FROM STATION 3+44.6 TO STATION 3+70.0, EVENLY TAPER CHANNEL BANKS AND OVERBANKS TO TIE INTO EXISTING STREAM.
3. FROM STATION 6+00.0 TO STATION 6+18.6, EVENLY TAPER CHANNEL BANKS AND OVERBANKS TO TIE INTO EXISTING STREAM.
4. SEE ROADWAY SHEETS FOR EMBANKMENT GRADING.
5. SEE SHEET HYD5 FOR STREAMBED MATERIALS. SEE WSDOT STANDARD SPECIFICATION 8.30 "WATER CROSSINGS" FOR PLACEMENT OF STREAMBED MATERIAL.

FILE NAME	XL6547_E_PS_HYXS_01.dgn	REGION NO.	STATE	FED.AID PROJ.NO.	SITE E	Washington State Department of Transportation	SR3 / SR16 / SR166 GORST VICINITY REMOVE FISH BARRIERS OLNEY CREEK	PLAN REF NO
TIME	12:45:36 PM	10	WASH					HYXS1
DATE	5/6/2025	JOB NUMBER			Kiewit kpff		SHEET 14 OF SHEETS	
PLOTTED BY	Steven.Evans	XL6547						
DESIGNED BY	S. EVANS	CONTRACT NO.		LOCATION NO.				
ENTERED BY	S. EVANS			15.0201 0.90				
CHECKED BY	N. DASLER							
PROJ. ENGR.	J. JANKE							
REGIONAL ADM.	S. ROARK	REVISION	DATE	BY	P.E. STAMP BOX	DATE		

PRELIMINARY - NOT FOR CONSTRUCTION

LWM LEGEND (SEE NOTE 3)		
SYMBOL	DESCRIPTION (SEE NOTE 3)	QTY
	30' LOG X 18" DBH (CONIFER)	9
	20' LOG X 24" DBH (NATIVE)	5
	30' LOG X 18" DIAM (NATIVE)	13
	10' LOG X 12" DIAM (NATIVE)	8
	24" DBH ROOTWAD (NATIVE)	4
	SLASH AND SMALL WOOD (NATIVE)	100 CY
	MEANDER BAR	2

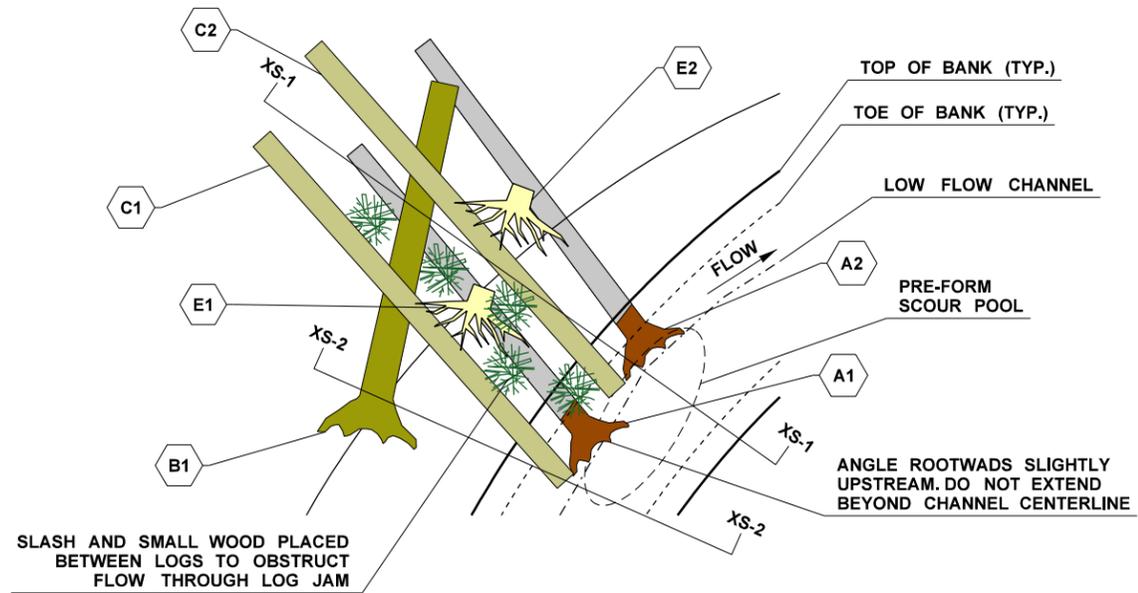


0 15 30  
SCALE IN FEET

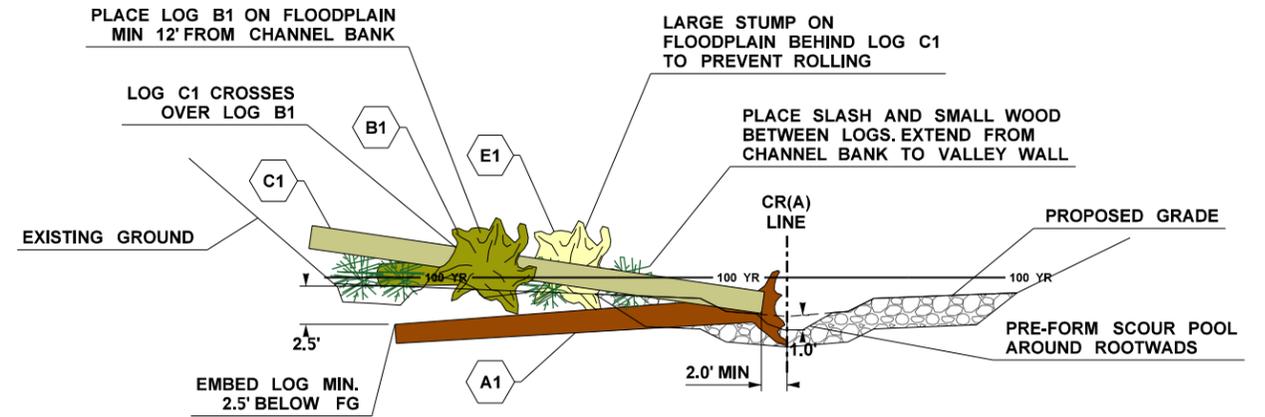
- NOTES:**
1. LOW FLOW CHANNEL SHALL BE CONSTRUCTED AS DIRECTED BY THE ENGINEER IN THE FIELD.
  2. LWM SHALL BE PLACED AS DIRECTED BY THE ENGINEER IN THE FIELD.
  3. LOGS NOTED AS CONIFERS MUST BE CONIFEROUS. LOGS NOTED AS NATIVE MAY CONSIST OF NATIVE CONIFEROUS OR DECIDUOUS SPECIES HARVESTED ON SITE. RETAIN LIMBS AND BRANCHES OF TREES HARVESTED ON SITE TO THE EXTENT PRACTICABLE. IF LIMBS CANNOT BE LEFT INTACT, SALVAGE FOR USE AS SLASH AND PLACE AS DIRECTED BY THE STREAM DESIGN ENGINEER. SEE SPECIAL PROVISION FOR WOODY MATERIAL.

FILE NAME	XL6547_E_PS_HYC_01.dgn	REGION NO.	10	STATE	WASH	FED.AID PROJ.NO.		SITE E	Washington State Department of Transportation	SR3 / SR16 / SR166	PLAN REF NO	HYC1	
TIME	12:45:44 PM									GORST VICINITY		SHEET	15
DATE	5/6/2025									REMOVE FISH BARRIERS		OF	
PLOTTED BY	Steven.Evans									OLNEY CREEK		SHEETS	
DESIGNED BY	S. EVANS												
ENTERED BY	S. EVANS												
CHECKED BY	N. DASLER												
PROJ. ENGR.	J.JANKE												
REGIONAL ADM.	S. ROARK	REVISION		DATE	BY	LOCATION NO.	15.0201 0.90			STREAM COMPLEXITY			

PRELIMINARY - NOT FOR CONSTRUCTION



LWM A HYC1 **LWM CONFIGURATION A**  
PLAN VIEW

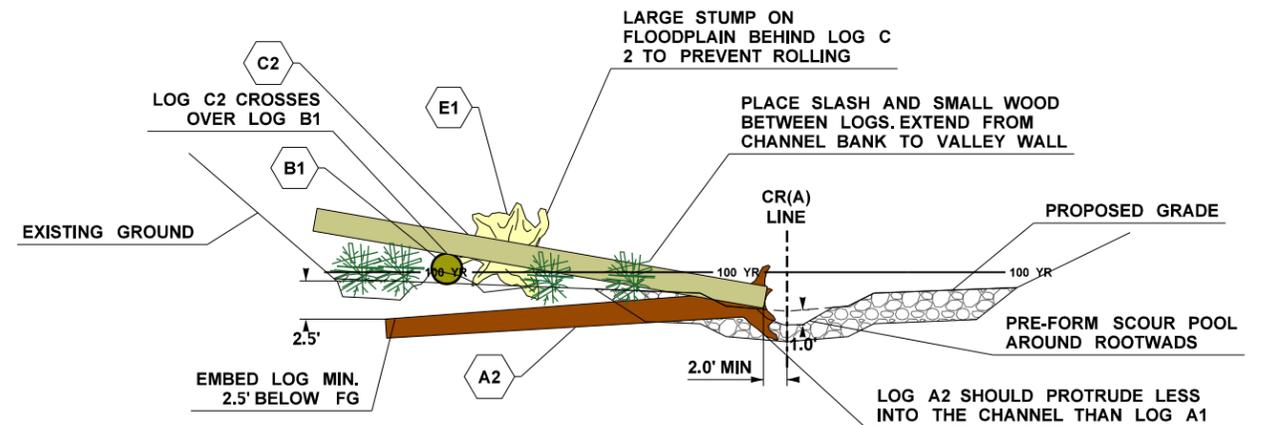


LWM A HYC1 **LWM CONFIGURATION A**  
CROSS SECTION 1  
(SEE NOTE 6)

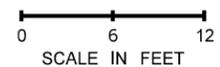
LWM CONFIGURATION A MATERIAL QUANTITIES (SEE NOTE 3)			
SYMBOL	DESCRIPTION	SPECIES	QTY
A	18" DBH 30' LONG LOG W ROOTWAD	CONIFER	2
B	24" DBH 20' LONG LOG W ROOTWAD	NATIVE	1
C	18" DIAM 30' LONG LOG	NATIVE	2
E	MIN 24" DBH ROOTWAD STUMP	NATIVE	2
	SLASH AND SMALL WOOD	NATIVE	~3 CY

**NOTES:**

- FINAL PLACEMENT OF WOOD TO BE DIRECTED BY THE STREAM DESIGN ENGINEER IN THE FIELD.
- 100-YEAR WATER SURFACE IS APPROXIMATELY 2.7 FEET ABOVE PROFILE GRADE.
- QUANTITIES LISTED ON THIS SHEET ARE FOR EACH INDIVIDUAL CONFIGURATION A. REFER TO SHEET HYC1 FOR TOTAL MATERIAL QUANTITIES INCLUSIVE OF THOSE SHOWN ON THIS SHEET.
- RETAIN BARK, LIMBS, AND ROOTWADS OF HARVESTED TREES TO THE EXTENT PRACTICABLE. IF LIMBS CANNOT BE LEFT INTACT, SALVAGE FOR USE AS SLASH AND PLACE AS DIRECTED BY THE STREAM DESIGN ENGINEER.
- LOGS NOTED AS CONIFERS MUST BE CONIFEROUS. LOGS NOTED AS NATIVE MAY CONSIST OF CONIFEROUS OR DECIDUOUS SPECIES HARVESTED ON SITE.
- USE OF CEDAR LOGS FOR LWM MUST BE APPROVED BY THE STREAM DESIGN ENGINEER. SEE SPECIAL PROVISION FOR WOODY MATERIAL.



LWM A HYC1 **LWM CONFIGURATION A**  
CROSS SECTION 2  
(SEE NOTE 6)



FILE NAME	XL6547_E_PS_HYD_01.dgn	REGION NO.	STATE	FED.AID PROJ.NO.
TIME	12:45:55 PM	10	WASH	
DATE	5/6/2025	JOB NUMBER		
PLOTTED BY	Steven.Evans	CONTRACT NO.		
DESIGNED BY	S. EVANS	LOCATION NO.		
ENTERED BY	S. EVANS	15.0201	0.90	
CHECKED BY	N. DASLER			
PROJ. ENGR.	J. JANKE			
REGIONAL ADM.	S. ROARK	REVISION	DATE	BY

SITE E

Washington State Department of Transportation

**Kiewit**

**kpff**

P.E. STAMP BOX

DATE

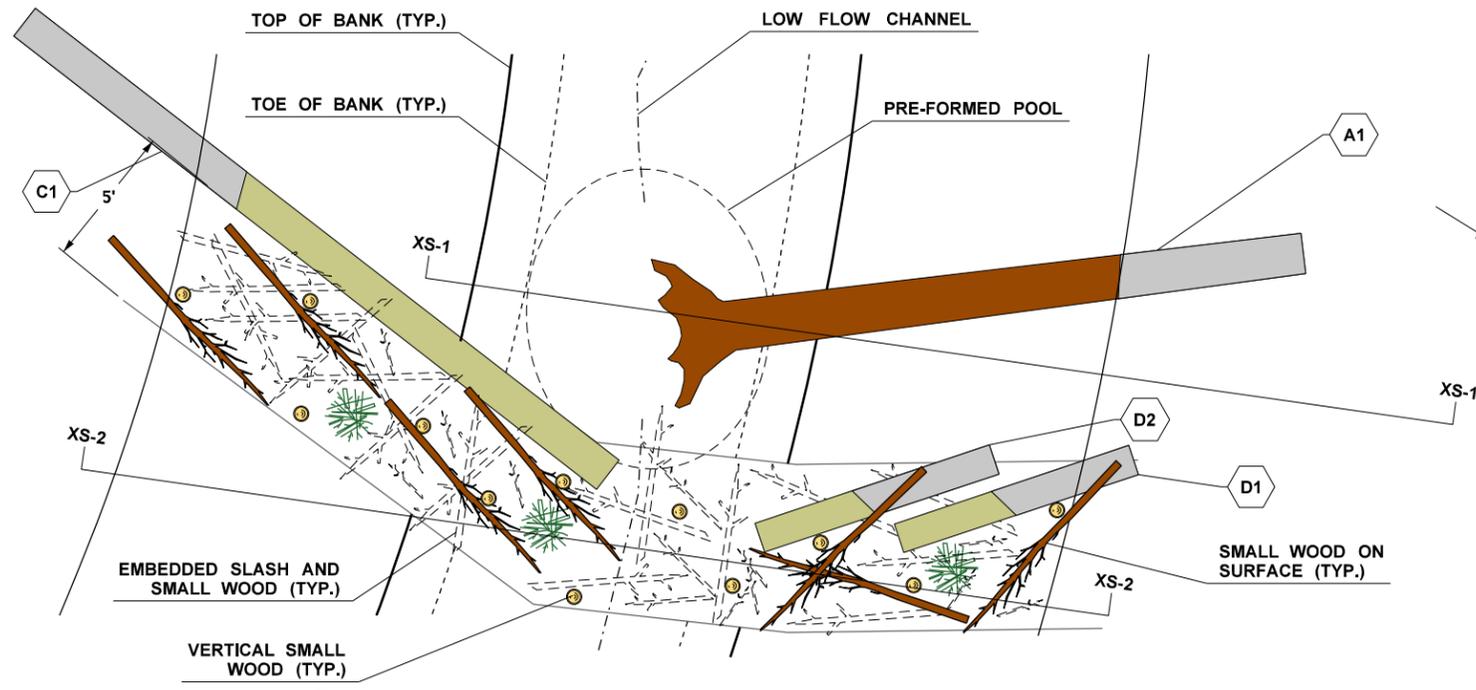
SR3 / SR16 / SR166  
GORST VICINITY  
REMOVE FISH BARRIERS  
OLNEY CREEK

STREAM DETAIL

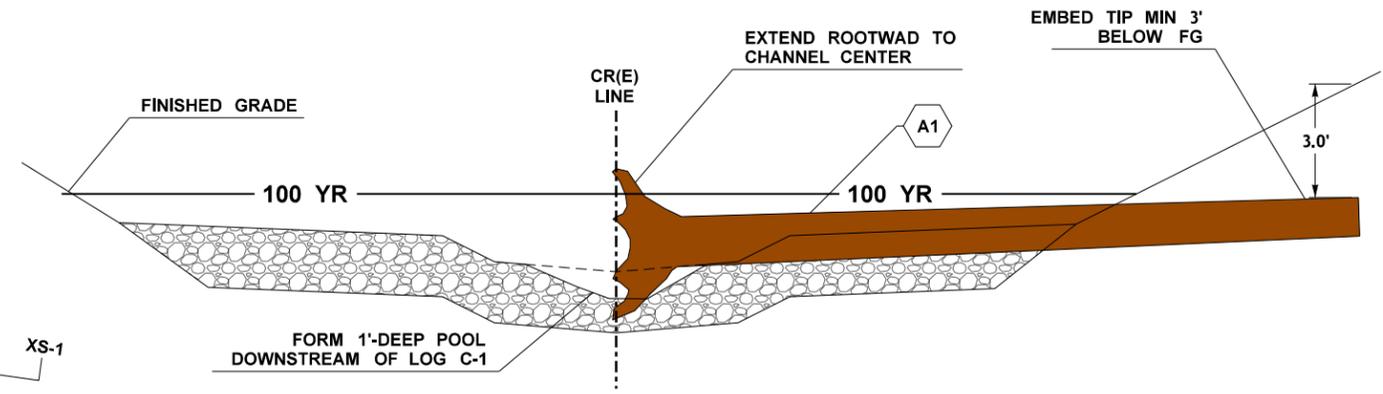
PLAN REF NO  
HYD1

SHEET  
16  
OF  
SHEETS

PRELIMINARY - NOT FOR CONSTRUCTION



**LWM CONFIGURATION B**  
PLAN VIEW  
(SEE NOTE 6)

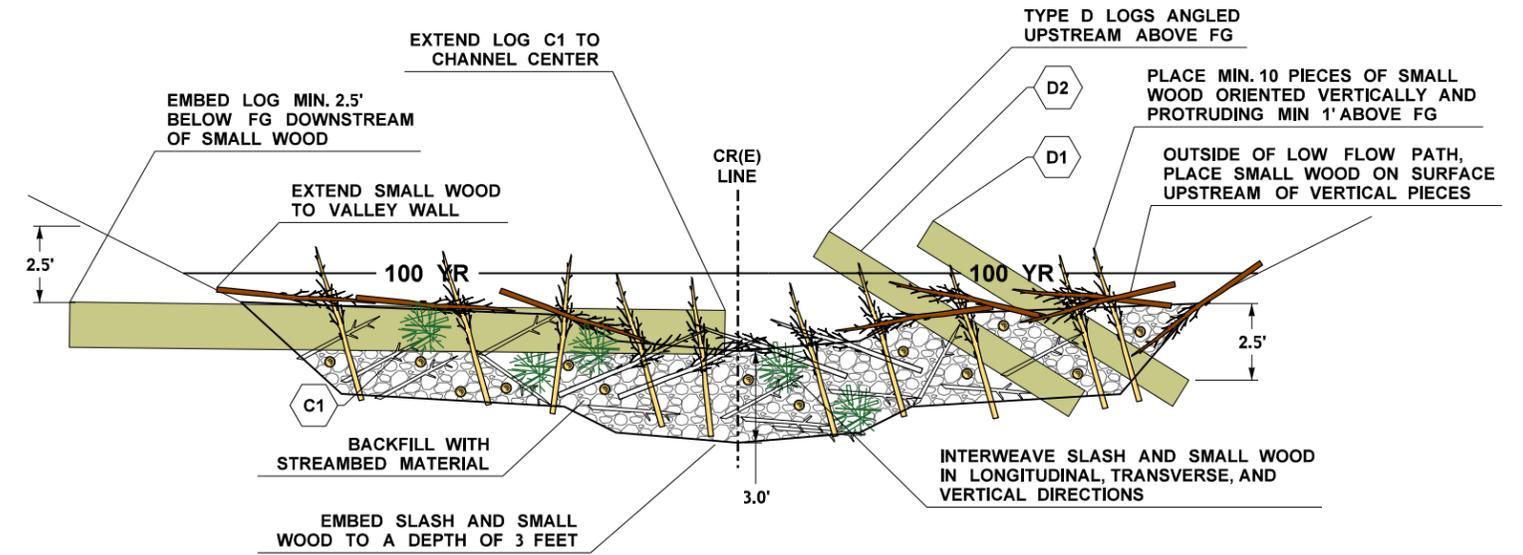


**LWM CONFIGURATION B**  
CROSS SECTION 1  
(SEE NOTE 6)

LWM CONFIGURATION B MATERIAL QUANTITIES (SEE NOTE 3)			
SYMBOL	DESCRIPTION	SPECIES	QTY
A	18" DBH 30' LONG LOG W ROOTWAD	CONIFER	1
C	18" DIAM 30' LONG LOG	NATIVE	1
D	12" DIAM 10' LONG LOG	NATIVE	2
	SLASH AND SMALL WOOD	NATIVE	15 CY

**NOTES:**

- FINAL PLACEMENT OF WOOD TO BE DIRECTED BY THE STREAM DESIGN ENGINEER IN THE FIELD.
- 100-YEAR WATER SURFACE IS APPROXIMATELY 2.7 FEET ABOVE PROFILE GRADE.
- QUANTITIES LISTED ON THIS SHEET ARE FOR EACH INDIVIDUAL CONFIGURATION B. REFER TO SHEET HYC1 FOR TOTAL MATERIAL QUANTITIES INCLUSIVE OF THOSE SHOWN ON THIS SHEET.
- RETAIN BARK, LIMBS, AND ROOTWADS OF HARVESTED TREES TO THE EXTENT PRACTICABLE. IF LIMBS CANNOT BE LEFT INTACT, SALVAGE FOR USE AS SLASH AND PLACE AS DIRECTED BY THE STREAM DESIGN ENGINEER.
- LOGS NOTED AS CONIFERS MUST BE CONIFEROUS. LOGS NOTED AS NATIVE MAY CONSIST OF CONIFEROUS OR DECIDUOUS SPECIES HARVESTED ON SITE. USE OF WESTERN RED CEDAR FOR LWM MAY BE APPROVED BY STREAM DESIGN ENGINEER. SEE SPECIAL PROVISION FOR WOODY MATERIAL.
- CONFIGURATION MAY BE MIRRORED ABOUT CHANNEL CENTERLINE. SEE SHEET HYC1 FOR LOCATION AND ORIENTATION.



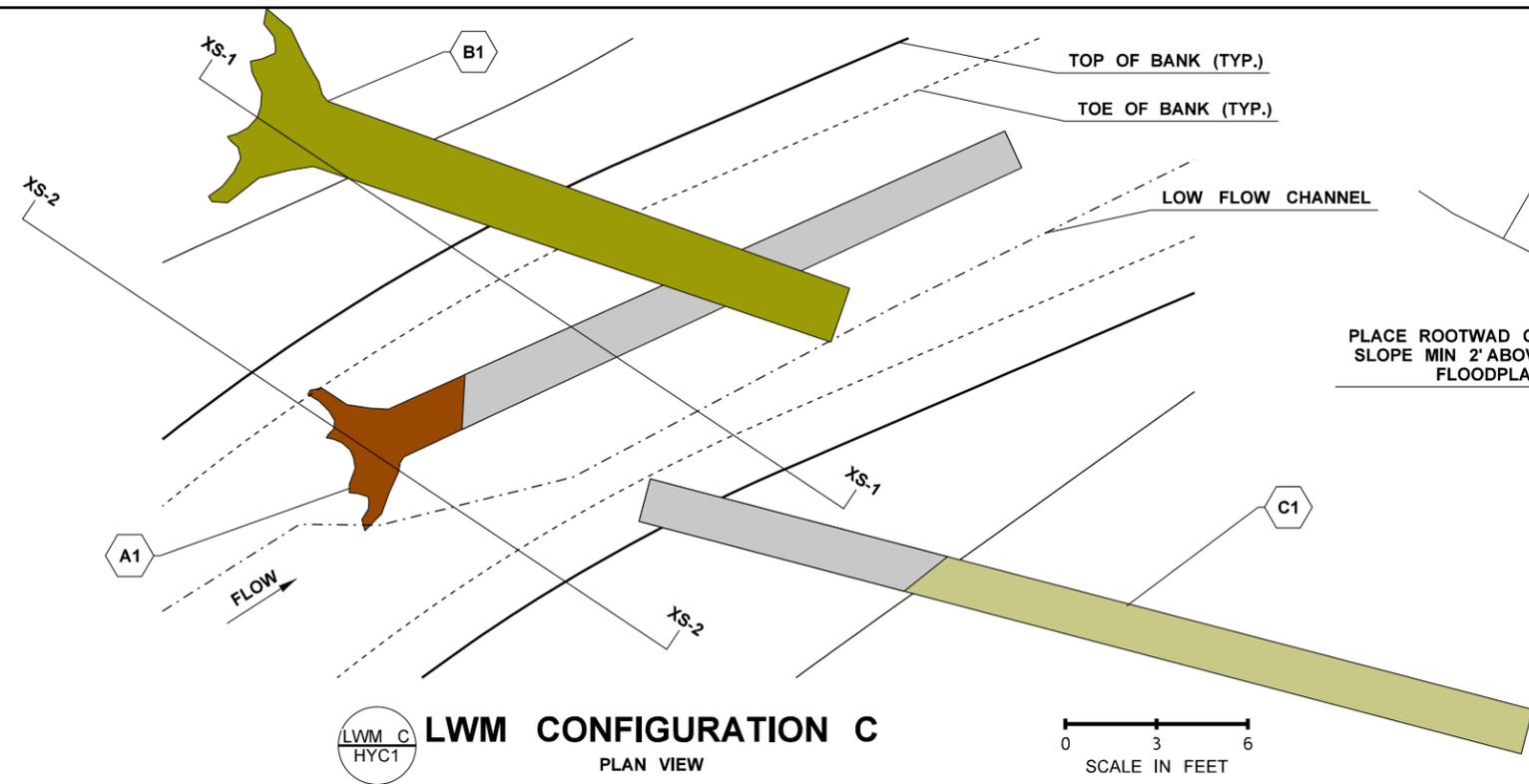
**LWM CONFIGURATION B**  
CROSS SECTION 2  
(SEE NOTE 6)

0 3 6  
SCALE IN FEET

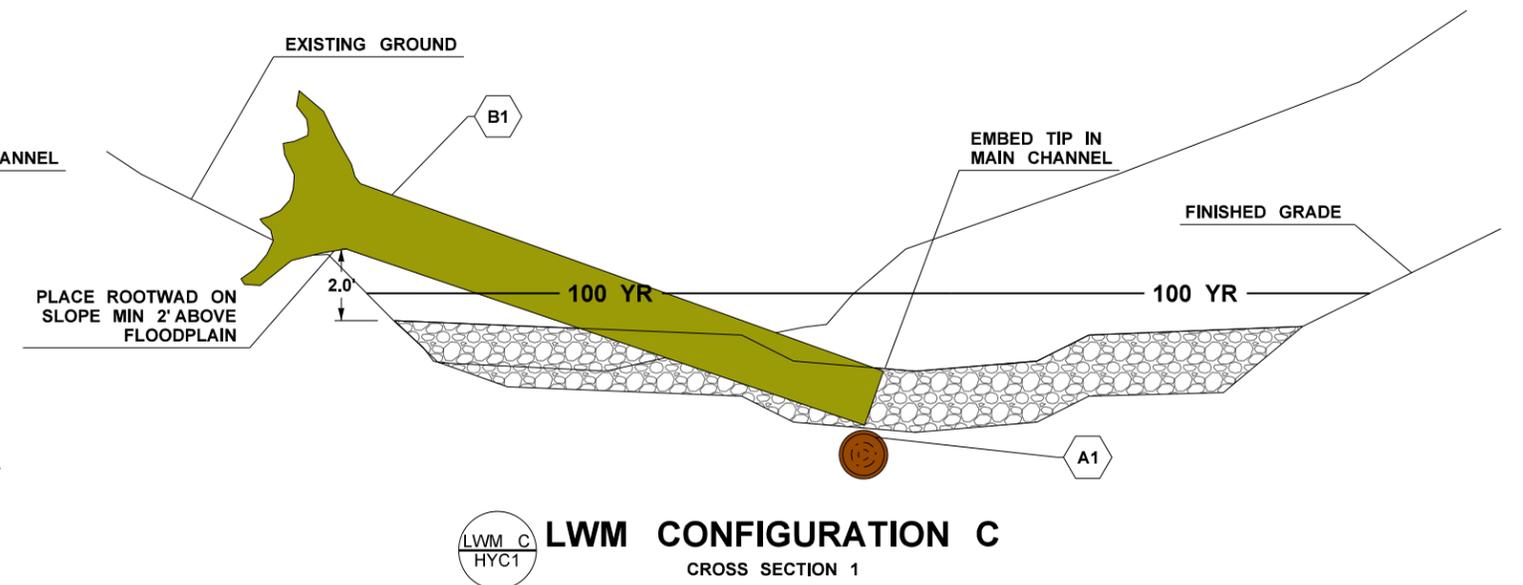
FILE NAME	XL6547_E_PS_HYD_02.dgn	REGION NO.	STATE	FED.AID PROJ.NO.
TIME	12:46:04 PM	10	WASH	
DATE	5/6/2025	JOB NUMBER	XL6547	
PLOTTED BY	Steven.Evans	CONTRACT NO.		LOCATION NO.
DESIGNED BY	S. EVANS			15.0201 0.90
ENTERED BY	S. EVANS			
CHECKED BY	N. DASLER			
PROJ. ENGR.	J. JANKE			
REGIONAL ADM.	S. ROARK	REVISION	DATE	BY

SITE E	Washington State Department of Transportation	SR3 / SR16 / SR166 GORST VICINITY REMOVE FISH BARRIERS OLNEY CREEK	PLAN REF NO
	<b>Kiewit</b> <b>kpff</b>		HYD2
		STREAM DETAIL	SHEET OF SHEETS

PRELIMINARY - NOT FOR CONSTRUCTION



**LWM CONFIGURATION C**  
PLAN VIEW

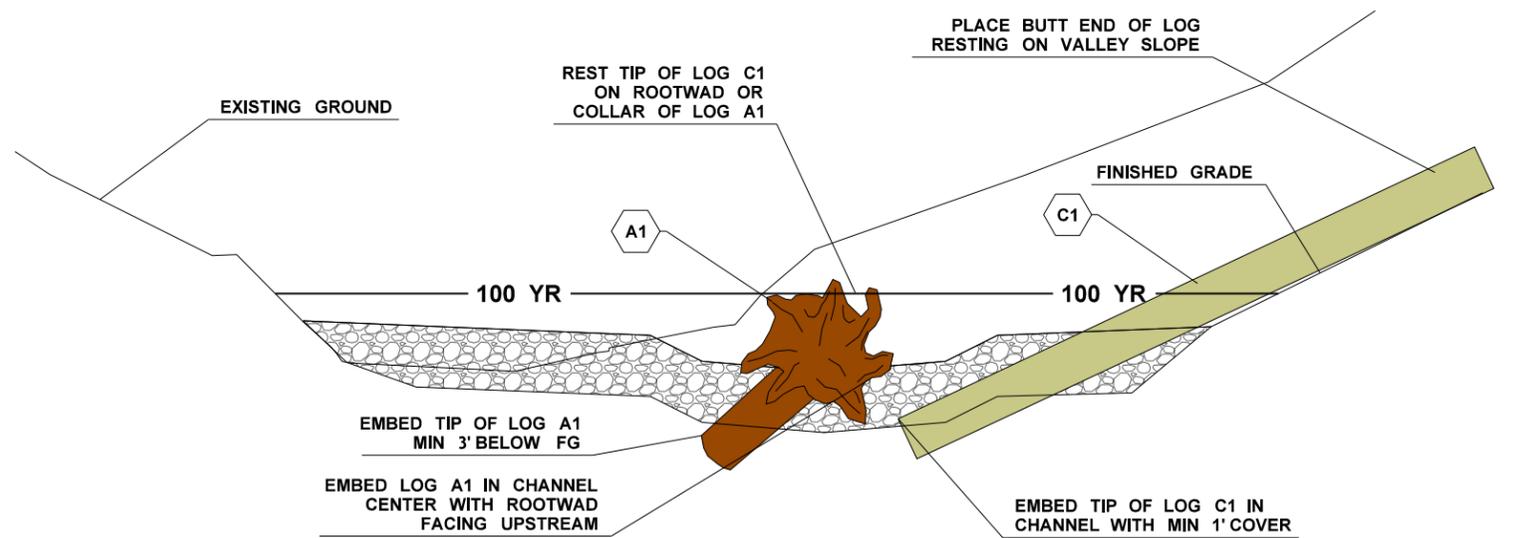


**LWM CONFIGURATION C**  
CROSS SECTION 1

LWM CONFIGURATION B MATERIAL QUANTITIES (SEE NOTE 3)			
SYMBOL	DESCRIPTION	SPECIES	QTY
	18" DBH 30' LONG LOG W ROOTWAD	CONIFER	1
	24" DBH 20' LONG LOG W ROOTWAD	NATIVE	1
	18" DIAM 30' LONG LOG	NATIVE	1

**NOTES:**

1. FINAL PLACEMENT OF WOOD TO BE DIRECTED BY THE STREAM DESIGN ENGINEER IN THE FIELD.
2. 100-YEAR WATER SURFACE IS APPROXIMATELY 2.7 FEET ABOVE PROFILE GRADE.
3. QUANTITIES LISTED ON THIS SHEET ARE FOR EACH INDIVIDUAL CONFIGURATION C. REFER TO SHEET HYC1 FOR TOTAL MATERIAL QUANTITIES INCLUSIVE OF THOSE SHOWN ON THIS SHEET.
4. RETAIN BARK, LIMBS, AND ROOTWADS OF HARVESTED TREES TO THE EXTENT PRACTICABLE. IF LIMBS CANNOT BE LEFT INTACT, SALVAGE FOR USE AS SLASH AND PLACE AS DIRECTED BY THE STREAM DESIGN ENGINEER.
5. LOGS NOTED AS CONIFERS MUST BE CONIFEROUS. LOGS NOTED AS NATIVE MAY CONSIST OF CONIFEROUS OR DECIDUOUS SPECIES HARVESTED ON SITE. USE OF WESTERN RED CEDAR FOR LWM MAY BE APPROVED BY STREAM DESIGN ENGINEER. SEE SPECIAL PROVISION FOR WOODY MATERIAL.



**LWM CONFIGURATION C**  
CROSS SECTION 2

FILE NAME	XL6547_E_PS_HYD_03.dgn	REGION NO.	STATE	FED.AID PROJ.NO.
TIME	12:46:11 PM	10	WASH	
DATE	5/6/2025	JOB NUMBER		
PLOTTED BY	Steven.Evans	CONTRACT NO.		
DESIGNED BY	S. EVANS	LOCATION NO.		
ENTERED BY	S. EVANS	15.0201	0.90	
CHECKED BY	N. DASLER			
PROJ. ENGR.	J. JANKE			
REGIONAL ADM.	S. ROARK	REVISION	DATE	BY

**SITE E**

Washington State Department of Transportation

**Kiewit**

**kpff**

P.E. STAMP BOX

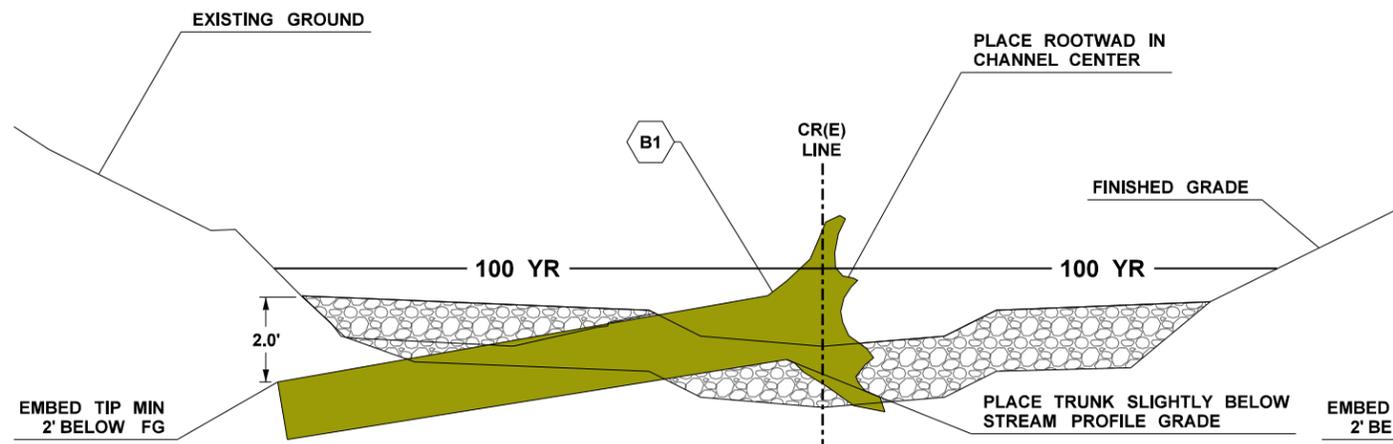
DATE

SR3 / SR16 / SR166  
GORST VICINITY  
REMOVE FISH BARRIERS  
OLNEY CREEK

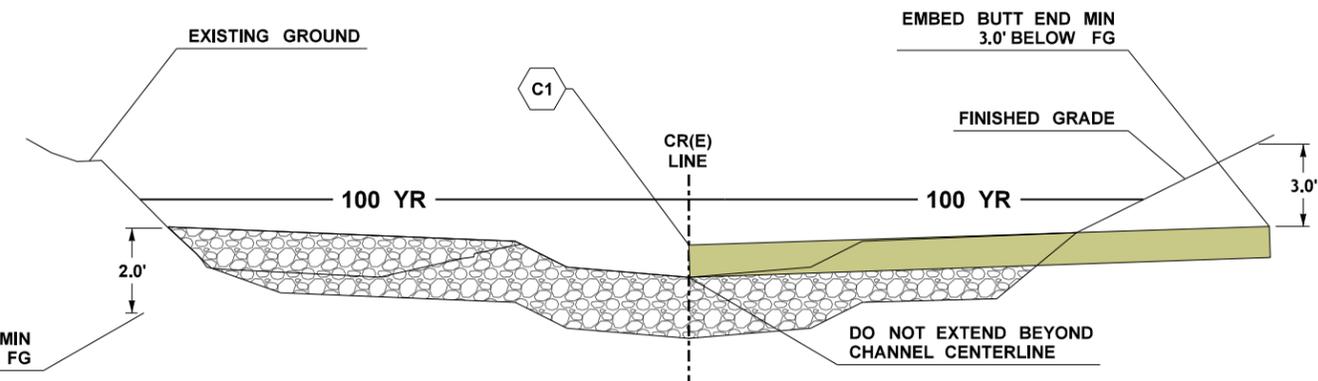
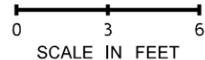
STREAM DETAIL

PLAN REF NO  
HYD3  
SHEET  
OF  
SHEETS

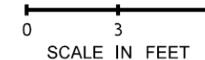
PRELIMINARY - NOT FOR CONSTRUCTION

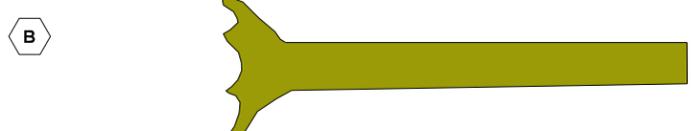


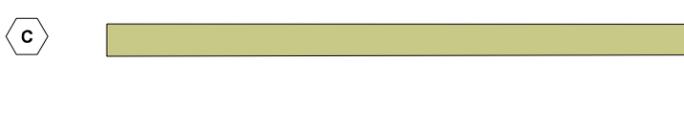
**LWM CONFIGURATION D**  
CROSS SECTION  
(SEE NOTE 6)



**LWM CONFIGURATION E**  
CROSS SECTION  
(SEE NOTE 6)

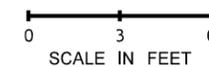


LWM CONFIGURATION D MATERIAL QUANTITIES (SEE NOTE 3)			
SYMBOL	DESCRIPTION	SPECIES	QTY
	20" DBH 20' LONG LOG W ROOTWAD	NATIVE	1

LWM CONFIGURATION E MATERIAL QUANTITIES (SEE NOTE 3)			
SYMBOL	DESCRIPTION	SPECIES	QTY
	18" DIAM 30' LONG LOG	NATIVE	1

**NOTES:**

- FINAL PLACEMENT OF WOOD TO BE DIRECTED BY THE STREAM DESIGN ENGINEER IN THE FIELD.
- 100-YEAR WATER SURFACE IS APPROXIMATELY 2.7 FEET ABOVE PROFILE GRADE.
- QUANTITIES LISTED ON THIS SHEET ARE FOR EACH INDIVIDUAL CONFIGURATION. REFER TO SHEET HYC1 FOR TOTAL MATERIAL QUANTITIES INCLUSIVE OF THOSE SHOWN ON THIS SHEET.
- RETAIN BARK, LIMBS, AND ROOTWADS OF HARVESTED TREES TO THE EXTENT PRACTICABLE. IF LIMBS CANNOT BE LEFT INTACT, SALVAGE FOR USE AS SLASH AND PLACE AS DIRECTED BY THE STREAM DESIGN ENGINEER.
- LOGS NOTED AS CONIFERS MUST BE CONIFEROUS. LOGS NOTED AS NATIVE MAY CONSIST OF CONIFEROUS OR DECIDUOUS SPECIES HARVESTED ON SITE. USE OF WESTERN RED CEDAR FOR LWM MAY BE APPROVED BY STREAM DESIGN ENGINEER. SEE SPECIAL PROVISION FOR WOODY MATERIAL.
- CONFIGURATION MAY BE MIRRORED ABOUT CHANNEL CENTERLINE. SEE SHEET HYC1 FOR LOCATION AND ORIENTATION OF LWM.



FILE NAME	XL6547_E_PS_HYD_04.dgn	REGION NO.	10	STATE	WASH	FED.AID PROJ.NO.	
TIME	12:46:24 PM	JOB NUMBER	XL6547	CONTRACT NO.		LOCATION NO.	15.0201 0.90
DATE	5/6/2025	PROJ. ENGR.	J. JANKE	REGIONAL ADM.	S. ROARK	REVISION	DATE BY

**SITE E**

Washington State Department of Transportation

**Kiewit**

**kpff**

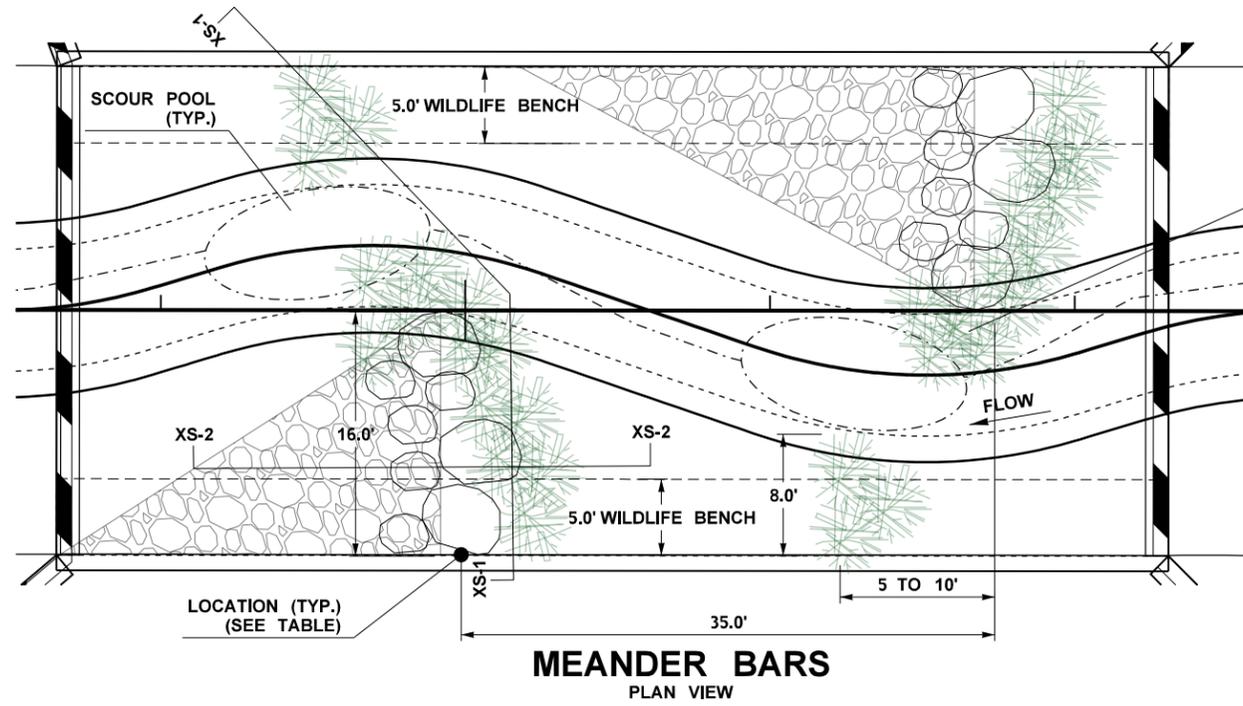
P.E. STAMP BOX DATE

SR3 / SR16 / SR166  
GORST VICINITY  
REMOVE FISH BARRIERS  
OLNEY CREEK

STREAM DETAIL

PLAN REF NO  
HYD4  
SHEET  
OF  
SHEETS

PRELIMINARY - NOT FOR CONSTRUCTION

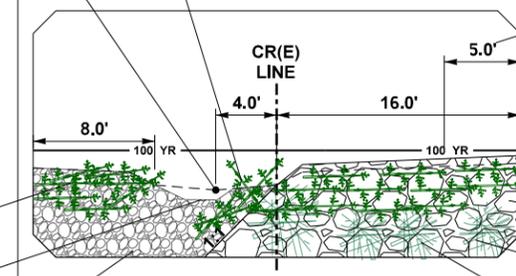


WRAP SLASH AROUND TIP OF MEANDER BAR HEAD (TYP.)

WRAP SLASH AND SMALL WOOD AROUND TIP OF MEANDER BAR HEAD  
CR(E)-LINE PROFILE GRADE

SEE STRUCTURES SHEETS FOR CULVERT DETAILS  
WITHIN 5'-WILDLIFE BENCH, BACKFILL BOULDERS WITH STREAMBED SEDIMENT TO CREATE LEVEL WALKING SURFACE

EMBED SLASH AND SMALL WOOD INTO TOP 3 LIFTS ALONG BANK OPPOSITE MEANDER BAR  
FORM 6" TO 1'-DEEP SCOUR POOL  
STREAMBED MATERIAL (SEE TABLE)



EXTEND HEAD MATERIAL 1' ABOVE NOMINAL BENCH ELEVATION

PLACE TAIL MATERIAL DOWNSTREAM OF EACH HEAD

HEAD MATERIAL (SEE TABLE)

EMBED SLASH AND SMALL WOOD UPSTREAM OF MEANDER BAR HEAD

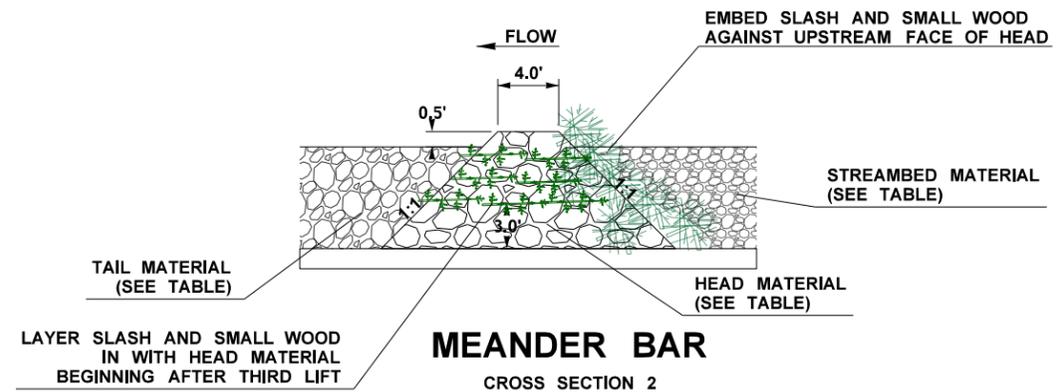
**MEANDER BAR**  
CROSS SECTION 1  
(SEE NOTE 3)

**TABLE OF STREAM MATERIALS**

MATERIAL	COMPOSITION
STREAMBED MATERIAL	100% STREAMBED SEDIMENT
MEANDER BAR TAIL	67% 12" COBBLES, 33% STREAMBED SEDIMENT
MEANDER BAR HEAD	50% TYPE 1 BOULDERS, 25% 12" COBBLES, 25% STREAMBED SEDIMENT

**TABLE OF MEANDER BAR LOCATIONS**

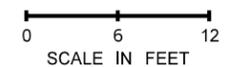
FEATURE	STATION	SIDE (FACING UPSTREAM)	WIDTH
MEANDER BAR	CR(E) 5+00	RIGHT	16.0'
MEANDER BAR	CR(E) 5+35	LEFT	16.0'



**MEANDER BAR**  
CROSS SECTION 2

**NOTES:**

1. FINAL PLACEMENT OF WOOD TO BE DIRECTED BY THE STREAM DESIGN ENGINEER IN THE FIELD.
2. 100-YEAR WATER SURFACE IS APPROXIMATELY 2.5 FEET ABOVE PROFILE GRADE.
3. CONFIGURATION MAY BE MIRRORED ABOUT CHANNEL CENTERLINE. SEE SHEET HYC1 FOR LOCATIONS AND ORIENTATION.
4. USE APPROXIMATELY 16 CY OF SLASH AND SMALL WOOD AT EACH MEANDER BAR. SEE SPECIAL PROVISION FOR WOODY MATERIAL.
5. SEE WSDOT STANDARD SPECIFICATION 8-30 "WATER CROSSINGS" FOR PLACEMENT OF STREAMBED MATERIAL.



FILE NAME	XL6547_E_PS_HYD_05.dgn	REGION NO.	STATE	FED.AID PROJ.NO.
TIME	12:46:30 PM	10	WASH	
DATE	5/6/2025	JOB NUMBER	XL6547	
PLOTTED BY	Steven.Evans	CONTRACT NO.		LOCATION NO.
DESIGNED BY	S. EVANS			15.0201 0.90
ENTERED BY	S. EVANS			
CHECKED BY	N. DASLER			
PROJ. ENGR.	J. JANKE			
REGIONAL ADM.	S. ROARK	REVISION	DATE	BY

SITE E

Washington State Department of Transportation

**Kiewit**

**kpff**

P.E. STAMP BOX

DATE

SR3 / SR16 / SR166  
GORST VICINITY  
REMOVE FISH BARRIERS  
OLNEY CREEK

STREAM DETAIL

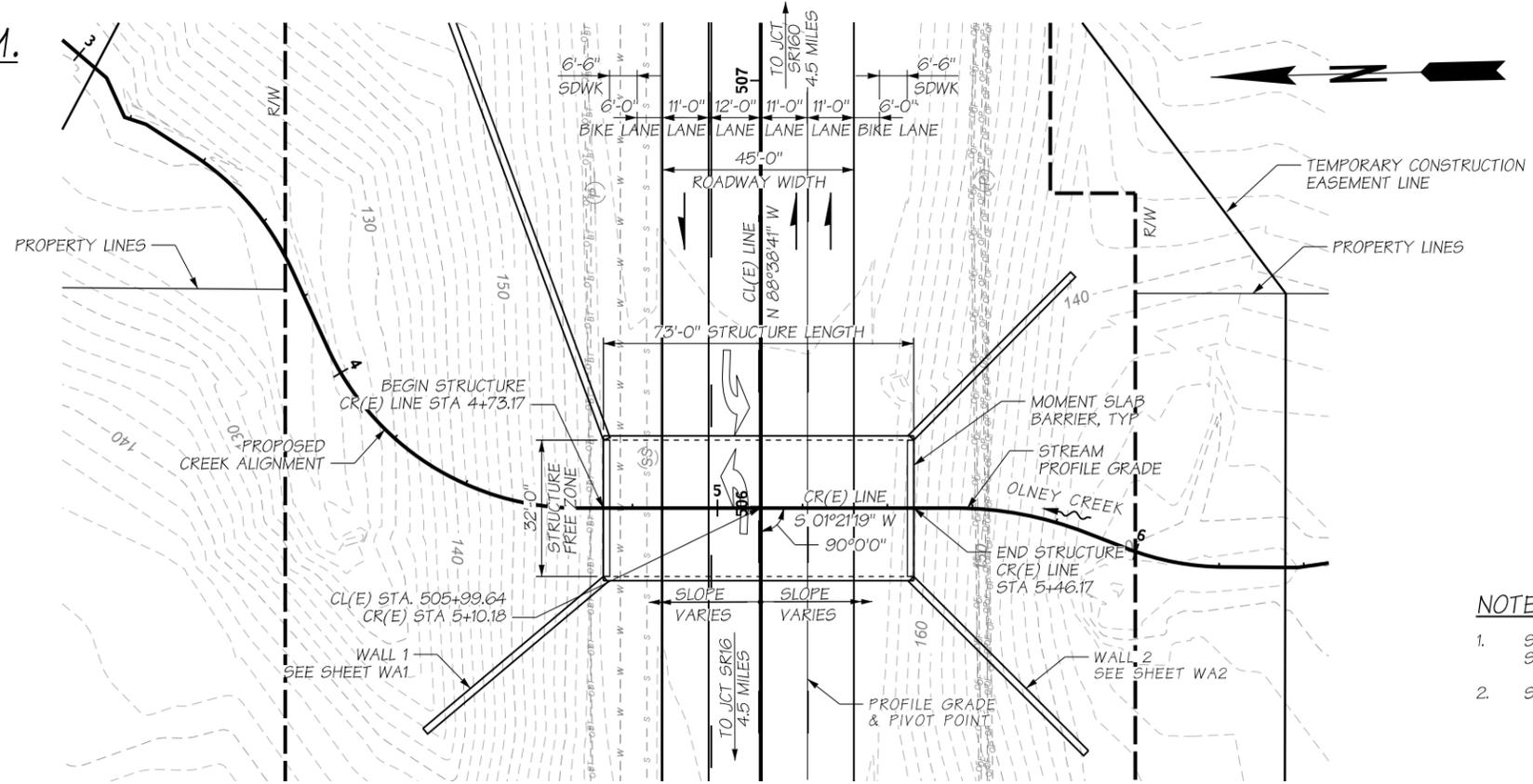
PLAN REF NO  
HYD5

SHEET  
20  
OF  
SHEETS

PRELIMINARY - NOT FOR CONSTRUCTION

SEC. 25, T.24N. R.1E. W.M.  
KITSAP COUNTY

SR166

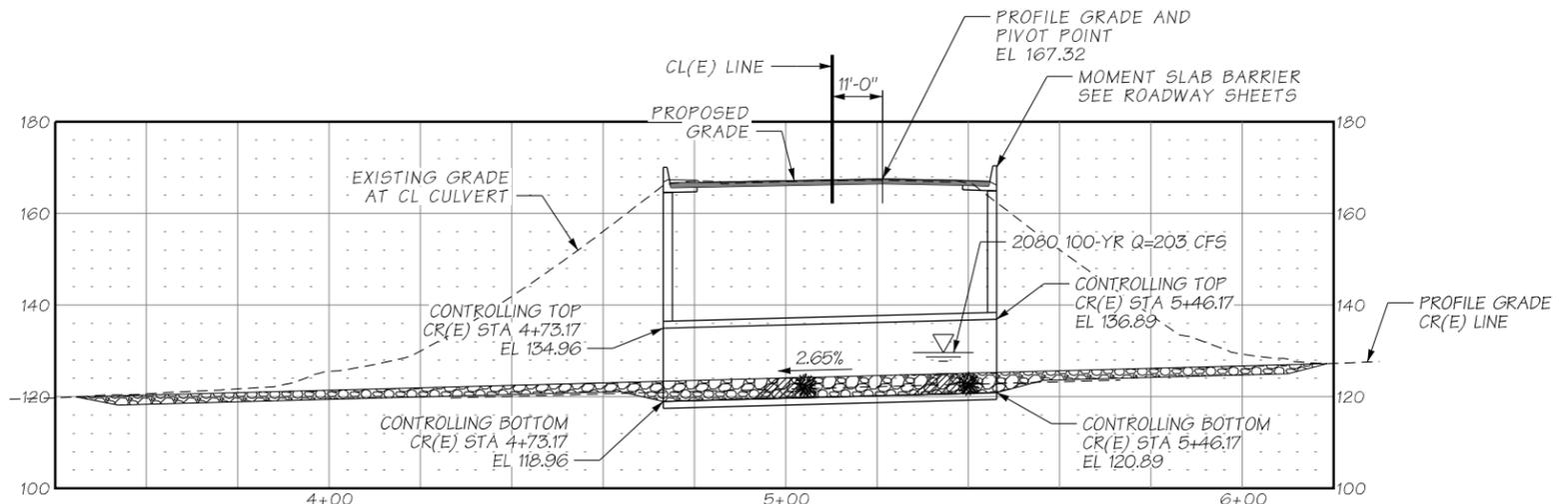


- NOTES:**
1. SURFACE FINISH FOR WALLS AND BURIED STRUCTURE SHALL BE PER THE RFP.
  2. SEE WALL SHEETS FOR WALL GEOMETRY.

PLAN

LEGEND

- S-S-S-S-S- SANITARY SEWER
- OT-OT-OT- OVERHEAD TELEPHONE
- W-W-W-W-W- WATER LINE
- OP-OP-OP- OVERHEAD POWER
- - - - - EXIST. CONTOURS
- (P) POWER POLE



ELEVATION

DRAWN ALONG CR(E) LINE ALIGNMENT  
GRADE ELEVATIONS SHOWN ARE FINISH GRADE AND EQUAL TO PROFILE GRADE

BURIED STRUCTURE  
PRECAST REINFORCED  
CONCRETE BOX CULVERT  
LOADING: HL-93  
SEISMIC OPERATIONAL  
CLASSIFICATION: ORDINARY

FILE NO. SHEET



FILE NAME	XL6547_E_15.0201_0.90_PS_ST_01	REGION NO.	STATE	FED.AID PROJ.NO.	SITE E	Washington State Department of Transportation	SR 3, SR 16, SR 166 GORST VICINITY REMOVE FISH BARRIERS
BRIDGE DESIGN ENGR D. KOZAK		10	WASH				CROSSING E - OLNEY CREEK
SUPERVISOR A. OLSON		JOB NUMBER					BRIDGE NO. 166/25
DESIGNED BY D. KOZAK		CONTRACT NO.		LOCATION NO.			STRUCTURE PLAN AND ELEVATION
CHECKED BY A. OLSON				15.0201_0.90			
PRELIM PLAN BY D. KOZAK							
ARCHITECT/SPECIALIST	REVISION	DATE	BY				

PRELIMINARY - NOT FOR CONSTRUCTION



## DESIGN CRITERIA

- THE STRUCTURE SHALL BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATION 9TH EDITION, 2020 AND THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION BRIDGE DESIGN MANUAL (LRFD) DATED 2023.
- ALL STRUCTURES SHALL BE DESIGNED FOR VEHICULAR LIVE LOADING HL-93.
- THE SEISMIC DESIGN OF THIS STRUCTURE SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AASHTO GUIDE SPECIFICATIONS FOR LRFD SEISMIC DESIGN CATEGORY D, SITE CLASS E.

PGA: 0.51 S<sub>s</sub>: 1.18 S<sub>1</sub>: 0.32  
 FPA: 1.19 Fa: 0.93 Fv: 2.73  
 As: 0.61 S<sub>ds</sub>: 1.10 S<sub>d1</sub>: 0.87

- CULVERTS SHALL BE DESIGNED USING THE AT REST EARTH PRESSURES IF THE SOIL PLACED BEHIND THE WALL IS PLACED AND COMPACTED ADEQUATELY. THE EARTH PRESSURES SHOULD BE IGNORED ABOVE THE TOP OF THE CULVERT.
- DEPTH OF OVEREXCAVATION IS DEFINED ON SHEET ST04.
- BACKFILL FOR CULVERT AND WINGWALL OVEREXCAVATION SHALL BE QUARRY SPALLS (SPEC. 9-13.1(5)) WITH MAXIMUM SIZE LIMITED TO 4-INCH OR BALLAST (SPEC. 9-03.9(1)).

FOR CULVERTS, THE UPPER 6-INCHES (MINIMUM) SHALL CONSIST OF GRAVEL BACKFILL FOR PIPE ZONE BEDDING (SPEC. 9-03.12(3)) OR AASHTO GRADING NO. 57 (SPEC. 9-03.1(4)C).

FOR WINGWALLS, THE UPPER 6-INCHES (MINIMUM) SHALL CONSIST OF CRUSHED SURFACING BASE COURSE (SPEC. 9-03.9(3)).

- BURIED STRUCTURE AND WINGWALLS ARE TO BE DESIGNED BY CULVERT AND WINGWALL MANUFACTURERS. SEE GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION NOT SHOWN. WHERE CONFLICT OCCURS BETWEEN THIS SECTION AND GEOTECHNICAL REPORT, GEOTECHNICAL REPORT SHALL GOVERN.

### RESISTANCE FACTORS:

SLIDING:  
 - STRENGTH LIMIT = 0.9  
 - EXTREME LIMIT = 1.0

PASSIVE RESISTANCE:  
 - STRENGTH LIMIT = 0.5  
 - EXTREME LIMIT = 1.0

### WINGWALL ASSUMPTIONS:

STRUCTURAL EARTH WALL

- THE BACK OF WALL IS VERTICAL.
- LATERAL EARTH PRESSURES ASSUME BACKSLOPE ANGLE,  $\beta$  = TBD.
- THE SOIL BEHIND THE WALL IS ADEQUATELY DRAINED SUCH THAT HYDROSTATIC PRESSURES DO NOT DEVELOP.
- FOR STATIC CONDITIONS, PASSIVE RESISTANCE SHALL BE IGNORED IN THE UPPER 2 FEET BELOW THE GROUND SURFACE IF THE FOOTING IS NOT COVERED WITH A CONCRETE SLAB AND SHOULD BE IGNORED ENTIRELY IF THE SOIL COULD BE REMOVED IN THE FUTURE DUE TO CONSTRICTION ACTIVITIES OR EROSION. FOR SEISMIC CONDITIONS, THE PASSIVE RESISTANCE CAN BE RELIED ON FOR THE FULL DEPTH, D.
- THE TRAFFIC SURCHARGE IS BASED ON A VERTICAL PRESSURE OF 250 PSF.
- SEISMIC DESIGN IS REQUIRED FOR WINGWALLS OVER 10 FEET IN HEIGHT. IT IS ALSO REQUIRED FOR WALLS WHOSE COLLAPSE WOULD CAUSE AN ABRUPT ELEVATION CHANGE WITHIN PART OR ALL OF THE TRAVELED WAY.

## 4-SIDED BOX CULVERT

- SLIDING COEFFICIENT FOR PRECAST CONCRETE,  $\tan \delta$  = 0.5
- BACKFILL AROUND CULVERT ASSUMED TO MEET GRAVEL BORROW (WSDOT STD. SPEC. 9-03.14(1))

EFFECTIVE FRICTION ANGLE,  $\phi$  = 38 DEGREES

TOTAL UNIT WEIGHT,  $\gamma$  = 135 PCF

BUOYANT UNIT WEIGHT,  $\gamma'$  = 72.6 PCF

STATIC AT-REST EP COEFFICIENT,  $K_0$  = 0.38

SEISMIC AT-REST EP COEFFICIENT,  $K_{oe}$  = 1.01

CONSTANT HORIZONTAL EP (TRAFFIC SURCHARGE) = 95 PSF

- GROUNDWATER ELEVATION (MAX) = TBD FEET MSL  
 GROUNDWATER ELEVATION (AUGUST) = TBD FEET MSL
- BEARING CAPACITY, SEE GEOTECHNICAL MEMO FOR BEARING CAPACITY CHARTS.

## WINGWALL

STRUCTURAL EARTH WALL

- SLIDING COEFFICIENT FOR PRECAST CONCRETE,  $\tan \delta$  = 0.5
- RETAINED FILL AROUND WINGWALL ASSUMED TO MEET GRAVEL BORROW (WSDOT STD. SPEC. 9-03.14(1))

EFFECTIVE FRICTION ANGLE,  $\phi$  = 38 DEGREES

TOTAL UNIT WEIGHT,  $\gamma$  = 135 PCF

BUOYANT UNIT WEIGHT,  $\gamma'$  = 73 PCF

STATIC ACTIVE EP COEFFICIENT,  $K_a$  = 0.22

SEISMIC ACTIVE EP COEFFICIENT,  $K_{ae}$  = 0.45

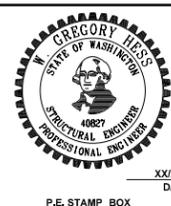
CONSTANT HORIZONTAL EP (TRAFFIC SURCHARGE) = 55 PSF

- BACKFILL IN FRONT WINGWALL ASSUMED TO MEET COMMON BORROW (WSDOT STD. SPEC. 9-03.14(3))  
 STATIC PASSIVE EP COEFFICIENT,  $K_p$  = 7.99  
 SEISMIC PASSIVE EP COEFFICIENT,  $K_{pe}$  = 5.22
- BEARING CAPACITY, SEE GEOTECHNICAL MEMO FOR BEARING CAPACITY CHARTS.
- THE SEW REINFORCING LENGTH SHALL BE A MINIMUM OF 8FT OR 0.7 TIMES THE WALL HEIGHT, WHICHEVER IS LARGER.
- LATERAL DISPLACEMENT DURING/ AFTER SEISMIC EVENT ESTIMATED TO BE TBD INCHES.

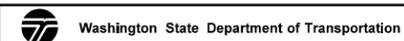
SR FILE NO. SHEET

FILE NAME	XL6547_E_15.0201_0.90_PS_ST_03		
BRIDGE DESIGN ENGR D. KOZAK			
SUPERVISOR A. OLSON			
DESIGNED BY D. KOZAK			
CHECKED BY A. OLSON			
DETAILED BY R. JACKSON			
BRIDGE PROJECT ENGR G. HESS			
PRELIM PLAN BY D. KOZAK			
ARCHITECT/SPECIALIST	REVISION	DATE	BY

REGION NO.	STATE	FED.AID PROJ.NO.
10	WASH	
JOB NUMBER		
CONTRACT NO.	LOCATION NO.	
	15.0201_0.90	



SITE E

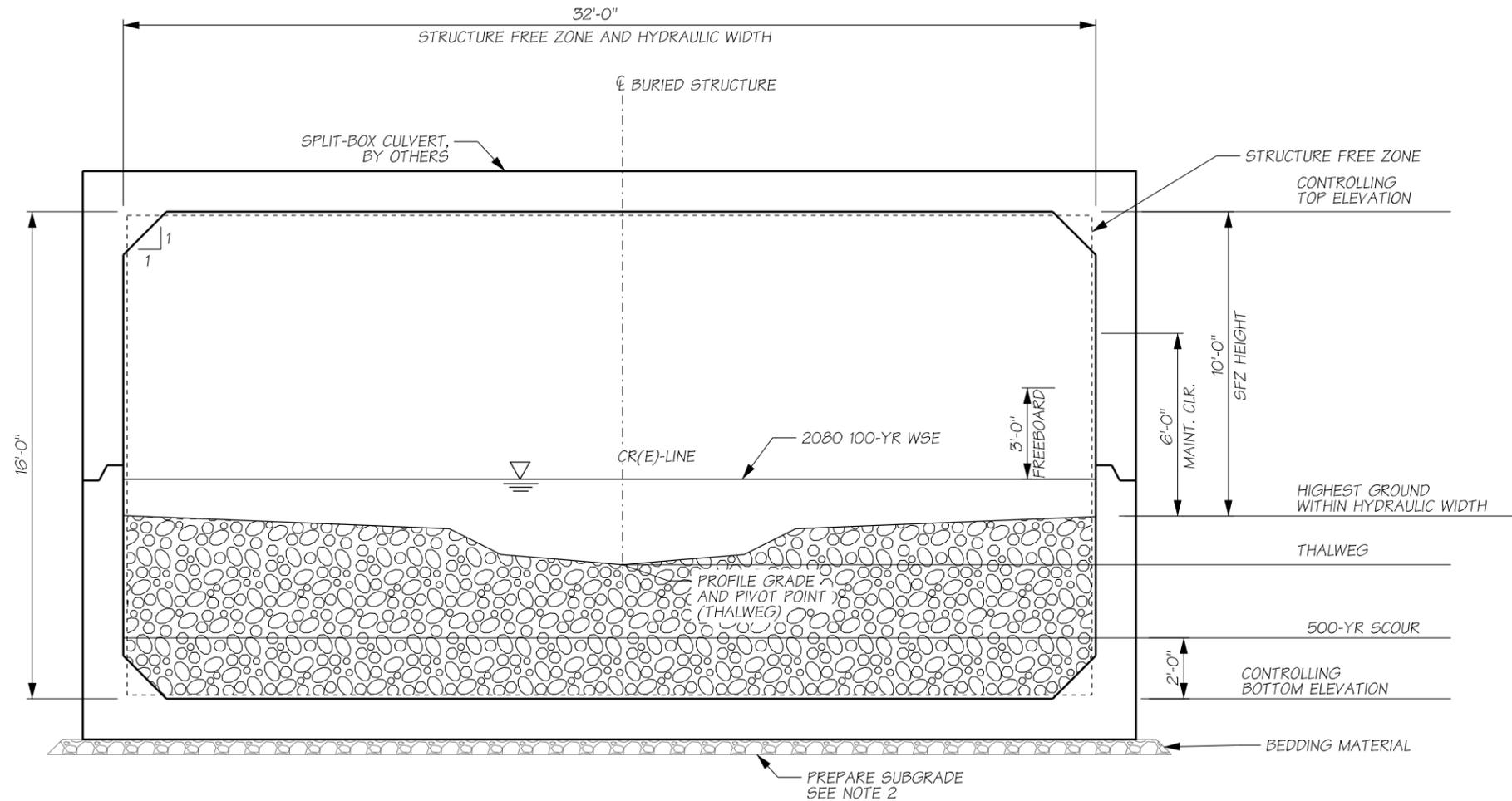


SR 3, SR 16, SR 166  
 GORST VICINITY  
 REMOVE FISH BARRIERS  
 CROSSING E - OLNEY CREEK  
 BRIDGE NO. 166/25  
 GENERAL STRUCTURAL NOTES 2

PLAN REF NO  
 ST3  
 SHEET  
 OF  
 SHEETS

PRELIMINARY - NOT FOR CONSTRUCTION

KEY CULVERT ELEVATIONS		
DESCRIPTION	INLET	OUTLET
CONTROLLING TOP ELEVATION	136.89	134.96
2080 100-YR WSE	128.10	126.40
HIGHEST GROUND WITHIN HYDRAULIC WIDTH	126.89	124.96
THALWEG	125.29	123.36
500-YR SCOUR	122.89	120.96
CONTROLLING BOTTOM ELEVATION	120.89	118.96
OHW LEVEL	126.60	124.70



**NOTES:**

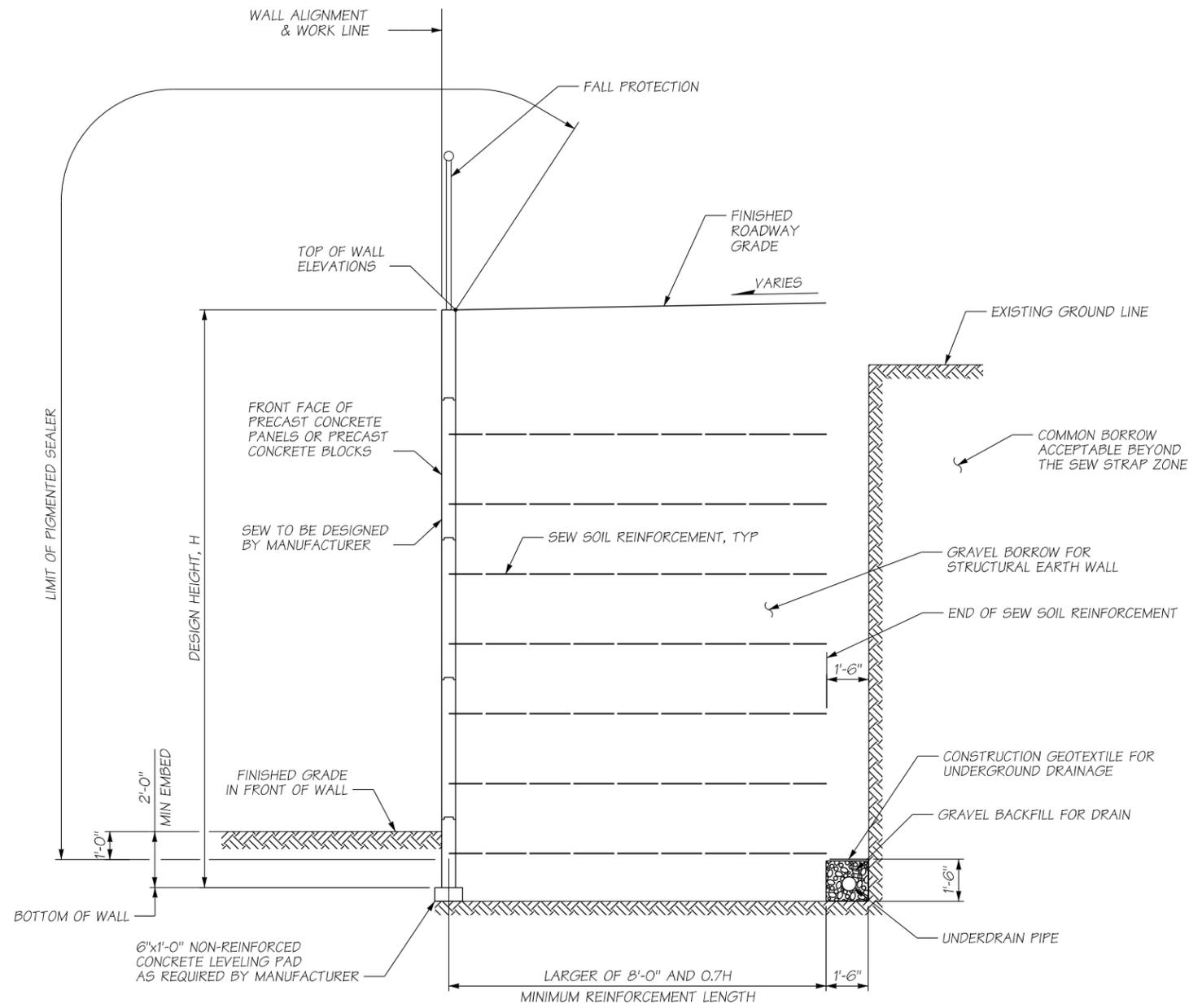
1. FINAL SPLIT-BOX CULVERT DIMENSIONS INCLUDING WALL AND LID THICKNESSES ARE TO BE DETERMINED BY BOX SUPPLIER. STRUCTURE FREE ZONE SHALL BE MAINTAINED.
2. OVEREXCAVATE TO 6 INCHES BELOW THE FOUNDATION. COMPACT AND PROOF ROLL EXPOSED SUBGRADE. REMOVE AND REPLACE LOOSE, SOFT, AND/OR WET, SPONGY SOIL ZONES WITH STRUCTURAL FILL.

**TYPICAL BOX CULVERT SECTION**  
DIMENSIONS NORMAL TO BOX CENTERLINE

SR FILE NO. SHEET

FILE NAME BRIDGE DESIGN ENGR D. KOZAK SUPERVISOR A. OLSON DESIGNED BY D. KOZAK CHECKED BY A. OLSON DETAILED BY R. JACKSON BRIDGE PROJECT ENGR G. HESS PRELIM PLAN BY D. KOZAK ARCHITECT/SPECIALIST		XL6547_E_15.0201_0.90_PS_ST_04		REGION NO. 10	STATE WASH	FED.AID PROJ.NO.		SITE E		 	SR 3, SR 16, SR 166 GORST VICINITY REMOVE FISH BARRIERS CROSSING E - OLNEY CREEK BRIDGE NO. 166/25 STRUCTURE SECTION	PLAN REF NO ST4
REVISION		DATE	BY	CONTRACT NO.	LOCATION NO. 15.0201_0.90	XXXXXX DATE						SHEET OF SHEETS

PRELIMINARY - NOT FOR CONSTRUCTION



TYPICAL WALL SECTION

SR FILE NO. SHEET

FILE NAME	XL6547_E_15.0201_0.90_PS_ST_05		
BRIDGE DESIGN ENGR D. KOZAK			
SUPERVISOR A. OLSON			
DESIGNED BY D. KOZAK			
CHECKED BY A. OLSON			
DETAILED BY R. JACKSON			
BRIDGE PROJECT ENGR G. HESS			
PRELIM PLAN BY D. KOZAK			
ARCHITECT/SPECIALIST	REVISION	DATE	BY

REGION NO.	STATE	FED.AID PROJ.NO.
10	WASH	
JOB NUMBER		
CONTRACT NO.	LOCATION NO.	
	15.0201_0.90	



**SITE E**

Washington State Department of Transportation

**Kiewit**

**kpff**

**SR 3, SR 16, SR 166**

**GORST VICINITY**

**REMOVE FISH BARRIERS**

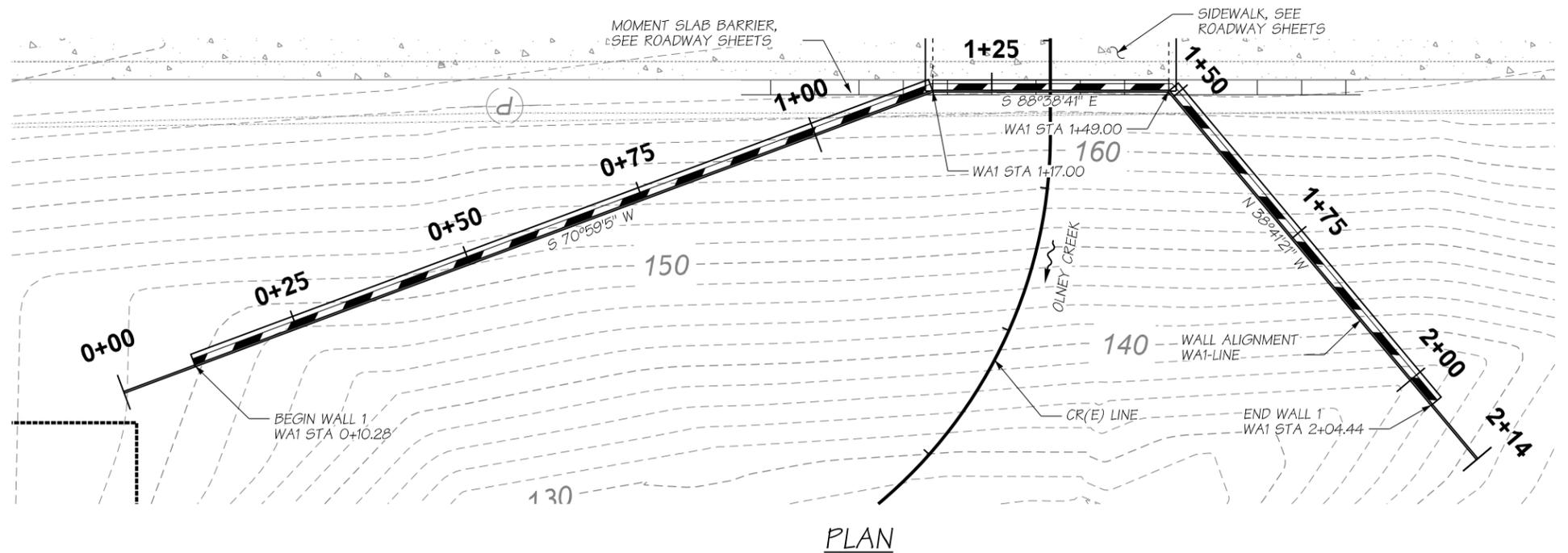
CROSSING E - OLNEY CREEK

BRIDGE NO. 166/25

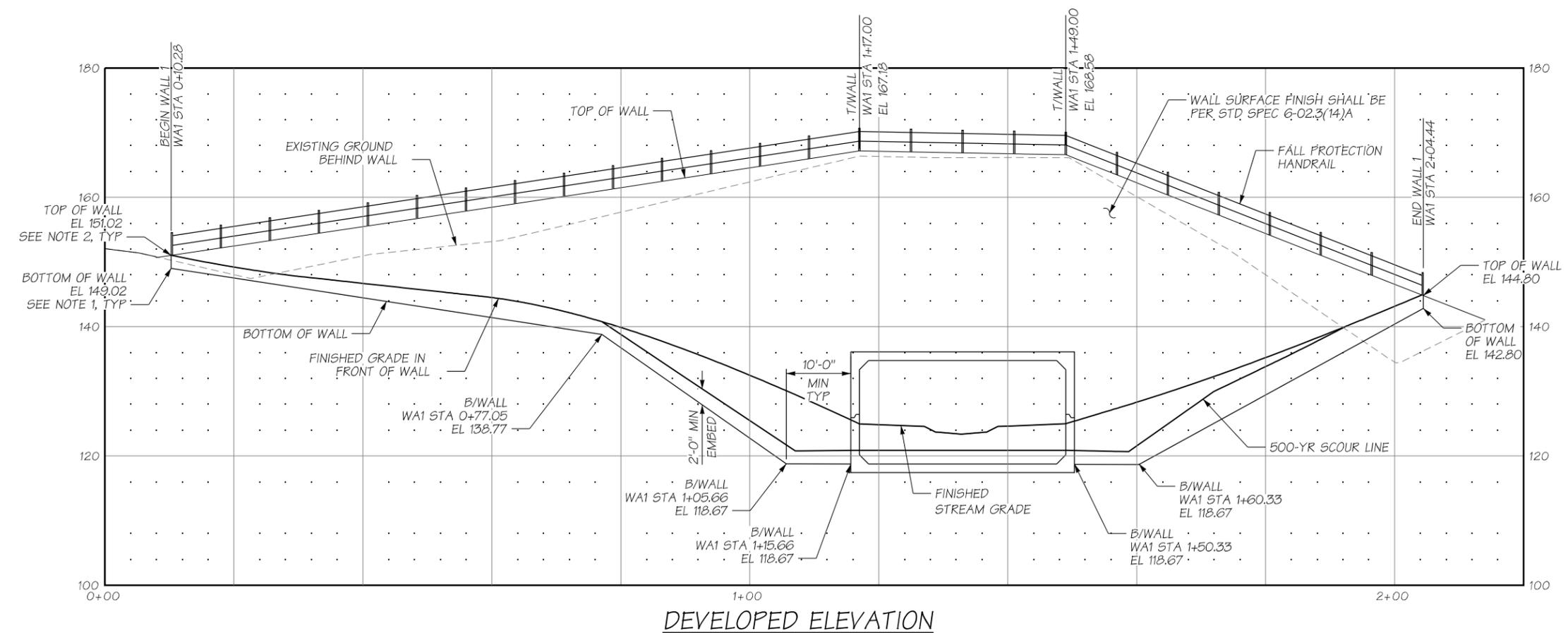
TYPICAL WALL SECTION

PLAN REF NO
ST5
SHEET
OF
SHEETS

PRELIMINARY - NOT FOR CONSTRUCTION



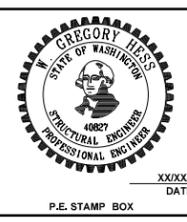
- NOTES:**
- BOTTOM OF WALL SHOWN ON THIS SHEET IS THE HIGHEST ALLOWABLE ELEVATION FOR THE BOTTOM OF THE WALL FOOTING. BOTTOM OF WALL TO BE DEFINED BY WALL SUPPLIER AND SHALL MEET THE REQUIREMENTS OF WSDOT GDM 15-4.5.
  - TOP OF WALL IS MAXIMUM REQUIRED ELEVATION. ACTUAL TOP OF WALL MAY DIFFER.
  - WALL ALIGNMENT DEFINITION IS TAKEN AT FRONT FACE OF TOP OF WALL.



**DEVELOPED ELEVATION**

SR FILE NO. SHEET

FILE NAME		XL6547_E_15.0201_0.90_PS_WA_01	
BRIDGE DESIGN ENGR	D. KOZAK	REGION NO.	STATE
SUPERVISOR	A. OLSON	10	WASH
DESIGNED BY	D. KOZAK	JOB NUMBER	
CHECKED BY	A. OLSON	CONTRACT NO.	
DETAILED BY	R. JACKSON	LOCATION NO.	
BRIDGE PROJECT ENGR	G. HESS		
PRELIM PLAN BY	D. KOZAK		
ARCHITECT/SPECIALIST		REVISION	DATE BY



**SITE E**

Washington State Department of Transportation

**Kiewit**

**kpff**

**SR 3, SR 16, SR 166**

**GORST VICINITY**

**REMOVE FISH BARRIERS**

CROSSING E - OLNEY CREEK

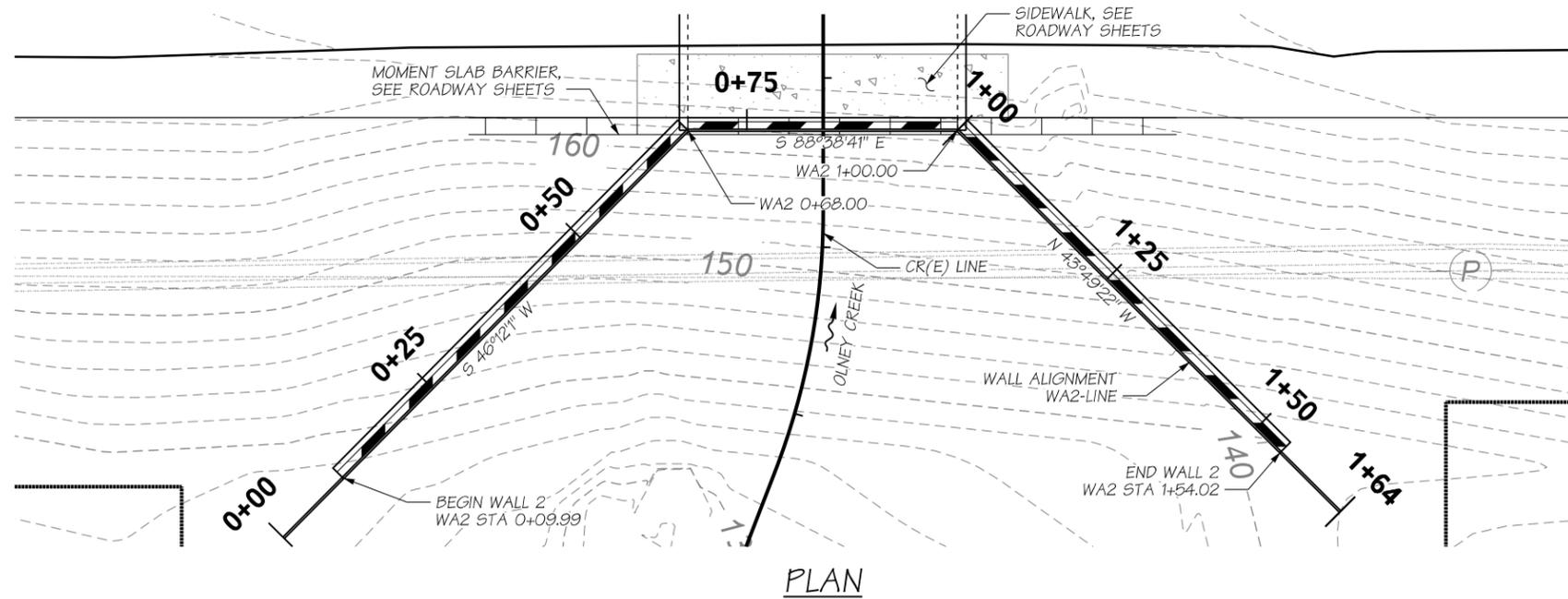
BRIDGE NO. 166/25

WALL 1 PLAN AND ELEVATION

PLAN REF NO. **WA1**

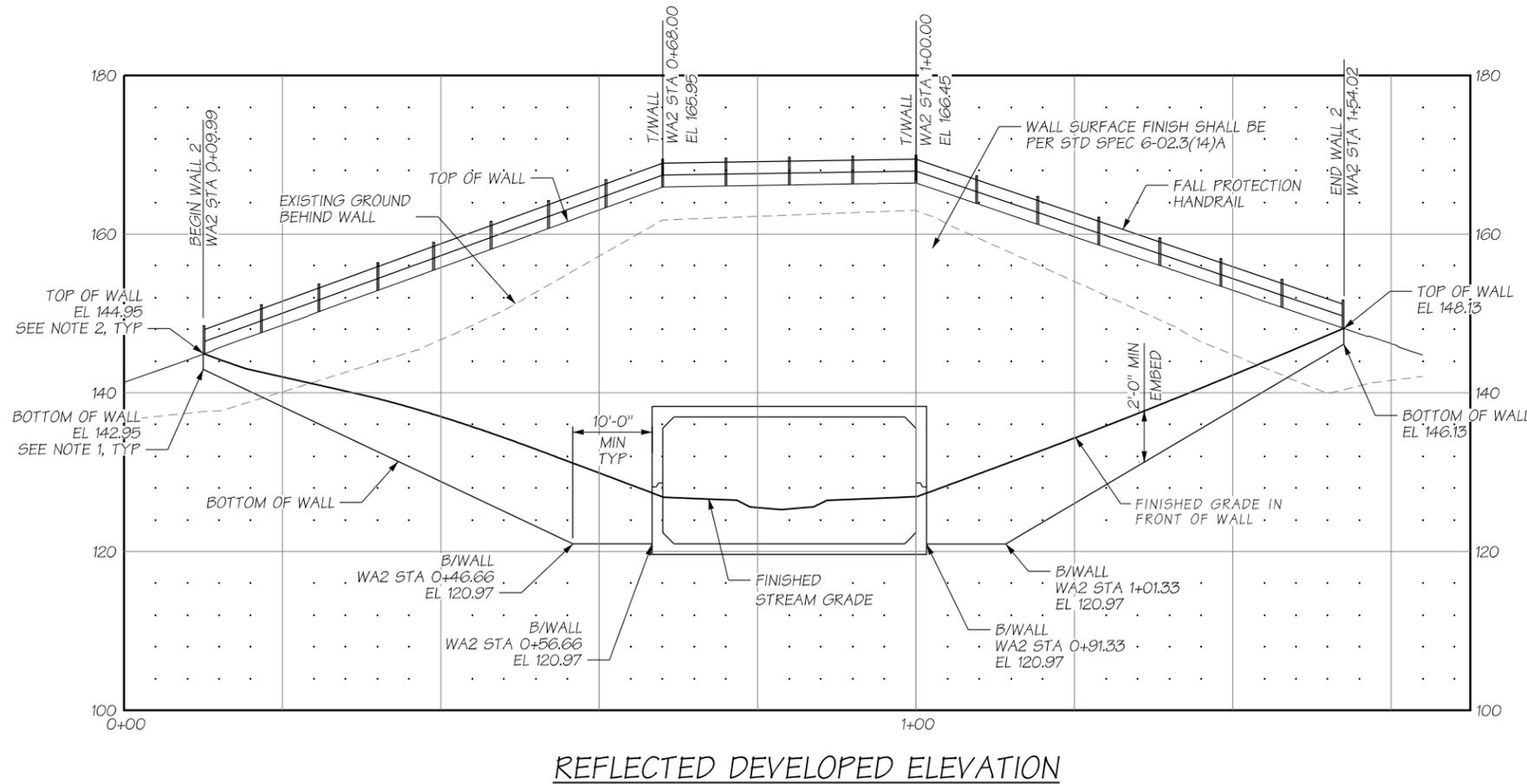
SHEET OF SHEETS

**PRELIMINARY - NOT FOR CONSTRUCTION**



**NOTES:**

1. BOTTOM OF WALL SHOWN ON THIS SHEET IS THE HIGHEST ALLOWABLE ELEVATION FOR THE BOTTOM OF THE WALL FOOTING. BOTTOM OF WALL TO BE DEFINED BY WALL SUPPLIER AND SHALL MEET THE REQUIREMENTS OF WSDOT GDM 15-4.5.
2. TOP OF WALL IS MAXIMUM REQUIRED ELEVATION. ACTUAL TOP OF WALL MAY DIFFER.
3. WALL ALIGNMENT DEFINITION IS TAKEN AT FRONT FACE OF TOP OF WALL.



**REFLECTED DEVELOPED ELEVATION**

SR FILE NO. SHEET

FILE NAME		XL6547_E_15.0201_0.90_PS_WA_02	
BRIDGE DESIGN ENGR D. KOZAK			
SUPERVISOR A. OLSON			
DESIGNED BY D. KOZAK			
CHECKED BY A. OLSON			
DETAILED BY R. JACKSON			
BRIDGE PROJECT ENGR G. HESS			
PRELIM PLAN BY D. KOZAK			
ARCHITECT/SPECIALIST			
REVISION	DATE	BY	

REGION NO.	STATE	FED.AID PROJ.NO.
10	WASH	
JOB NUMBER		
CONTRACT NO.	LOCATION NO.	
	15.0201_0.90	



**SITE E**

Washington State Department of Transportation

**Kiewit**

**kpff**

SR 3, SR 16, SR 166  
**GORST VICINITY**  
**REMOVE FISH BARRIERS**  
 CROSSING E - OLNEY CREEK  
 BRIDGE NO. 166/25  
 WALL 2 PLAN AND ELEVATION

PLAN REF NO  
**WA2**  
 SHEET  
 OF  
 SHEETS

**PRELIMINARY - NOT FOR CONSTRUCTION**

# Kitsap County Parks

---

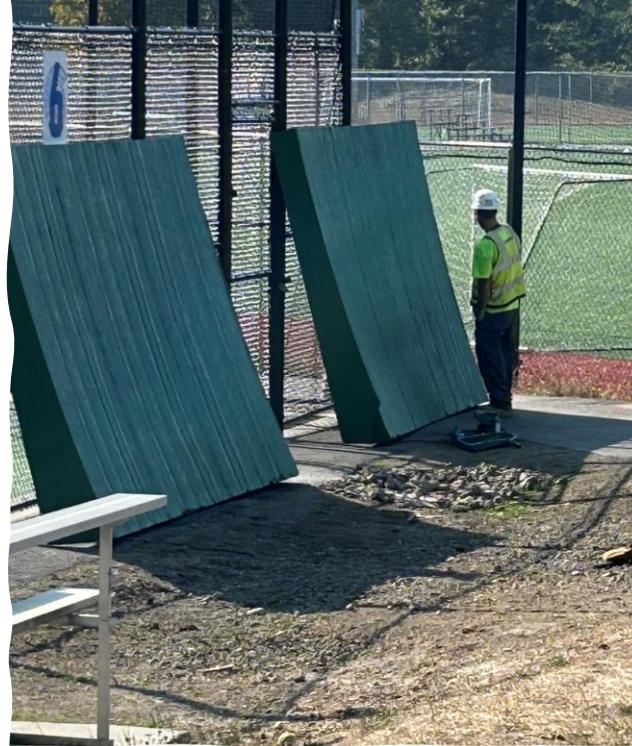
Briefing Photos

September 17, 2025

# Fairgrounds & Events Center

---

- Tennis Courts Re-constructed
- A project funded and managed by CKSD



# Point No Point

- Construction Photos from October 3, 2025



# Port Gamble Forest Heritage Park

---

North Gateway Trailhead  
construction (photo from  
September 26, 2025)



# Newberry Hill Heritage Park

Stewards pulling Scotch Broom





# Coulter Creek Heritage Park

- Stewards pulling Scotch Broom

# Illahee Preserve Heritage Park

- Washington Youth Academy doing trail work



# Newberry Hill Heritage Park

- Washington Youth Academy pulling Scotch Broom



# Kitsap Tattoo Convention



# Kitsap County Dahlia Society Annual Show



# Kitsap Pride



# ATHLETIC POLICIES

---

## 1. OVERVIEW & DEFINITIONS

### **PURPOSE**

The Athletic Policies provide clear, consistent guidelines for the reservation, use, and care of Kitsap County athletic fields and related facilities. These policies are designed to:

- Ensure fair and equitable access for all USERS, including LEAGUE PLAY, TOURNAMENTS, and community events.
- Promote safe, responsible, and respectful use of public resources.
- Protect and preserve the condition of athletic fields for long-term community benefit.
- Establish clear procedures for booking, payment, cancellations, and compliance.
- Support efficient coordination between USERS and the KITSAP COUNTY PARKS DEPARTMENT.

By following these policies, all USERS help maintain high-quality facilities, foster positive community experiences, and safeguard public assets for current and future generations.

### **DEFINITIONS**

**ATHLETIC FIELD REQUEST FORM:** The application submitted by a USER to request an athletic field reservation. This form includes details such as event type, attendance, and support needs.

**BOOKED:** The finalized status of a reservation once the USER has submitted a signed USER AGREEMENT and the initial payment has been received and processed.

**COURTESY HOLD:** A non-binding reservation placed on the SCHEDULING CALENDAR to temporarily hold a date or FACILITY for a prospective USER pending further action.

**EVENT COORDINATOR:** Designated personnel from the KITSAP COUNTY PARKS DEPARTMENT assigned to assist USERS in coordinating athletic field rentals, including booking, compliance, and follow-up.

**FOOD VENDOR QUESTIONNAIRE:** A form to be filled out by the USER that gathers details about the food VENDORS who will be serving at the event. The information in this form is used as an element in the fire permit application.

**FIELD PREPARATION:** Activities performed by Parks staff to prepare athletic fields for play, such as setting up scoreboards or equipment.

**GOOD STANDING:** A status indicating a USER has complied with all event terms, including timely payments, proper conduct, no significant damages, and adherence to applicable policies.

**INVOICE:** A billing document issued to the USER by the KITSAP COUNTY PARKS DEPARTMENT that details rental fees and any additional costs associated with the use of the PARK FACILITY.

**KITSAP COUNTY PARKS DEPARTMENT:** The county department is responsible for the management, scheduling, and maintenance of PARK FACILITIES and athletic fields.

**LAYOUTS:** Floor plans provided by the USER to be used by PARK STAFF for the setup of rented equipment and for use in any fire permit application.

**LEAGUE PLAY:** Organized, scheduled athletic games or practices conducted by a sports league, association, or school district under a formal reservation.

**PARK FACILITY:** Any park structure, space, or venue managed by the KITSAP COUNTY PARKS DEPARTMENT that may be reserved, rented, or otherwise used for organized events.

**PARK STAFF:** Designated personnel responsible for the upkeep, cleanliness, safety, and overall appearance of public parks and recreational facilities.

**PENDING:** A temporary status applied to an event request once the ATHLETIC FIELD REQUEST FORM has been submitted and is under review, but before the USER AGREEMENT is signed and the deposit is paid.

**PERIODIC RENTALS:** Short-term or one-time facility reservations that occur on a non-continuous basis.

**SCHEDULING CALENDAR:** The internal calendar maintained by the KITSAP COUNTY PARKS DEPARTMENT reflects all COURTESY HOLDS, PENDING and BOOKED events.

**SPECIAL PARK EVENT PERMIT:** The application submitted by a USER to request a Special Park Event. This form includes details such as event type, attendance, and support needs.

**TOURNAMENT:** A structured athletic competition involving multiple teams or participants, often held over one or more days, and requiring a formal reservation.

**USER:** Any of the following that reserves, rents, or utilizes athletic fields or sports facilities under these policies:

- **Sports Associations, Leagues, and Teams** – Organized athletic groups recognized by the KITSAP COUNTY PARKS DEPARTMENT as formal users of athletic fields for league play, practices, and competitive games.
- **School Districts** – Public or private K–12 educational institutions that use athletic fields or facilities for school-related programs, practices, or competitions.
- **Non-Profit Organizations** – Registered 501(c) or equivalent organizations whose mission includes providing recreational, educational, or community programming.
- **Businesses** – Private companies or commercial entities that rent facilities for employee recreation, team-building, tournaments, or other business-related activities.
- **Organizations** – Clubs, associations, or community groups that are not schools, leagues, or formal non-profits but seek to use athletic facilities for organized recreational purposes.
- **Individuals** – Private citizens (age 18+) reserving athletic fields for personal, family, or casual recreational use not affiliated with an organized league, association, or business.

**USER AGREEMENT:** A contract issued by the KITSAP COUNTY PARKS DEPARTMENT outlining the terms and conditions of use for a particular event or reservation.

**VENDOR:** A person or business contracted or permitted by the USER to provide goods or services during an event. This includes food VENDORS, equipment providers, and service personnel.

## **2. RESERVATIONS AND SCHEDULING**

### **ELIGIBILITY TO BOOK**

- Sports associations, leagues, and teams
- School districts
- Non-profit organizations
- Businesses
- Organizations
- Individuals (18 years of age and older)

Each of the foregoing is a USER for this document.

### **DROP-IN AVAILABILITY**

Fields and sports facilities not in use or scheduled for use can be used on a drop-in basis without a reservation or rental payment, except for Lobe Fields (1 and 4).

Eligibility for drop-in use includes:

1. Neighbors, friends, and family are responsible for casual activities unrelated to any league or organized team play.
2. "Pick-up" games that are casually organized, free, and not affiliated with any organization that collects payment or charges fees.
3. Drop-in use on unreserved fields is not intended for team practices or games when the team is part of an organized association. These games and practices must be scheduled within the times the league or association has reserved.

During the peak sports season, unreserved time is generally limited to Sundays or daytime Park hours during the week.

### **BOOKING PROCEDURES**

1. Review the policies carefully for information and requirements about your athletic field request.
2. Each USER must complete the ATHLETIC FIELD REQUEST FORM for each season. The EVENT COORDINATOR will review each application and utilize booking priorities to create and publish the schedule for each season. All applications and bookings are subject to weather and field conditions.

Season	Applications Due	Schedules Published
Spring/Summer (March – August)	November 10	December 1
Fall (September – November)	May 1	May 30
Winter (December – February)	August 10	September 1

3. Once the ATHLETIC FIELD REQUEST FORM has been received and processed by the EVENT COORDINATOR, a USER AGREEMENT email will be sent to the USER with a schedule of field usage dates.
4. A signed USER AGREEMENT, certificate of insurance, and applicable payment are required to complete the booking process.

### **BOOKING PRIORITIES**

When conflicting requests are made for the same athletic field for seasonal schedule requests, the KITSAP COUNTY PARKS DEPARTMENT uses the following guidelines to prioritize them, with those first on the list having greater priority.

1. KITSAP COUNTY PARKS DEPARTMENT co-sponsored programs
2. School District Programs
3. Non-Profit Organization
4. Private For-Profit Leagues
5. Private Group, Events, and General Public
6. A one-time, non-profit event for members of a particular organization or group (i.e., company tournament).
7. Individual teams or USER'S that do not meet the descriptions of prior categories.

In recognition that there are limited fields, the following additional factors may also be taken into consideration to help establish fair, equal, and reliable allocations:

1. Benefit to the residents of Kitsap County
2. Type of event (national, regional, state, or local)
3. Seasonal activities versus non-seasonal activities
4. Fulfills a community recreational need.
5. Impact of use on the surrounding neighborhood
6. Safety of participants and general PARK FACILITY visitors
7. Scheduled games versus practices
8. Diversity of recreational opportunities
9. Field conditions (fields may be closed or subject to limited availability at any time for safety concerns or due to the risk of severe damage to the fields)
10. Parking availability at the FACILITY.

11. Athletic field use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

All applications submitted **before** the deadline for the scheduling season will be evaluated simultaneously and not on a first-come, first-served basis.

All applications submitted **after** the deadline for the scheduling season will be evaluated on a first-come, first-served basis after schedules are published.

Any changes to the schedule after the deadline for the scheduling season will be evaluated on a first-come, first-served basis after the schedules are published.

Athletic field use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

Note: The EVENT COORDINATOR can determine if additional criteria should be considered during field allocation.

## **RESERVATION STATUSES**

### **PENDING**

When a USER has committed a date and has requested a booking by completing an ATHLETIC FIELD REQUEST FORM online or by paper form, the EVENT COORDINATOR will review this form. If approved, the USER AGREEMENT will be drafted and provided to the USER. When the USER AGREEMENT is being processed or is in transit, the said event will be considered PENDING. Still, it will be treated the same as BOOKED events for the SCHEDULING CALENDAR. USER AGREEMENT and payments not received by the due date may result in cancellation of the reservation.

### **BOOKED**

An event is considered BOOKED when a USER, following a discussion with an EVENT COORDINATOR, commits and agrees to a PARK FACILITY and signs the USER AGREEMENT, coupled with their 50% payment of the PARK FACILITY rental. A USER must sign the USER AGREEMENT and then return the signed USER AGREEMENT with payments within 10 business days.

Failure of the USER to follow such procedures may result in cancellation of the USER AGREEMENT, a refund based on the schedule detailed in the Cancellation by User section, and release of the event date.

## **COURTESY HOLD**

A COURTESY HOLD is not a binding agreement for the KITSAP COUNTY PARKS DEPARTMENT to rent a PARK FACILITY to the USER. It is a courtesy offer to allow potential USERS the chance to assemble information or programming before committing to booking an event. At the discretion of the KITSAP COUNTY PARKS DEPARTMENT, the EVENT COORDINATOR may place a hold on the SCHEDULING CALENDAR, at no cost to the USER, under the following conditions:

1. SCHEDULING CALENDAR is checked for PARK FACILITY availability.
2. A brief overview of rules, policies, and applicable guidelines to specific events is explained and reviewed with USER.
3. The USER must provide current and complete contact information.
4. If no contact has been made by the USER to the EVENT COORDINATOR within 45 days of the event, "hold" on the SCHEDULING CALENDAR may be subject to removal from the SCHEDULING CALENDAR. The EVENT COORDINATOR will attempt to contact the USER before removing the hold.
5. If more than one USER requests to hold the same date, the holds will be labeled on the SCHEDULING CALENDAR as "1st Hold," "2nd Hold," etc., and will be prioritized by the date of the hold requests.

## **PENDING CHALLENGE**

If a USER wishes to reserve a date that is currently in PENDING status by another USER, they may submit a challenge for that date on the SCHEDULING CALENDAR. The USER holding the PENDING reservation will be contacted and given no more than two business days to either confirm their reservation by completing the booking process or releasing the date. When the date is released, the challenging USER must be prepared to finalize their booking immediately.

## **MODIFYING RESERVATION**

USERS may request changes to an existing USER AGREEMENT. Based on availability, additional facilities may be added, and other modifications may be approved at the discretion of the KITSAP COUNTY PARKS DEPARTMENT. All changes must be confirmed in writing and may require updated fees.

## **SCHEDULING ALLOCATION**

Unless otherwise specified in writing, the KITSAP COUNTY PARKS DEPARTMENT may schedule other similar events without notice to the USER.

### **3. PAYMENT AND CANCELLATIONS**

#### **ACCEPTABLE PAYMENT FORMS**

The KITSAP COUNTY PARKS DEPARTMENT accepts credit cards and personal checks. Cash will not be accepted. Online payments are accepted through the KITSAP COUNTY PARKS DEPARTMENT website. All credit and debit card payments are subject to a transaction fee. The USER is responsible for all credit/debit card fees. Checks can be sent via mail or delivered directly to the Parks Office.

#### **DEPOSITS AND PAYMENTS**

Deposits and payments vary, as indicated in the Payment Procedures section, and depend on the type of activity.

#### **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 notice. The 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.

#### **PAYMENT PROCEDURES**

##### **PERIODIC RENTAL PAYMENTS BY THE USER**

Payment in full is required for the use of fields or sports facilities upon reservation.

##### **LEAGUE PLAY PAYMENTS BY THE USER**

For league or seasonal play, PARK FACILITY reservations are made for an entire season, and the following applies:

1. The KITSAP COUNTY PARKS DEPARTMENT will INVOICE the USER upon completion of each month.
  - a. Payment of the INVOICE is due 30 days after the INVOICE date.

##### **TOURNAMENT PAYMENTS BY THE USER**

The KITSAP COUNTY PARKS DEPARTMENT intends to avoid post-event "accounts receivable." In most cases, full payment of PARK FACILITY FEE(s) will be due before the event occurs.

1. The payment schedule will be clearly shown in the USER AGREEMENT and will be as follows:

- a. A deposit of 50% of the PARK FACILITY FEE is due within 10 days after receipt of the signed USER AGREEMENT.
- b. A second deposit of 50% of the PARK FACILITY FEE is due 30 days before the date of the event.

## **REFUND AND CANCELLATION POLICY**

### **CANCELLATIONS BY KITSAP COUNTY**

The KITSAP COUNTY PARKS DEPARTMENT will cancel and release the dates of PENDING events if payment and signed documents are not received within the 10 business days required to move the event to BOOKED or for reasons that would be most beneficial to the KITSAP COUNTY PARKS DEPARTMENT. In such cases, the KITSAP COUNTY PARKS DEPARTMENT will notify the USER as soon as possible.

In addition, the KITSAP COUNTY PARKS DEPARTMENT will have the right to terminate all or part of the USER AGREEMENT at any time, without liability on the part of the KITSAP COUNTY PARKS DEPARTMENT, upon 30 days' written notice; provided, however, the USER AGREEMENT may at any time be terminated without written notice when the PARKS FACILITY is required for public use because of unforeseen emergency. Please get in touch with your EVENT COORDINATOR if you have any questions or need clarification.

### **CANCELLATIONS BY THE USER**

PARK FACILITY reservation cancellations are handled differently depending on whether they are for PERIODIC RENTALS, LEAGUE PLAY, TOURNAMENTS, or special events. They will be addressed as stipulated below or following the most recently adopted KITSAP COUNTY PARKS DEPARTMENT refund policy.

1. Cancellations must be made in writing to the KITSAP COUNTY PARKS DEPARTMENT (Parksevents@kitsap.gov).
2. USERS may cancel their reservation at any time. Refunds are subject to the refund table below:

Cancellation Date	Periodic Rental Fees Refunded	League Play Fees Refunded	Tournament Fees Refunded
No Show	0%	0%	0%
0-14 Days Before the Reservation	0%	0%	0%

15-30 Days Before the Reservation	50%	50%	50%
31 Days or More Before the Reservation	100%	100%	100%

3. Any additional charges or fees incurred during the event beyond the original estimated charges will be INVOICED after the event.
4. The specific due dates will be indicated in the USER AGREEMENT. Additional fees may include charges for electrical orders, accessories, labor, trash removal, extra cleaning, or damage.

## **LATE PAYMENT AND GOOD STANDING**

### **AFTER-EVENT INVOICING**

In cases where the USER is to be INVOICED after the event has taken place, payment must be made in full by the due date. Failure to pay by the due date will result in the USER losing GOOD STANDING, which will result in disqualification from having future events at KITSAP COUNTY PARKS DEPARTMENT.

### **DEFAULTS AND REMEDIES**

If the USER fails to abide by or violates the terms and conditions specified in this USER AGREEMENT, the KITSAP COUNTY PARKS DEPARTMENT may also:

1. Withhold use of the PARK FACILITIES.
2. Immediately terminate the USERS' use of the PARK FACILITIES. Upon receiving such notification, the USER will immediately vacate the PARK FACILITY. If the USER fails to leave and remove their property immediately, the KITSAP COUNTY PARKS DEPARTMENT may seek remedies for unlawful trespass.
3. Sue for damages.
4. Pursue any other remedies available under the law.

### **GOOD STANDING**

If a USER violates the terms of the signed USER AGREEMENT, the USER could lose their GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to bar future events for said individual(s) and/or organization for a set period or, in some cases, permanently. Determination of the loss of GOOD STANDING is at the sole discretion of the KITSAP COUNTY PARKS DEPARTMENT. Communication about the loss of GOOD STANDING will be sent to the USER by letter.

## INVOICE DISPUTES

It is expected that disputed INVOICES will be brought to the County's attention within 30 days of the INVOICE date. Such disputes will be investigated thoroughly and resolved as quickly as possible. However, only the disputed amount from a particular INVOICE may be withheld from payment. The 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.

## 4. EVENT REQUIREMENTS AND PERMITS

### 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) per occurrence/two million dollars (\$2,000,000) aggregate, in a form satisfactory to the Risk Manager's Office of Kitsap County. Depending on the event type or hazardous nature, minimum limits may be increased, and the USER will provide a copy of the policy upon request of the 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 EVENT COORDINATOR with 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 before use of the PARK FACILITY. Failure to do so may result in the revocation of this permitted event.

1. If alcohol is to be served by the USER or others under the terms of this USER AGREEMENT, the USER'S insurance will include liquor liability and be stated on the certificate.
2. In the event of non-renewal, cancellation, or material change in the coverage provided, 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 only be diminished or rescinded by giving Kitsap County 30 days' written notice.

#### INDEMNIFICATION

USER hereby agrees to indemnify and 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 cost 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 FACILITIES 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 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 FACILITIES 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.

## **FIRE PERMITS**

If your FACILITY RENTAL includes any of the following, a separate fire code permit may be required:

- Use of open flames or candles
- Operate a place of assembly where the total number of attendees indoors exceeds 350, or 1000 outdoors.
- Display, operate, or demonstrate liquid or gas-fueled vehicles within any building.
- Operation of a mobile food preparation vehicle
- Use of fireworks or pyrotechnic special effects
- Use of erect tents, canopies, or membrane structures
  - Where any single tent or stage canopy exceeds 400 square feet
  - Where any tent or canopy or group of individual tents or canopies is placed less than twelve feet from one another, and other buildings exceed 700 square feet.
  - Where any air-supported membrane structure exceeds 400 square feet.

Please get in touch with your EVENT COORDINATOR for additional information.

Pricing is set by the Kitsap County Department of Community Development (DCD) and is subject to change without notice.

The USER agrees to provide the EVENT COORDINATOR with an event LAYOUT and all requested paperwork at least 45 days before the event. Specific LAYOUTS 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 LAYOUTS, must be kept clean and free from obstruction. Fire lanes in and around the PARK FACILITY must remain clear and unobstructed. The USER is responsible for advising VENDORS about Fire Regulations.

## **FIRE PERMIT APPLICATION PROCEDURES**

If a fire permit is required, the USER will be required to submit to the EVENT COORDINATOR the following, a minimum of 45 days before the event:

- LAYOUT
- EQUIPMENT RENTAL FORM
- FOOD VENDOR QUESTIONNAIRE
- Total estimated attendance
- List of air-filled membraned structures (ex, bounce houses)
- List of any motorized vehicles that will be placed inside as part of an event
- Electrical power needs

The information contained in these documents will be used to determine whether a fire permit is required for the event. The EVENT COORDINATOR will apply for the fire permit on the USER'S behalf. All decisions regarding the fire permit, including any additional requirements necessary to approve the permit, are at the sole discretion of DCD. The USER agrees to comply with all requirements and adjust as needed to remain in compliance and hold all VENDORS and third parties accountable.

Once DCD has reviewed the permit application, the EVENT COORDINATOR will email a copy of any concerns or the approved permit to the USER for review. The EVENT COORDINATOR will retain the "official copy" for use during the fire inspection. Fire inspections are typically one hour before the public enters the event. No member of the public will be allowed to enter the facility until the fire inspection is completed and signed by the Fire Marshal. All fees for the USERS fire permit will be added to the USER'S INVOICE.

## **LAYOUTS**

USER must submit a parking LAYOUT, sanitation plan LAYOUT, and/or race LAYOUT to your EVENT COORDINATOR in writing, along with the ATHLETIC FIELD REQUEST FORM for consideration of event approval. Failure to do so will result in cancellation of the booking request.

The USER must submit a LAYOUT in writing no later than 45 days before the event move-in date. Failure to do so may result in late fees and additional labor costs.

The Kitsap County Fire Marshal must pre-approve specific LAYOUTS before the event's start date. Ask your EVENT COORDINATOR if your event qualifies for this requirement.

Designated public walkways, inside or outside buildings, shall be maintained to a minimum of eight feet clear width. Any public walkway designated as an exit passage shall have a minimum of 10 feet clear width. The Fire Marshal may require additional width. No exhibit, booth, portion of an exhibit, booth, or any other obstruction shall extend into a designated walkway or emergency exit.

## **ELECTRICAL**

Unless otherwise specified, the electricity needs of the USER will be paid for by the USER at the current rates in effect. USER'S electrical requirements shall be submitted to the EVENT COORDINATOR 45 days before the event move-in date. They may be subject to late fees if requirements are received after the specified due date. Multiple plugs, such as twin sockets and cube taps, are prohibited. Qualified people must perform all work and conform to applicable Kitsap County fire codes.

## **ELECTRICAL CORDS**

Extension cords and relocatable power strips supplied by and used by the USER shall be intended for heavy-duty use, with a minimum 16-gauge, polarized, grounded type, and a 3-prong plug. Using a non-grounded, multiple-plug, or extension cord with 16-gauge wire or less ("zip cord") is prohibited. Extension cords and 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 into a power strip. Any appliance or extension cord placed through a public access area must be protected by foot traffic cover. KITSAP COUNTY PARKS DEPARTMENT reserves the right to refuse electrical service due to safety concerns.

## **USE OF FLAME OR FLAMMABLE MATERIALS**

USER agrees not to stage any act or performance involving fire, flame, or explosive device without obtaining the prior written permission of the KITSAP COUNTY PARKS DEPARTMENT and Kitsap County Fire Marshal. USER further agrees that it will not use any decorative materials prohibited by any applicable law, policy, regulation, or similar flammable or combustible materials on or about the PARK FACILITY. 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.

Specific LAYOUTS 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 PARK 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.

## **LICENSES**

### **LICENSES AND PERMITS**

Except for a fire permit, the USER is responsible for obtaining all other licenses, permits, and approvals from the appropriate regulatory boards and authorities that may be required for, but not limited to, staging the event.

USER 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.

### **COUNTY SERVICES**

Approval of a permit does not oblige or require the KITSAP COUNTY PARKS DEPARTMENT to provide services, equipment, or personnel in support of the event. It is the applicant's responsibility and associated expense to ensure the provision of adequate fire, event security, law enforcement, or medical services at the event if necessary.

Should the applicant want to engage services, equipment, or personnel provided by the County, including but not limited to law enforcement or inspections, such requests shall be delineated explicitly in the application and arranged directly with the office or department that would provide the services. Services may be rendered if such are reasonably available, and provisions are made to pay for the costs of such services. A deposit or other financial security shall be required based on estimated costs before permit issuance. The applicant and sponsor shall be jointly and severally liable for all costs and fees associated with the event.

### **VENDORS**

The USER must supply the KITSAP COUNTY PARKS DEPARTMENT by 45 days out from the event date. This will verify LAYOUT, equipment requests, and permit use for electrical and fire County permits. All VENDORS at the USER'S liability must take adequate and necessary steps to protect the venue. The USER agrees to repair and replace damaged areas or equipment with the PARK FACILITY.

## **SPECIAL PARK EVENT PERMITS**

A SPECIAL PARK EVENT PERMIT is required for events that exceed standard use capacity, such as larger gatherings greater than the published shelter seating capacity, amplified sound, or events with food trucks or anything open to the general public. Permit applications must be submitted and approved at least 60 days before the rental date to allow for proper planning and coordination. To see if your event qualifies for a Special Use Permit, don't hesitate to get in touch with your EVENT COORDINATOR.

## **5. FACILITY USE RULES**

### **ADVERTISING AND SIGNAGE**

#### **ADVERTISING**

USER agrees to take full responsibility for promoting or advertising its event. The KITSAP COUNTY PARKS DEPARTMENT may promote an event at the KITSAP COUNTY PARKS DEPARTMENT'S sole discretion. The KITSAP COUNTY PARKS DEPARTMENT will not promote an event without USERS' written consent nor adversely affect an event's advertising. USER agrees to provide a name and contact phone number to be printed in any publication when promoting through the KITSAP COUNTY PARKS DEPARTMENT. USER agrees not to represent the KITSAP COUNTY PARKS DEPARTMENT in sponsoring their event without the written permission of the KITSAP COUNTY PARKS DEPARTMENT.

Unless prior written approval from the KITSAP COUNTY PARKS DEPARTMENT has been obtained, the USER will not place upon or permit to be placed upon any part of the PARK FACILITY the following: signs, banners, billboards, advertisements, markings, symbols, or other similar items. Such items must be placed in pre-approved areas only and will be removed by the USER at the event's or season's conclusion.

The USER will know that the KITSAP COUNTY PARKS DEPARTMENT serves the public and provides recreational services to the community, including families and children. No harmful, offensive, or inappropriate publicity is permitted; if posted, it will be immediately removed. Such conduct may jeopardize the USER'S ability to use PARK FACILITIES.

## **COPYRIGHT PROTECTED MATERIAL**

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

The KITSAP COUNTY PARKS DEPARTMENT website contains valuable information about on-site services, room capacity, upcoming events, exhibitor and attendee information, rules, and regulations. Please provide event information to your EVENT COORDINATOR. KITSAP COUNTY PARKS DEPARTMENT reserves the right to post public events on the public events calendar. This is not a guarantee that your event will be listed.

## **PHOTOGRAPHY AND VIDEO**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to photograph, videotape, or record any event for its records, publicity, and promotional purposes. Your EVENT COORDINATOR will discuss whether your event has been chosen for these activities.

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

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

## **CARE OF FACILITIES**

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

1. 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 adhering 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 DEPARTMENT written approval; this includes the floor. No duct or masking tape is allowed; only use gaffing or blue painter's tape to adhere to the floor.
2. In the event of damage or alteration to the facilities or equipment, the USER agrees to pay the KITSAP COUNTY PARKS DEPARTMENT to fully restore the PARK FACILITY or equipment, repair the damage, or replace altered or damaged portions, all at the USERS sole cost and expense.
3. The USER is responsible for erecting any apparatus, scaffolding, rigging, or building structures. Still, to ensure the safety of performers and the public, such devices will be installed according to the specifications and requirements of the Kitsap County building inspector. Before installation, the 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 DEPARTMENT.
4. KITSAP COUNTY PARKS DEPARTMENT is a safe workplace, and all VENDORS, concessionaires, and contractors shall comply with State and Federal regulations.
5. VENDORS, concessionaires, and contractors are responsible for all safety aspects concerning any work they perform or contract to be done. All work is to be performed to avoid the risk of bodily injury or damage to property. The USER is responsible for monitoring and making necessary corrections to the work procedures to minimize risks and damage.
6. The USER ensures each subcontractor/worker on-site furnishes appropriate safety equipment and has trained personnel.

## **CONCLUSION OF RENTAL**

At the end of each rental period, the USER is responsible for the following:

1. Removing litter for each use of the PARK FACILITY. This includes fields, courts, dugouts, snack shacks, spectator areas, and surrounding areas. Trash will be placed in an appropriate waste receptacle. If no waste receptacle is on-site or is full or overflowing, the USER is responsible for packing out the excess trash. Excessive litter left behind may result in additional fees to the USER.
2. Vacating fields and sports facilities at the conclusion of their scheduled rental time. The fields and sports facilities may be reserved for other rental groups immediately following the USER'S rental. USERS will use their best

- judgment and courtesy when entering and exiting the fields and sports facilities.
3. Returning PARK FACILITY to the KITSAP COUNTY PARKS DEPARTMENT in first-class condition at the end of use. All USER items, including equipment, signage, and debris, will be removed. Improvements or alterations will also be removed from the PARK FACILITY immediately following use. The condition of the rental PARK FACILITY will be the same as before the USER'S use.
  4. Additional charges may apply to the USER if the field is not left clean and in good playing condition for the next renter.

## **FOOD AND BEVERAGE RESTRICTIONS**

### **FOOD**

No food or beverages are allowed on any KITSAP COUNTY PARKS DEPARTMENT athletic fields, except for water.

### **SELLING AND VENDING**

Selling products or food, holding auctions, or engaging in any other fundraising activities at KITSAP COUNTY PARKS DEPARTMENT fields and sports facilities are permitted only on a limited basis and require prior written approval from the KITSAP COUNTY PARKS DEPARTMENT. This applies to the USER, its members, guests, or invitees, none of whom may solicit, sell, or provide goods and/or services on the PARK FACILITY without prior written permission from the KITSAP COUNTY PARKS DEPARTMENT.

### **RECYCLING REQUIREMENTS**

Per RCW 70.93.093, all USERS who have VENDORS who are selling beverages in single-use aluminum, glass, or plastic bottles or cans are required to participate in a recycling program. The KITSAP COUNTY PARKS DEPARTMENT will provide recycling stations where applicable. USERS will be required to monitor and ensure participation. USER will also need to ensure that there is no cross-contamination (trash in recycle bin or recycling in trash bin). It is the USER'S responsibility to move items to the proper bins if they are placed in the wrong ones. Failure to do so will incur additional labor costs (\$100 per hour per PARK STAFF). USER and VENDOR are solely responsible for the proper disposal of collected recycling. In most cases, this will mean that the USER and/or VENDOR will need to remove items from recycling.

## **USE OF CONCESSION FACILITIES BY USERS**

The KITSAP COUNTY PARKS DEPARTMENT has concession facilities on several ballfield sites available for KITSAP COUNTY PARKS DEPARTMENT use and for specific designated USERS.

1. The concession facilities are the property of the KITSAP COUNTY PARKS DEPARTMENT, which manages these facilities and provides basic custodial service.
2. The USER is responsible for the following:
  - a. Storing food, oils, and beverages properly using pest-free containers throughout the season.
  - b. Reporting any PARK FACILITY damage to the EVENT COORDINATOR. PARK STAFF will make all the necessary repairs.
  - c. Installing lock boxes or using KITSAP COUNTY PARKS DEPARTMENT-issued padlocks on the storage sheds, allowing authorized access. If the keys are lost, the KITSAP COUNTY PARKS DEPARTMENT will issue a new key for a fee of \$10. If the USER asks to change locks on doors to storage units, the cost is currently \$10/padlock or \$300/bolt. The USER will report the lock box code to the KITSAP COUNTY PARKS DEPARTMENT. All storage units must be accessible to PARK STAFF in case of an emergency. All fees stated are subject to change.
  - d. At the end of the season, each USER will clean and remove any equipment not shared with other USERS that use the snack shack. All food, condiments, and utensils should be packed and stored, making space for different USER'S.

## **KEYS AND ACCESS CODES**

Depending on the event and the PARK FACILITY being rented, keys and/or key cards, as well as gate codes, may be checked out to the USER. All keys and key cards given must be returned immediately after the event's end date. Lost keys, locks, and/or key cards are charged at \$100 per item.

## **LOST AND FOUND**

The KITSAP COUNTY PARKS DEPARTMENT will have the right to collect and have custody of articles left by people attending any performance, exhibition, or activity given or held at the PARK FACILITY. USER or anyone in USER'S employ will not collect or interfere with the KITSAP COUNTY PARKS DEPARTMENT collection or custody of such articles. Articles found will be in the KITSAP COUNTY PARKS DEPARTMENT'S possession for 30 days after an event. All unclaimed articles will be disposed of according to law.

## **OCCUPANCY INTERRUPTIONS**

If the PARK FACILITY or any part of the PARK FACILITY is destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrences such as strikes, labor disputes, or acts of military authorities occur, the USER'S event will be canceled at once. The KITSAP COUNTY PARKS DEPARTMENT will not, in any case, be held liable or responsible to the USER for any damage caused by said cancellations, and the KITSAP COUNTY PARKS DEPARTMENT will be relieved of any further liability. The USER will not claim compensation or damages against the KITSAP COUNTY PARKS DEPARTMENT. Any rental funds covering the cancelled portion of the USER'S event, for the reasons mentioned above, will be refunded to the USER.

## **ON-SET PRESENCE REQUIREMENTS**

### **EVENT COORDINATOR ROLE**

Your EVENT COORDINATOR will assist you in selecting a PARK FACILITY, issuing the USER AGREEMENT, and managing any addendums or special attachments as needed. They will work with you to ensure you fully understand the USER AGREEMENT and answer any contractual questions you may have.

The EVENT COORDINATOR, or designee, will follow up with you after your event is completed to ensure its success and discuss any questions you may have about that specific event. They will also assist with booking future events. THE EVENT COORDINATOR will also help organize the PARK STAFF and services available throughout the County to ensure your event requirements are fully met. EVENT COORDINATOR is your primary contact once the USER AGREEMENT has been signed.

### **ON-SITE PRESENCE**

1. The USER or their authorized representative(s) are required to be always present at the PARK FACILITY during the following phases:
  - a. Event setup (move-in)
  - b. Event execution
  - c. Event teardown (move-out)
  - d. All inspections
2. Arrival and Departure Responsibilities: USER or authorized representative(s) must adhere to the "first to arrive, last to leave" principle, ensuring their presence before other personnel or VENDORS arrive for setup and remain on-site until all VENDORS have completed their teardown activities.

3. Security and VENDOR Oversight: The USER or their authorized representative(s) ensure site security, oversee VENDOR activities, and maintain a safe and organized environment throughout all event phases.
4. VENDOR Assistance Protocol: VENDORS requiring assistance or direction must seek support from the USER or their authorized representative(s). The USER or authorized representative(s) will contact the designated EVENT COORDINATOR as needed.
5. Event Communication: Upon receiving VENDOR assistance requests, the USER or authorized representative(s) will contact the designated EVENT COORDINATOR. The EVENT COORDINATOR will then direct the efforts of the PARKS STAFF.

### **SUPERVISION**

The USER must provide adequate supervision. Misuse of the PARK FACILITY or failure to conform to the regulations will be sufficient reason to deny and/or cancel any current or future reservations.

### **PARK FACILITY REGULATIONS**

The rules and regulations in the USER AGREEMENT are in place to preserve the integrity of the facilities and are in the best interest of all USERS. Adhering to them will ensure the KITSAP COUNTY PARKS DEPARTMENT athletic and sports facilities remain in the best possible condition. Failure to comply with these rules and regulations may jeopardize a USER'S ability to use KITSAP COUNTY PARKS DEPARTMENT facilities in the future.

Some additional rules and regulations that may not be specified elsewhere in this USER AGREEMENT are indicated below:

1. League coordinators, presidents, event directors, etc., are responsible for informing team managers, coaches, players, and spectators of PARK FACILITY rules and regulations.
2. The USERS on-site representative is responsible for overseeing the entire activity or event, including monitoring the behavior of participants and spectators and taking any necessary actions to resolve any safety or behavioral concerns.
3. USERS, their members, guests, and invitees will show respect and sportsmanship towards KITSAP COUNTY PARKS DEPARTMENT, officials, opposing team(s), spectators, and general PARK visitors.
4. USERS may not disrupt KITSAP COUNTY PARKS DEPARTMENT activities. KITSAP COUNTY PARKS DEPARTMENT activities always have priority.

5. Questions regarding using a PARK FACILITY while a sporting event is in progress should be directed at the EVENT COORDINATOR as soon as possible during an event.
6. USERS may not “sub-lease” their approved dates to other USERS without approval from the KITSAP COUNTY PARKS DEPARTMENT.
7. USERS may not store equipment and items on KITSAP COUNTY PARKS DEPARTMENT property during or after the event unless approved in writing by the KITSAP COUNTY PARKS DEPARTMENT. Any unauthorized items may be disposed of or assessed for a storage fee.
8. KITSAP COUNTY PARKS DEPARTMENT is not responsible for lost or stolen property.
9. Animals are prohibited in sports facilities, synthetic turf fields, and natural play fields, except for working service animals.
10. The following actions are prohibited:
  - a. Hitting into fences with baseballs or softballs.
  - b. Climbing on fences.
  - c. Standing on dugout or spectator benches.
  - d. USER must require each of its participants to sign a document authorizing the KITSAP COUNTY PARKS DEPARTMENT to photograph them while using KITSAP COUNTY PARKS DEPARTMENT fields and facilities and to use the photographs and video footage in promotional materials. The USER must maintain the authorizations and provide them to the KITSAP COUNTY PARKS DEPARTMENT upon request for at least three years after the last date on which the USER uses KITSAP COUNTY PARKS DEPARTMENT fields and/or facilities.
  - e. A specific PARK FACILITY may require additional rules and regulations. These will be provided by the EVENT COORDINATOR at the time of booking.

## **PROHIBITED ACTIONS**

### **PROHIBITED ITEMS**

The following items are prohibited on athletic fields and sports facilities.

1. Dogs and any other animals (except for service animals)
2. Alcoholic beverages
3. Fireworks
4. Flammable liquids
5. Food and drink
6. Glass objects
7. Golf and use of golf equipment on athletic fields

8. Smoking, vaping, or using tobacco products of any kind

#### **INFLATABLE STRUCTURES**

Please discuss this with your EVENT COORDINATOR. Additional insurance may be required if approved.

#### **ALCOHOL CONSUMPTION**

As per County Code 10.12.160, alcohol use in KITSAP COUNTY PARKS is prohibited.

#### **CAMPING- RV PARKING**

Camping is not allowed at PARK FACILITIES.

#### **DRUGS**

As per County Code 10.12.160, it is unlawful to bring into, possess, or consume in any PARK FACILITY any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if ingested, injected into, breathed, or otherwise administered to a human being or animal.

#### **SMOKING OR VAPING**

The KITSAP COUNTY PARKS DEPARTMENT does not allow smoking or vaping in buildings and structures. Smoking or vaping is permitted outside buildings; however, to ensure that smoke does not enter buildings, smoking must occur at a minimum reasonable distance of 25 feet from entrances, exits, windows, and air intakes.

#### **USE PERIOD AND TIME SCHEDULE**

The USER will move in, use, and occupy the Athletic Field following the dates and times indicated on the Reservation Schedule. The USER will not extend the time for the occupancy or use of the Athletic Field for the installation or removal of equipment without the express written permission of the KITSAP COUNTY PARKS DEPARTMENT. Additional time will be charged at published rates. The USER expressly agrees that they will be liable for any damage or loss to any third party due to the USER occupying the Athletic Field beyond its move-out time. USER will pay and indemnify KITSAP COUNTY PARKS DEPARTMENT against any such loss, claim, or expenses by a third party so injured or in the event of any third party filing such a claim. USER may not trade or sublease their approved dates without prior permission from the KITSAP COUNTY PARKS DEPARTMENT. Field allocations accepted will be charged to the USER, whether used or not. Schedule changes need to be made in writing.

## **6. TOURNAMENT-SPECIFIC RULES**

Some additional rules and regulations specific to TOURNAMENTS that may not be specified elsewhere in this USER AGREEMENT are indicated below:

1. TOURNAMENTS and special events can be requested for any day of the week.
2. The game times of the TOURNAMENT will not begin before 9:00 am or continue after 10:00 pm each day.
3. USERS will give the final schedules of the TOURNAMENT to the KITSAP COUNTY PARKS DEPARTMENT by 12:00 PM on the Wednesday before the TOURNAMENT begins.
4. The USER will provide the KITSAP COUNTY PARKS DEPARTMENT with a LAYOUT of the TOURNAMENT and identifying where equipment, food trucks, tents, and such will be placed, a minimum of 45 days before the event. The USER is responsible for obtaining all applicable permits.
5. The USER is responsible for handling entry fees.
6. USER is responsible for promoting the TOURNAMENT and will give the KITSAP COUNTY PARKS DEPARTMENT copies of any promotional materials. This includes news releases, flyers, invitations, or information provided on websites. (See section on Advertising and Signs for additional details).
7. USER will provide proper supervision throughout TOURNAMENT. It will designate someone to be the TOURNAMENT or event director on the reserved PARK FACILITY during the TOURNAMENT or event and communicate this information with the EVENT COORDINATOR.

## **7. SAFETY AND SECURITY**

### **CROWD SAFETY ACCESS**

The USER agrees to sell tickets for and admit only the number of people specified in the negotiation of the USER AGREEMENT. The USER will ensure that attendees can safely and freely move about the PARK FACILITY at all times. USER will not permit chairs or obstacles in the passageways or emergency exits of the PARK FACILITY and will keep clear all sidewalks, grounds, entries, passages, vestibules, and abutting streets and ways of access to the PARK FACILITY. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to require the doors to the public seating areas to be opened at a specified time before the event. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to cancel an event at any time, in its sole discretion, should it become unsafe or pose a threat to public safety.

## **EMERGENCY AND VANDALISM**

The USER will call 911 during an emergency.

1. Once 911 is called, the USER will notify the KITSAP COUNTY PARKS DEPARTMENT.
  - a. If the emergency occurs during work hours (Monday – Thursday, 8:30 am - 5:00 pm and Friday, 8:30 am – 2:30 pm), the USER will contact the main number for the KITSAP COUNTY PARKS DEPARTMENT: 360-337-5350.
  - b. If the emergency occurs after hours during the evening or weekend, the USER will call the main number for the KITSAP COUNTY PARKS DEPARTMENT and leave a voicemail: 360-337-5350.
2. USER representatives must be on-site during field rental periods to ensure parking areas are always clear for emergency vehicle access.
3. If vandalism is sighted, the USER will inform the KITSAP COUNTY PARKS DEPARTMENT at the phone number above.

## **FIRST AID**

The USER is responsible for providing First Aid Equipment and Supplies. Some significant events may require dedicated on-site First Aid personnel. In an emergency, the USER is encouraged to call 911 if needed. Please get in touch with your EVENT COORDINATOR for more information.

## **SECURITY AND POLICE**

USER may be required to hire a specified number of security personnel as outlined by your EVENT COORDINATOR and alcohol provider, who shall be provided by an approved security contractor at the contractor's established rate. Please get in touch with your EVENT COORDINATOR for detailed information regarding the above requirement or if your event requires specialized security. No designation or approval of personnel by the KITSAP COUNTY PARKS DEPARTMENT will relieve the USER of any obligations hereunder. The USER further agrees to hire the minimum-security personnel deemed necessary by the Kitsap County Sheriff to ensure the safety of invitees to the event and the PARK FACILITY. Security must be the last to leave the PARK FACILITY.

## **8. FACILITY CONDITIONS AND CLOSURES**

### **FIELD CONDITIONS**

KITSAP COUNTY PARKS DEPARTMENT fields and sports facilities are rented “as is.” In other words, the KITSAP COUNTY PARKS DEPARTMENT maintains the fields and sports facilities according to recreational standards appropriate for use by the public and does not groom fields for competitive or specific use.

The USER is responsible for lining the fields reserved for their specific sport and may need to supply equipment such as bases, goals, etc. Additional charges may apply when a USER requires KITSAP COUNTY PARKS DEPARTMENT services over and above what is provided for general recreational use.

### **FIELD PREPARATION**

The KITSAP COUNTY PARKS DEPARTMENT will maintain all fields following a pre-arranged schedule, and no one other than their official PARK STAFF will be permitted to work in these fields unless authorized in writing.

### **JANITORIAL SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT does not provide PARK STAFF for Athletic Field rentals. The USER may request support from PARK STAFF, but it is based on PARK STAFF'S availability and will require an additional charge. The USER will submit a complete and detailed outline of the equipment required, including LAYOUT and other information necessary for the EVENT. This information must be available to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The EVENT COORDINATOR will be able to assist in identifying areas that have potential cost implications.

### **MOTORIZED VEHICLES**

All motorized vehicles owned by the KITSAP COUNTY PARKS DEPARTMENT are to be operated only by authorized KITSAP COUNTY PARKS DEPARTMENT personnel.

The USER is responsible for requesting specialized motorized vehicle access from the EVENT COORDINATOR at the PARK FACILITY. This includes but is not limited to driving motorized vehicles on grass locations. These requests will be reviewed and permitted by the KITSAP COUNTY PARKS DEPARTMENT. Only authorized vehicles will be allowed specialized access to the PARK FACILITY, and access is subject to change based on the weather. The KITSAP COUNTY PARKS DEPARTMENT will flag and mark any hazards that should be avoided. The USER will be responsible for any damage caused to marked hazards.

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

## **PARKING**

The following rules and regulations apply to parking in the PARK FACILITY:

1. Parking will be in designated parking stalls or areas only. All improperly parked vehicles are subject to being towed at the owner's expense.
2. Vehicles will not park in front of access bollards or chains.
3. Parking or driving on fields or sports facilities and walkways is not allowed unless prior arrangements have been made with the KITSAP COUNTY PARKS DEPARTMENT.
4. Parking availability is not exclusive to the USER and must be shared with other park visitors.
5. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for vehicle loss, theft, or damage while parked on the property of the KITSAP COUNTY PARKS DEPARTMENT.

## **PARK FACILITY CLOSURES**

Every attempt will be made to open fields/facilities for games, practices, TOURNAMENTS, and events; however, the KITSAP COUNTY PARKS DEPARTMENT reserves the right to cancel any activities at any time due to inclement weather, or any other condition deemed detrimental to the PARK FACILITY or the public. Examples of situations that may require the alteration or cancellation of any scheduled activity, but are not limited to:

1. Standing water or puddles on the field.
2. Footing is unsure and slippery.
3. The ground is waterlogged and squishy.
4. Grass can be dislodged from the ground easily.
5. Frost, snow, sleet, or freezing rain.
6. Lightning.
7. Severe weather storms.
8. Unsafe PARK FACILITY conditions.
9. Use of the field/facilities would cause damage.
10. During an annual turf or grass management program, rest and renovation periods for the athletic fields are provided as part of the overall maintenance program.

The EVENT COORDINATOR will determine the appropriate amount of diamond dry product to be applied to any field at any time to alleviate standing water or weather-related issues and prevent permanent damage to fields.

In inclement weather, PARK STAFF will meet by 11:00 am when necessary to review PARK FACILITY conditions, with a final decision on PARK FACILITY operations being made by 12:00 PM on weekdays and before the first reservation on weekends.

KITSAP COUNTY PARKS DEPARTMENT will distribute an email to the USER daily in the event of any field closures by 12:00 PM. The KITSAP COUNTY PARKS DEPARTMENT also maintains a calendar to notify the public of field closures. The calendar will be updated by 12:00 PM daily. Field use is strictly prohibited when officially closed to avoid damage or injuries.

If the KITSAP COUNTY PARKS DEPARTMENT closes the fields, make-up dates and/or credits towards future rentals will apply. Refund requests for cancellations may be submitted in writing to KITSAP COUNTY PARKS DEPARTMENT ([parksevents@kitsap.gov](mailto:parksevents@kitsap.gov)) and will be handled on a case-by-case basis.

### **PLAYABILITY OF FIELDS**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage. Wear factors include age of USERS and number of USERS, type of use, frequency of use, weather conditions, and type of sports equipment used. Please refer to the PARK FACILITY Closures and Rain Out Policy in the PARK FACILITY Closure section.

### **INTERNET AND WI-FI**

Non-secure, free Wi-Fi may be available in some PARK FACILITIES, but it is limited. This service is complimentary and subject to availability.

### **RESTROOMS**

The KITSAP COUNTY PARKS DEPARTMENT will place sanicans at certain PARK FACILITIES that do not have a public restroom from April 1 through October 1 each year. The KITSAP COUNTY PARKS DEPARTMENT may provide sanicans outside this time frame, depending on what has been agreed to in the USER AGREEMENT. Please consult your EVENT COORDINATOR for more information.

Adequate and accessible restroom facilities are often limited or unavailable at event sites. In these cases, the USER must supply portable restrooms. Portable

restrooms and hand-washing facilities are available from commercial VENDORS. The requirement for providing toilets is one for every 100 people.

## **WATER**

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

## **9. DAMAGES, CONDUCT AND ENFORCEMENT**

### **ANIMALS**

No animals are allowed on any athletic field or within any athletic field complex except for service animals. 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.

### **COMPLIANCE WITH LAWS**

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

The USER will comply with all applicable provisions of the Americans with Disabilities Act (ADA) 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 AGREEMENT

### **AMERICANS WITH DISABILITIES ACT**

KITSAP COUNTY PARKS DEPARTMENT supports compliance with the ADA. Some events may consider adding additional accessible restrooms. Handicap-accessible parking spaces or places will be marked and must be observed by all attendees. For specifics, please contact the EVENT COORDINATOR.

### **CODE OF CONDUCT**

For the safety and health of participants, spectators, and visitors, unsportsmanlike conduct will not be tolerated and may result in disciplinary action or removal from

the fields or sports facilities. KITSAP COUNTY PARKS DEPARTMENT representatives can ask anyone to leave the PARK FACILITY if behavior, language, or clothing is unacceptable. Inappropriate behavior includes but is not limited to:

1. Physically or verbally threatening the well-being of any person, such as an umpire, competitor, spectator, or KITSAP COUNTY PARKS DEPARTMENT employee.
2. Fighting or aggressive behavior.
3. Addressing any person disrespectfully, such as an umpire, competitor, spectator, or KITSAP COUNTY PARKS DEPARTMENT employee.
4. Use of vulgar language.
5. Actions that endanger others or property including throwing equipment.
6. Inappropriate gestures.
7. Possession or consumption of alcoholic beverages.
8. Intoxication.
9. Smoking or vaping of any kind.
10. Vandalism.
11. Clothing that contains offensive language, symbols, etc.

In addition, the USER will refrain from any use that would create a nuisance or be reasonably offensive.

The USER will know that the KITSAP COUNTY PARKS DEPARTMENT serves the public and provides recreational services to the community, including families and children. No harmful, offensive, or inappropriate behaviors or actions are permitted. Such conduct may jeopardize the USER'S ability to use PARK FACILITIES and the loss of GOOD STANDING.

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to terminate the use of fields or sports facilities immediately, and the USER agrees to immediately vacate the PARK FACILITY upon notification of termination for failure to adhere to the rules and regulations.

### **COMPLIANCE WITH LAWS**

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

The USER will comply with all applicable provisions of the ADA and all regulations interpreting and enforcing such Acts.

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

### **CONDUCT OF PERSONS**

The USER will be solely responsible for the orderly conduct of all people using the PARK FACILITY by its invitation, express or implied. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to eject or cause any person or person to be expelled from the PARK FACILITY due to unlawful conduct and/or trespass from the property. At the discretion of the Kitsap County Sheriff, the KITSAP COUNTY PARKS DEPARTMENT will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of the USER.

KITSAP COUNTY PARKS DEPARTMENT also reserves the right to deny future event bookings for a USER for any reason, including but not limited to public safety concerns, loss of GOOD STANDING, repeated violations of the terms or articles of the USER AGREEMENT, or situations where law enforcement is called to the scene to keep the peace.

### **DAMAGES**

The USER is responsible for all damage to the PARK FACILITY, equipment, and property that occurred during their rental. This includes any damage to the PARK FACILITY through the negligence or intentional conduct of the USER, its members, participants, guests, or attendees.

The USER will reimburse the KITSAP COUNTY PARKS DEPARTMENT for any loss or damage to property caused by such use within 30 days of the billing date.

Also, the USER will be charged accordingly if additional services are required after an activity above routine maintenance.

The KITSAP COUNTY PARKS DEPARTMENT has the right to revoke any rental agreements issued due to a USER causing damage to any PARK FACILITY due to misuse or inappropriate behavior or activities.

### **ENTERTAINMENT MORALS**

No performance, exhibition, or entertainment will be given or held on the PARK FACILITY deemed illegal or contravening the KITSAP COUNTY PARKS DEPARTMENT policy of providing family entertainment events at its public facilities. The KITSAP COUNTY PARKS DEPARTMENT expressly reserves the right to refuse the use of its

facilities to any party proposing to conduct, promote, or sponsor an event inconsistent with this policy.

**SOLICITING/PROTEST**

It is unlawful for any person to solicit alms or contributions for any purpose, whether public or private, or to expose or offer for sale any article or thing, nor shall any person station or place any stand, cart, or vehicle for transportation, sale or display of any such article or thing, except a licensed concessionaire acting by and under the authority of the KITSAP COUNTY PARKS DEPARTMENT Director.

**10. APPENDICES**

**RATES AND FEES**

**GRASS FIELD FEES**

FEILD	FEE
Anderson Hill Field 1 Anderson Hill Field 2 Bloomquist Field 1 Bloomquist Field 2 Gordon Field 2 Lobe Field 1 Lobe Field 4 South Kitsap Regional Field 1 South Kitsap Regional Field 2 South Kitsap Regional Field 3 Veterans Memorial Field 1 Veterans Memorial Field 2 Veterans Memorial Field 3 Veterans Memorial Field 4 Veterans Memorial Field 5 Veterans Memorial Field 6	\$20/hour

**SYNTHETIC TURF FIELD FEES**

FEILD	FEE
Gordon Field 1	\$40/hour

### FIELD LIGHT FEES

Field	Fee
Gordon Field 1 Lobe Field 1 Lobe Field 4	\$25/hour

### GAME DAY ADD-ON FEES

Game Day Add-On	Fee
Gordon Field 1 Lobe Field 1 Lobe Field 4	\$20, includes use of the press box and scoreboard

### MISCELLANEOUS FEES

Miscellaneous	Fee
Admin Fee	\$25
Concession Stand Rental	\$35/day

# COMMUNITY BUILDING POLICIES

---

## 1. OVERVIEW AND DEFINITIONS

### **PURPOSE**

The Community Building Policies establish consistent rules and procedures for reserving, using, and maintaining Kitsap County Fairgrounds facilities. These policies are designed to:

- Ensure fair and equitable access for individuals, organizations, and community events.
- Promote safe, respectful, and responsible use of public resources.
- Protect fairgrounds buildings, grounds, and amenities through clear expectations for care, cleanliness, and compliance.
- Provide a transparent process for reservations, payments, cancellations, and permit requirements.
- Support effective coordination between event organizers and the KITSAP COUNTY PARKS DEPARTMENT to ensure successful and well-managed events.

By following these policies, all USERS help preserve the quality of the fairgrounds, foster positive community experiences, and safeguard public assets for current and future generations.

### **DEFINITIONS**

**BOOKED:** The finalized status of a reservation once the USER has submitted a signed USER AGREEMENT and the initial payment has been received and processed.

**COMMUNITY BUILDING EVENT REQUEST FORM:** The application submitted by a USER to request a community building reservation. This form includes details such as event type, attendance, and support needs.

**COURTESY HOLD:** A non-binding reservation placed on the SCHEDULING CALENDAR to temporarily hold a date or PARK FACILITY for a prospective USER pending further action.

**EVENT COORDINATOR:** Designated personnel from the KITSAP COUNTY PARKS DEPARTMENT assigned to assist USERS in coordinating community building rentals, including booking, compliance, and follow-up.

**EQUIPMENT RENTAL FORM:** A form filled out by the USER that lists the item and quantity of any equipment to be rented from the KITSAP COUNTY PARKS DEPARTMENT for the event. Items can include, but are not limited to, tables, chairs, pipe and drape, power, and heavy equipment (such as a forklift) needs.

**FOOD VENDOR QUESTIONNAIRE:** A form to be filled out by the USER that gathers details about the food VENDORS who will be serving at the event. The information in this form is used as an element in the fire permit application.

**GOOD STANDING:** A status indicating a USER has complied with all event terms, including timely payments, proper conduct, no significant damages, and adherence to applicable policies.

**INTENT TO RETURN FORM:** This form will be sent to the USER by the EVENT COORDINATOR at the conclusion of their most recent event to exercise their “first refusal” on the following year’s corresponding dates. The USER will have 30 days to complete and return the form to the KITSAP COUNTY PARKS DEPARTMENT, accompanied by a 25% deposit.

**INVOICE:** A billing document issued to the USER by the KITSAP COUNTY PARKS DEPARTMENT that details rental fees, and any additional costs associated with the use of the PARK FACILITY.

**KITSAP COUNTY PARKS DEPARTMENT:** The County department responsible for the management, scheduling, and maintenance of PARK FACILITIES and athletic fields.

**LAYOUT:** Floor plans provided by the USER to be used by PARK STAFF for the setup of rented equipment and for use in any fire permit application.

**PARK FACILITY:** Any park structure, space, or venue managed by the KITSAP COUNTY PARKS DEPARTMENT that may be reserved, rented, or otherwise used for organized events.

**PARK STAFF:** Designated personnel responsible for the upkeep, cleanliness, safety, and overall appearance of public parks and recreational facilities.

**PENDING:** A temporary status applied to an event request once the COMMUNITY BUILDING EVENT REQUEST FORM has been submitted and is under review, but before the USER AGREEMENT is signed and the deposit is paid.

**RECURRING EVENTS:** Refers to USERS who intend to return for events held on the exact dates and times in subsequent years. These USERS must submit their INTENT TO RETURN

FORM within 30 days after the current event concludes. Changes to event dates require relinquishing the "first refusal" on the original dates.

**SCHEDULING CALENDAR:** The internal calendar maintained by the KITSAP COUNTY PARKS DEPARTMENT reflecting all COURTESY HOLDS, PENDING and BOOKED events.

**SPECIAL PARK EVENT PERMIT:** An authorization required for events that may have a significant impact on public spaces, resources, or services.

**USER:** Any individual (age 18+), non-profit organization, business, or other group who books, reserves, or otherwise uses a Kitsap County PARK FACILITY for a special event.

**USER AGREEMENT:** A contract issued by the KITSAP COUNTY PARKS DEPARTMENT outlining the terms and conditions of use for a particular event or reservation.

**VENDOR:** A person or business contracted or permitted by the USER to provide goods or services during a special event. This includes food VENDORS, equipment providers, and service personnel.

## **2. RESERVATIONS AND SCHEDULING**

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

### **ELIGIBILITY TO BOOK**

- Non-profit organizations
- Businesses
- Organizations
- Individuals (18 years of age and older)

Each of the foregoing is a USER for this document.

### **BOOKING PROCEDURES**

1. Review the policies carefully for information and requirements about your PARK FACILITY rental.
2. Reservations can be made no earlier than one year in advance and no later than 14 days in advance.
3. All COMMUNITY BUILDING EVENT REQUEST FORMS submitted will be evaluated on a first-come, first-served basis.
4. Once the COMMUNITY BUILDING EVENT REQUEST FORM has been received and processed by EVENT COORDINATOR, a USER AGREEMENT, INVOICE, and

insurance requirements will be provided to the USER; the USER will have 10 business days to return the signed USER AGREEMENT, event insurance, and submit the remaining PARK FACILITY rental payment to move the reservation to BOOKED.

5. Facilities use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

## **RESERVATION STATUSES**

### **PENDING**

When a USER has committed to a date and has requested a booking by completing the COMMUNITY BUILDING EVENT REQUEST FORM online or by paper form, EVENT COORDINATOR will review this form. If approved, the USER AGREEMENT will be drafted and provided to the USER. When the USER AGREEMENT is being processed or is in transit, that said event will be considered PENDING. Still, it will be treated the same as BOOKED events for the SCHEDULING CALENDAR. USER AGREEMENT and payments not received by the due date may result in cancellation of the reservation.

### **BOOKED**

An event is considered BOOKED when a USER signs the USER AGREEMENT, coupled with their 50% payment of the total INVOICE and submission of event insurance. A USER must sign the USER AGREEMENT and then return the signed USER AGREEMENT with payments within 10 business days.

Failure of the USER to follow such procedures may result in cancellation of the USER AGREEMENT, a refund based on the schedule detailed in the Cancellation by USER section, and release of the event date.

### **COURTESY HOLD**

A COURTESY HOLD is not a binding agreement for the KITSAP COUNTY PARKS DEPARTMENT to rent a PARK FACILITY to the USER. It is a courtesy offer to allow potential USERS the chance to assemble information or programming before committing to booking an event. At the discretion of the KITSAP COUNTY PARKS DEPARTMENT, the EVENT COORDINATOR may place a hold on the SCHEDULING CALENDAR, at no cost to the USER, under the following conditions:

1. SCHEDULING CALENDAR is checked for PARK FACILITY availability.
2. A brief overview of rules, policies, and applicable guidelines to specific events is explained and reviewed with USER.
3. The USER must provide current and complete contact information.

4. If no contact has been made by the USER to the EVENT COORDINATOR within 45 days of the event, the "hold" on the SCHEDULING CALENDAR may be subject to removal from the SCHEDULING CALENDAR. The EVENT COORDINATOR will attempt to contact the USER before removing the hold.
5. If more than one USER requests to hold the same date, the holds will be labeled on the SCHEDULING CALENDAR as "1st Hold," "2nd Hold," etc., and will be prioritized by the date of the hold requests.

### **PENDING CHALLENGE**

If a USER wishes to reserve a date that is currently in PENDING status by another USER, they may submit a challenge for that date on the SCHEDULING CALENDAR. The USER holding the PENDING reservation will be contacted and given no more than two business days to either confirm their reservation by completing the booking process or releasing the date. When the date is released, the challenging USER must be prepared to finalize their booking immediately.

### **RECURRING EVENTS**

Most RECURRING EVENTS will be given the first right of refusal for the corresponding dates in the forthcoming year, as long as the USER remains in GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. For this purpose, the first weekend of any given month refers to the first full weekend (Saturday and Sunday). USER will be required to complete the INTENT TO RETURN FORM. This form must be completed and returned to PARKS, along with a 25% deposit, within 30 days after the conclusion of their most recent event.

### **MODIFYING RESERVATION**

USERS may request changes to an existing USER AGREEMENT. Based on availability, additional facilities may be added, and other modifications may be approved at the discretion of the KITSAP COUNTY PARKS DEPARTMENT. All changes must be confirmed in writing and may require updated fees.

### **SCHEDULING**

When conflicting requests are made for the same PARK FACILITY, the KITSAP COUNTY PARKS DEPARTMENT books on a rolling calendar year on a first-come, first-served basis. Returning USERS will have the first right of refusal for historical dates.

In recognition that there are limited facilities, the following additional factors may also be taken into consideration to help establish fair, equal, and reliable allocations:

1. Benefit to the residents of Kitsap County

2. Type of event (national, regional, state, or local)
3. Seasonal activities versus non-seasonal activities
4. Impact of use on the surrounding neighborhood
5. Safety of participants and general PARK FACILITY visitors
6. Diversity of recreational opportunities
7. PARK FACILITY conditions (parks may be closed or subject to limited availability at any time for safety concerns or due to the risk of severe damage to the parks)
8. USERS in GOOD STANDING,

Note: The KITSAP COUNTY PARKS DEPARTMENT has the discretion to determine if additional criteria should be taken into consideration at the time of the event request.

### **SCHEDULING ALLOCATION**

Unless otherwise specified in writing, the KITSAP COUNTY PARKS DEPARTMENT may schedule other similar events without notice to the USER.

## **3. PAYMENT AND CANCELLATIONS**

### **ACCEPTABLE PAYMENT FORMS**

The KITSAP COUNTY PARKS DEPARTMENT accepts credit cards and personal checks. Cash will not be accepted. Online payments are accepted through the KITSAP COUNTY PARKS DEPARTMENT website. All credit and debit card payments are subject to a transaction fee. The USER is responsible for all credit/debit card fees. Checks can be sent via mail or delivered directly to the Parks Office.

### **DEPOSITS AND PAYMENTS**

Deposits and payments vary, as indicated in the Payment Procedures section, and depend on the type of activity.

### **FEES**

Fees for the use of County-owned facilities are reviewed periodically by the Kitsap County Board of Commissioners and are subject to change, provided 60 days' written notice is given in advance. The 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.

## **NON-PROFIT ORGANIZATIONS**

A 25% discount on the PARK 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 a discount. All other rates and fees will **not** have this discount.

## **PAYMENT PROCEDURES**

The KITSAP COUNTY PARKS DEPARTMENT intends to avoid post-event "accounts receivable." In most cases, full payment of PARK FACILITY rental and fee(s) will be due before the event occurs.

1. The payment schedule will be clearly shown in the USER AGREEMENT and will be as follows:
  - a. A deposit of 50% of the PARK FACILITY rental fee is due within 10 days after receipt of the signed USER AGREEMENT.
  - b. A second deposit of 50% of the PARK FACILITY rental fee is due 30 days before the event date.
  - c. For returning USERS 25% of the PARK FACILITY rental fee will be due with the INTENT TO RETURN FORM (due 30 days after the conclusion of the previous year's event), 25% due within 10 business days of the signing of the USER AGREEMENT, and the remaining 50% of the PARK FACILITY fee due 30 days before the event date.

## **REFUND AND CANCELLATION POLICY**

### **CANCELLATIONS BY KITSAP COUNTY**

The KITSAP COUNTY PARKS DEPARTMENT will cancel and release the dates of PENDING events if payment and signed documents are not received within the 10 business days required to move the event to BOOKED or for reasons that would be most beneficial to the KITSAP COUNTY PARKS DEPARTMENT. In such cases, the KITSAP COUNTY PARKS DEPARTMENT will notify the USER as soon as possible.

In addition, the KITSAP COUNTY PARKS DEPARTMENT will have the right to terminate all or part of the USER AGREEMENT at any time, without liability on the part of the KITSAP COUNTY PARKS DEPARTMENT, upon 30 days' written notice; provided, however, the USER AGREEMENT may at any time be terminated without written notice when the PARKS FACILITY is required for public use because of unforeseen emergency. Please get in touch with your EVENT COORDINATOR if you have any questions or need clarification.

## CANCELLATIONS BY THE USER

1. Cancellations must be made in writing to the KITSAP COUNTY PARKS DEPARTMENT (Parksevents@kitsap.gov)
2. USERS may cancel their reservation at any time. Refunds are subject to the refund table below:

Cancellation Date	Fees Refunded
No Show or 0-6 Month Before Event	0%
7+Months Before Event	100%

3. If the event is canceled after payment is received, the payment amount will be refunded, minus the \$25 administrative fee per the table above.
4. Any additional charges or fees incurred during the event beyond the original estimated charges will be INVOICED after the event.
5. The specific due dates will be indicated in the USER AGREEMENT. Additional fees may include charges for electrical orders, accessories, labor, trash removal, extra cleaning, or damage.

## LATE PAYMENT AND GOOD STANDING

### AFTER-EVENT INVOICING

In cases where the USER is to be INVOICED after the event has taken place, payment must be made in full by the due date. Failure to pay by the due date will result in the USER losing GOOD STANDING, which will result in disqualification from having future events at KITSAP COUNTY PARKS DEPARTMENT.

### DEFAULTS AND REMEDIES

If the USER fails to abide by or violates the terms and conditions specified in this USER AGREEMENT, the KITSAP COUNTY PARKS DEPARTMENT may also:

1. Withhold use of the PARK FACILITIES.
2. Immediately terminate the USERS' use of the PARK FACILITIES. Upon receiving such notification, the USER will immediately vacate the PARK FACILITY. If the USER fails to leave and remove their property immediately, the KITSAP COUNTY PARKS DEPARTMENT may seek remedies for unlawful trespass.
3. Sue for damages.
4. Pursue any other remedies available under the law.

## **GOOD STANDING**

If a USER violates the terms of the signed USER AGREEMENT, the USER could lose their GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to bar future events for said individual(s) and/or organization for a set period or, in some cases, permanently. Determination of the loss of GOOD STANDING is at the sole discretion of the KITSAP COUNTY PARKS DEPARTMENT. Communication about the loss of GOOD STANDING will be sent to the USER by letter.

## **INVOICE DISPUTES**

It is expected that disputed INVOICES will be brought to the County's attention within 30 days of the INVOICE date. Such disputes will be investigated thoroughly and resolved as quickly as possible. However, only the disputed amount from a particular INVOICE may be withheld from payment. The 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.

# **4. EVENT REQUIREMENTS AND PERMITS**

## **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) per occurrence/two million dollars (\$2,000,000) aggregate, in a form satisfactory to the Risk Manager's Office of Kitsap County. Depending on the event type or hazardous nature, minimum limits may be increased, and the USER will provide a copy of the policy upon request of the 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 EVENT COORDINATOR with 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 before use of the PARK FACILITY. Failure to do so may result in the revocation of this permitted event.

1. If alcohol is to be served by the USER or others under the terms of this USER AGREEMENT, the USER'S insurance will include liquor liability and be stated on the certificate.
2. In the event of non-renewal, cancellation, or material change in the coverage provided, 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 only be diminished or rescinded by giving Kitsap County 30 days' written notice.

## **INDEMNIFICATION**

USER hereby agrees to indemnify and 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 cost 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 FACILITIES 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 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 FACILITIES 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.

## **ALCOHOL PERMITS**

The consumption of alcoholic beverages is restricted to licensed events only and only during those times agreed upon. For safety reasons, alcohol consumption will not be permitted during event set-up and tear-down (ingress/egress) times. All alcohol consumption outside of licensed events, outside of agreed-upon times, and during event set-up or tear-down will be considered a policy violation and may cause a loss of GOOD STANDING, which can result in the immediate cancellation of an event in progress and may affect the USERS ability to book future events.

For the consumption and selling of alcohol during an event at the PARK FACILITY, the USER must complete the following:

1. For consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Banquet Permit is required. A copy of this permit must be supplied to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The USER will keep a copy of the permit with them during event hours in case of a request. The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$200 fee for alcohol consumption in a PARK FACILITY.
2. For selling and consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Special Occasion Permit is required. A copy of this permit must be supplied to KITSAP COUNTY PARKS DEPARTMENT 45 days before the event. USER will keep a copy of said permit with them during event hours in case of request. The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$400 fee for selling and consumption of alcohol in a PARK FACILITY.

3. USER'S insurance will include liquor liability, as stated on the certificate.

## **FIRE PERMITS**

If your PARK FACILITY rental includes any of the following, a separate fire code permit may be required:

- Use of open flames or candles.
- Operate a place of assembly where the total number of attendees indoors exceeds 350, or 1000 outdoors.
- Display, operate, or demonstrate liquid or gas-fueled vehicles within any building.
- Operation of a mobile food preparation vehicle.
- Use of fireworks or pyrotechnic special effects.
- Use of erect tents, canopies, or membrane structures:
  - Where any single tent or stage canopy exceeds 400 square feet
  - Where any tent or canopy or group of individual tents or canopies is placed less than 12 feet from one another, and other buildings exceed 700 square feet.
  - Where any air-supported membrane structure exceeds 400 square feet.

Please get in touch with your EVENT COORDINATOR for additional information.

Pricing is set by the Kitsap County Department of Community Development (DCD) and is subject to change without notice.

The USER agrees to provide the EVENT COORDINATOR with an event LAYOUT and all requested paperwork at least 45 days before the event. Specific LAYOUTS 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 LAYOUTS, must be kept clean and free from obstruction. Fire lanes in and around the PARK FACILITY must remain clear and unobstructed. The USER is responsible for advising VENDORS about Fire Regulations.

## **FIRE PERMIT APPLICATION PROCEDURES**

If a fire permit is required, the USER will be required to submit to the EVENT COORDINATOR the following, a minimum of 45 days before the event:

- LAYOUT
- EQUIPMENT RENTAL FORM
- FOOD VENDOR QUESTIONNAIRE
- Total estimated attendance
- List of air-filled membraned structures (ex, bounce houses)
- List of any motorized vehicles that will be placed inside as part of an event

- Electrical power needs

The information contained in these documents will be used to determine whether a fire permit is required for the event. The EVENT COORDINATOR will apply for the fire permit on the USER'S behalf. All decisions regarding the fire permit, including any additional requirements necessary to approve the permit, are at the sole discretion of DCD. The USER agrees to comply with all requirements and adjust as needed to remain in compliance and hold all VENDORS and third parties accountable.

Once DCD has reviewed the permit application, the EVENT COORDINATOR will email a copy of any concerns or the approved permit to the USER for review. The EVENT COORDINATOR will retain the "official copy" for use during the fire inspection. Fire inspections are typically one hour before the public enters the event. No member of the public will be allowed to enter the facility until the fire inspection is completed and signed by the Fire Marshal. All fees for the USER'S fire permit will be added to the USER'S INVOICE.

## LAYOUTS

USER must submit a parking LAYOUT, sanitation plan LAYOUT, and/or race LAYOUT to your EVENT COORDINATOR in writing, along with the COMMUNITY BUILDING EVENT REQUEST FORM for consideration of event approval. Failure to do so will result in cancellation of the booking request.

The USER must submit a LAYOUT in writing no later than 45 days before the event move-in date. Failure to do so may result in late fees and additional labor costs.

The Kitsap County Fire Marshal must pre-approve specific LAYOUTS before the event's start date. Ask your EVENT COORDINATOR if your event qualifies for this requirement.

Designated public walkways, inside or outside buildings, shall be maintained to a minimum of eight feet clear width. Any public walkway designated as an exit passage shall have a minimum of 10 feet clear width. The Fire Marshal may require additional width. No exhibit, booth, portion of an exhibit, booth, or any other obstruction shall extend into a designated walkway or emergency exit.

## ELECTRICAL

Unless otherwise specified, the electricity needs of the USER will be paid for by the USER at the current rates in effect. USER'S electrical requirements shall be submitted to the EVENT COORDINATOR 45 days before the event move-in date. They may be subject to late fees if requirements are received after the specified due date. Multiple plugs, such as twin sockets and cube taps, are prohibited. Qualified people must perform all work and conform to applicable Kitsap County fire codes.

## **ELECTRICAL CORDS**

Extension cords and relocatable power strips supplied by and used by the USER shall be intended for heavy-duty use, with a minimum 16-gauge, polarized, grounded type, and a 3-prong plug. Using a non-grounded, multiple-plug, or extension cord with 16-gauge wire or less ("zip cord") is prohibited. Extension cords and 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 into a power strip. Any appliance or extension cord placed through a public access area must be protected by foot traffic cover. KITSAP COUNTY PARKS DEPARTMENT reserves the right to refuse electrical service due to safety concerns.

## **USE OF FLAME OR FLAMMABLE MATERIALS**

The USER agrees not to stage any act or performance involving fire, flames, or explosive devices without obtaining the prior written permission of the KITSAP COUNTY PARKS DEPARTMENT. USER further agrees that it will not use any decorative materials prohibited by any applicable law, policy, regulation, or similar flammable or combustible materials on or about the PARK FACILITY. USER may request copies of KITSAP COUNTY fire regulations by contacting the Kitsap County Fire Marshal's Office at 614 Division St, Port Orchard, Washington 98366.

Specific LAYOUTS 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 PARK 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.

## **LICENSES**

### **LICENSES AND PERMITS**

Except for a fire permit, the USER is responsible for obtaining all other licenses, permits, and approvals from the appropriate regulatory boards and authorities that may be required for, but not limited to, staging the event.

USER 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.

## **COUNTY SERVICES**

Approval of a permit does not oblige or require the KITSAP COUNTY PARKS DEPARTMENT to provide services, equipment, or personnel in support of the event. It is the applicant's responsibility and associated expense to ensure the provision of adequate fire, event security, law enforcement, or medical services at the event if necessary.

Should the applicant want to engage services, equipment, or personnel provided by the County, including but not limited to law enforcement or inspections, such requests shall be delineated explicitly in the application and arranged directly with the office or department that would provide the services. Services may be rendered if such are reasonably available, and provisions are made to pay for the costs of such services. A deposit or other financial security shall be required based on estimated costs before permit issuance. The applicant and sponsor shall be jointly and severally liable for all costs and fees associated with the event.

## **VENDORS**

The USER must supply the KITSAP COUNTY PARKS DEPARTMENT by 45 days out from the event date. This will verify LAYOUT, equipment requests and permit use for electrical and fire County permits. All VENDORS at the USER'S liability must take adequate and necessary steps to protect the venue. The USER agrees to repair and replace damaged areas or equipment with the PARK FACILITY.

## **SPECIAL PARK EVENT PERMITS**

A SPECIAL PARK EVENT PERMIT is required for events that exceed the shelter's standard use capacity, such as larger gatherings greater than the published shelter seating capacity, amplified sound, events with food trucks or anything open to the general public. Permit applications must be submitted and approved at least 60 days before the rental date to allow for proper planning and coordination. To see if your event qualifies for a SPECIAL PARK EVENT PERMIT, please get in touch with your EVENT COORDINATOR.

## **5. FACILITY USE RULES**

### **ADVERTISING AND SIGNAGE**

#### **ADVERTISING**

USER agrees to take full responsibility for promoting or advertising its event. The KITSAP COUNTY PARKS DEPARTMENT may promote an event at the KITSAP COUNTY PARKS DEPARTMENT'S sole discretion. Without USERS' written consent, the KITSAP COUNTY PARKS DEPARTMENT will not promote or adversely affect an event's advertising. USER agrees to provide a name and contact phone number to be printed in any publication when promoting through the KITSAP COUNTY PARKS DEPARTMENT. USER agrees not to represent the KITSAP COUNTY PARKS DEPARTMENT in sponsoring their event without the written permission of the KITSAP COUNTY PARKS DEPARTMENT.

Signs, banners, and posters may only be attached to parts of the facilities' surfaces or any furnishings, rented equipment, or fixtures with prior approval from the EVENT COORDINATOR. The KITSAP COUNTY PARKS DEPARTMENT has specific approved areas and methods for hanging banners inside or outside the buildings and facilities.

#### **COPYRIGHT PROTECTED MATERIAL**

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

The KITSAP COUNTY PARKS DEPARTMENT website contains valuable information about on-site services, room capacity, upcoming events, exhibitor and attendee information, rules, and regulations. Please provide event information to your EVENT COORDINATOR. KITSAP COUNTY PARKS DEPARTMENT reserves the right to post public events on the public events calendar. This is not a guarantee that your event will be listed.

#### **PHOTOGRAPHY AND VIDEO**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to photograph, videotape, or record any event for its records, publicity, and promotional purposes. Your EVENT COORDINATOR will discuss whether your event has been chosen for these activities.

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

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

## **CARE OF THE FACILITIES**

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

1. USER will not injure, mark, or deface PARK FACILITIES, including but not limited to placing nails, tacks, hooks, or screws into any part of facilities or tree/shrub or other plant life; or adhering 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 PARK FACILITIES without the KITSAP COUNTY PARKS DEPARTMENT written approval; this includes the floor. No duct or masking tape is allowed; only use gaffing or blue painter's tape to adhere to the floor.
2. In the event of damage or alteration to the PARK FACILITIES or equipment, the USER agrees to pay the KITSAP COUNTY PARKS DEPARTMENT to fully restore the PARK FACILITY or equipment, repair the damage, or replace altered or damaged portions, all at USER'S cost and expense.
3. The USER is responsible for erecting any particular apparatus, scaffolding, rigging, or building structures. Still, to ensure the safety of performers and the public, such apparatus must be installed according to the specifications and requirements of the Kitsap County building inspector. Before installation, the 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 DEPARTMENT.
4. KITSAP COUNTY PARKS DEPARTMENT is a safe workplace, and all VENDORS, concessionaires, and contractors shall comply with State and Federal regulations.
5. USERS' contractors are responsible for all safety aspects concerning any work they perform or contract to be done. All work is to be performed to avoid the risk of bodily

injury or damage to property. The USER is responsible for monitoring and making necessary corrections to the work procedures to minimize risks and damage.

6. The USER is responsible for ensuring each contractor/worker on-site furnishes appropriate safety equipment, has trained personnel, and enforces such equipment protocols.

## **DECORATING**

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

## **DELIVERIES**

The KITSAP COUNTY PARKS DEPARTMENT does not accept freight deliveries or smaller parcels from couriers such as USPS, UPS, FedEx, or others, as storage facilities are not available.

## **DISPLAYS/ EXHIBITS**

All exhibits and displays shall be transported in and out of the PARK FACILITY during designated move-in and move-out times listed on the USER AGREEMENT. Other public spaces at the PARK FACILITY, including doors, windows, fire hose cabinets, first aid stations, pull stations, fire extinguishers, fire strobe lights, fire alarm speakers, and house lighting, may not be obstructed by exhibits, VENDORS, or closed access to the public.

- Attachments may not be covered or obstructed. (See "FIRE REGULATION").
- Unprotected and unsecured open flames are not permitted in buildings. If you need clarification on any exhibit's safety or legal compliance, contact your EVENT COORDINATOR.

## **FOOD AND BEVERAGE GUIDELINES**

### **CATERING**

Private events may bring in a caterer of their choice. Limited kitchen facilities are available.

For cooking and prepping food, open flames are prohibited inside any PARK FACILITY. Electric appliances are acceptable. If cooking outside the PARK FACILITY, open flame appliances must be positioned at least 20 feet from the PARK FACILITY. If such parties wish to have alcohol served, the server MUST be certified by the Washington State Liquor and Cannabis Board. USER will be required to present a copy of this license and proof of insurance to the KITSAP COUNTY PARKS DEPARTMENT before the event.

## **RECYCLING REQUIREMENTS**

Per RCW 70.93.093, all USERS who have VENDORS who are selling beverages in single-use aluminum, glass, or plastic bottles or cans are required to participate in a recycling program. The KITSAP COUNTY PARKS DEPARTMENT will provide recycling stations where applicable. USERS will need to monitor and ensure participation. USER will also be required to ensure that there is no cross-contamination (trash in the recycle bin or recycling in the trash bin). It is the USER'S responsibility to move items to the proper bins if they are placed in the wrong ones. Failure to do so will incur additional labor costs (\$100 per hour per PARK STAFF). USER and VENDOR are solely responsible for the proper disposal of collected recycling. In most cases, this will mean that the USER and/or VENDOR will need to remove items from recycling.

## **KEYS AND ACCESS CODES**

Depending on the event and the PARK FACILITY being rented, keys and/or key cards, as well as gate codes, may be checked out to the USER. All keys and key cards given must be returned immediately after the event's end date. Lost keys, locks, and/or key cards are charged at \$100 per item.

## **LOST AND FOUND**

The KITSAP COUNTY PARKS DEPARTMENT will have the right to collect and have custody of articles left by people attending any performance, exhibition, or activity given or held at the PARK FACILITY. USER or anyone in USER'S employ will not collect or interfere with the KITSAP COUNTY PARKS DEPARTMENT collection or custody of such articles. Articles found will be in the possession of the KITSAP COUNTY PARKS DEPARTMENT for 30 days after an event at the KITSAP COUNTY PARKS DEPARTMENT office. All unclaimed articles will be disposed of according to law.

## **OCCUPANCY INTERRUPTIONS**

If the PARK FACILITY or any part of the PARK FACILITY is destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrences such as strikes, labor disputes, or acts of military authorities occur, the USER'S event will be canceled at once. The KITSAP COUNTY PARKS DEPARTMENT will not, in any case, be held liable or responsible to the USER for any damage caused by said cancellations, and the KITSAP COUNTY PARKS DEPARTMENT will be relieved of any further liability. The USER will not claim compensation or damages against the KITSAP COUNTY PARKS DEPARTMENT. Any rental funds covering the cancelled portion of the USER'S event, for the reasons mentioned above, will be refunded to the USER.

## **ON-SET PRESENCE REQUIREMENTS**

### **EVENT COORDINATOR ROLE**

Your EVENT COORDINATOR will assist you in selecting a PARK FACILITY, issuing the USER AGREEMENT, and managing any addendums or special attachments as needed. They will work with you to ensure you fully understand the USER AGREEMENT and answer any contractual questions you may have.

The EVENT COORDINATOR, or designee, will follow up with you after your event is completed to ensure its success and discuss any questions you may have about that specific event. They will also assist with booking future events. THE EVENT COORDINATOR will also help organize the PARK STAFF and services available throughout the County to ensure your event requirements are fully met. EVENT COORDINATOR is your primary contact once the USER AGREEMENT has been signed.

### **ON-SITE PRESENCE**

1. The USER or their authorized representative(s) are required to be always present at the PARK FACILITY during the following phases:
  - a. Event setup (move-in)
  - b. Event execution
  - c. Event teardown (move-out)
  - d. All inspections
2. Arrival and Departure Responsibilities: USER or authorized representative(s) must adhere to the "first to arrive, last to leave" principle, ensuring their presence before other personnel or VENDORS arrive for setup and remain on-site until all VENDORS have completed their teardown activities.
3. Security and VENDOR Oversight: The USER or their authorized representative(s) ensure site security, oversee VENDOR activities, and maintain a safe and organized environment throughout all event phases.
4. VENDOR Assistance Protocol: VENDORS requiring assistance or direction must seek support from the USER or their authorized representative(s). The USER or authorized representative(s) will contact the designated EVENT COORDINATOR as needed.
5. Event Communication: Upon receiving VENDOR assistance requests, the USER or authorized representative(s) will contact the designated EVENT COORDINATOR. The EVENT COORDINATOR will then direct the efforts of the PARKS STAFF.

## **SUPERVISION**

USER must provide adequate supervision. Misuse of the PARK FACILITY or failure to conform to the regulations will be sufficient reason to deny and/or cancel any current or future reservations.

## **PERFORMERS**

The USER guarantees the appearance of any named performers advertised to appear at the event as specified. In the event an advertised performer cancels, the USER must place signs indicating outside the PARK FACILITY entrances and must make an official announcement before the start of the program. The USER must offer a bona fide 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 DEPARTMENT. The USER will pay all refunds and expenses of refund arrangements.

## **POST EVENT CLEAN UP**

USERS are responsible for cleaning the Community Building after use, including placing all garbage in the designated bins. If the designated bins are full, the USER is responsible for packing all additional trash out.

## **PROHIBITED ACTIONS**

### **BALLOONS, CONFETTI, AND GLITTER**

No "lighter than air" (helium or metallic) balloons, confetti, or glitter are permitted in the PARK FACILITY and use of such will result in additional charges.

### **CAMPING/RV PARKING**

Camping is not allowed at the PARK FACILITY.

### **DRUGS**

As per Kitsap County Code 10.12.160, it is unlawful to bring into, possess, or consume in any PARK FACILITY any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if ingested, injected into, breathed, or otherwise administered to a human being or animal.

### **INFLATABLE STRUCTURES**

Please discuss this with your EVENT COORDINATOR. Additional insurance may be required if approved.

## **SMOKING OR VAPING**

The KITSAP COUNTY PARKS DEPARTMENT does not allow smoking or vaping in buildings and structures. Smoking or vaping is permitted outside buildings; however, to ensure that smoke does not enter buildings, smoking must occur at a minimum reasonable distance of 25 feet from entrances, exits, windows, and air intakes.

## **TENTS/CANOPIES**

According to Kitsap County Fire Marshal rules, tents or canopies “are not allowed inside a structure unless approved by the local Fire Code Official.” See your EVENT COORDINATOR for clarification regarding your event.

## **USE PERIOD AND TIME SCHEDULE**

The USER will move in, use, and occupy the PARK FACILITY following the dates and times indicated on the SCHEDULE CALENDAR. The USER will not extend the time for the occupancy or use of the PARK FACILITY for the installation or removal of equipment without the express written permission of the KITSAP COUNTY PARKS DEPARTMENT. Additional time will be charged at published rates. The USER expressly agrees that they will be liable for any damage or loss to any third party due to the USER occupying the PARK FACILITY beyond its move-out time. USER will pay and indemnify KITSAP COUNTY PARKS DEPARTMENT against any such loss, claim, or expenses by a third party so injured or in the event of any third party filing such a claim. USER may not trade or sublease their approved dates without prior permission from the KITSAP COUNTY PARKS DEPARTMENT. PARK FACILITY accepted bookings will be charged to the USER, whether used or not. Schedule changes need to be made in writing.

# **6. COMMUNITY BUILDING SPECIFIC RULES**

## **GARBAGE REMOVAL**

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

Your EVENT COORDINATOR will be able to advise you in detail. The KITSAP COUNTY PARKS DEPARTMENT is committed to sustainability. It provides recycling areas within the exhibit halls for all exhibitors to use. In addition, there are specialized recycling containers

with designated labels throughout the PARK FACILITY to meet your event waste needs. We encourage you to recycle!

### **MOVE IN/MOVE OUT**

Move in is defined as the day the USER takes possession of the PARK FACILITY and begins to bring in, and in most cases, leave at the PARK FACILITY the USER'S property for their event. Move out is defined as the last day the USER will possess the property and is the day when all of the USER'S property is to be removed from the PARK FACILITY. USER must schedule and pay for move in and move out days and times when booking an event. Exceptions must be pre-approved by your EVENT COORDINATOR. Move in / move out times that extend into the evening may be subject to an additional labor fee.

When many exhibitors move in, additional restrooms may be required at the USER'S expense.

USER and exhibitors shall remove all signage and exhibit materials by their contracted move out time. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for any items left beyond the contracted move out time. In the event that an excessive amount of debris remains after the event, there will be a charge for the removal at the KITSAP COUNTY PARKS DEPARTMENT'S discretion.

### **INTERNET AND WI-FI**

Non-secure, free Wi-Fi may be available in some park facilities, but it is limited in availability. This service is complimentary and subject to availability.

## **7. SAFETY AND SECURITY**

### **CROWD SAFETY ACCESS**

The USER agrees to sell tickets for and admit only the number of people specified in the negotiation of the USER AGREEMENT. The USER will ensure that attendees can safely and freely move about the PARK FACILITY at all times. USER will not permit chairs or obstacles in the passageways or emergency exits of the PARK FACILITY and will keep clear all sidewalks, grounds, entries, passages, vestibules, and abutting streets and ways of access to the PARK FACILITY. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to require the doors to the public seating areas to be opened at a specified time before the event. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to cancel an event at any time, in its sole discretion, should it become unsafe or pose a threat to public safety.

## **EMERGENCY AND VANDALISM**

The USER will call 911 during an emergency.

1. Once 911 is called, the USER will notify the KITSAP COUNTY PARKS DEPARTMENT.
  - a. If the emergency occurs during work hours (Monday – Thursday, 8:30 am - 5:00 pm and Friday, 8:30 am – 2:30 pm), the USER will contact the main number for the KITSAP COUNTY PARKS DEPARTMENT: 360-337-5350.
  - b. If the emergency occurs after hours during the evening or weekend, the USER will call the main number for the KITSAP COUNTY PARKS DEPARTMENT and leave a voicemail: 360-337-5350
2. USER representatives must be on-site during field rental periods to ensure parking areas are always clear for emergency vehicle access.
3. If vandalism is sighted, the USER will inform the KITSAP COUNTY PARKS DEPARTMENT at the phone number above.

## **FIRST AID**

The USER is responsible for providing First Aid Equipment and Supplies. Some significant events may require dedicated on-site First Aid personnel. In an emergency, the USER is encouraged to call 911 if needed. Please get in touch with your EVENT COORDINATOR for more information.

## **SECURITY AND POLICE**

USER may be required to hire a specified number of security personnel as outlined by your EVENT COORDINATOR and alcohol provider, who shall be provided by an approved security contractor at the contractor's established rate. Please get in touch with your EVENT COORDINATOR for detailed information regarding the above requirement or if your event requires specialized security. No designation or approval of personnel by the KITSAP COUNTY PARKS DEPARTMENT will relieve the USER of any obligations hereunder. The USER further agrees to hire the minimum-security personnel deemed necessary by the Kitsap County Sheriff to ensure the safety of invitees to the event and the PARK FACILITY. Security must be the last to leave the PARK FACILITY.

# **8. FACILITY CONDITIONS AND CLOSURES**

## **JANITORIAL SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT does not provide PARK STAFF for Community Building rentals. The USER may request support from PARK STAFF, but it is based on PARK STAFF'S availability and will require an additional charge. The USER will submit a complete

and detailed outline of the equipment required, including LAYOUT and other information necessary for the EVENT. This information must be available to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The EVENT COORDINATOR will be able to assist in identifying areas that have potential cost implications.

## **MOTORIZED VEHICLES**

All motorized vehicles owned by the KITSAP COUNTY PARKS DEPARTMENT are to be operated only by authorized KITSAP COUNTY PARKS DEPARTMENT personnel.

The USER is responsible for requesting specialized motorized vehicle access from the EVENT COORDINATOR at the PARK FACILITY. This includes, but is not limited to, driving motorized vehicles on grassy areas. These requests will be reviewed and permitted by the KITSAP COUNTY PARKS DEPARTMENT. Only authorized vehicles will be allowed specialized access to the PARK FACILITY, and access is subject to change based on the weather. The KITSAP COUNTY PARKS DEPARTMENT will flag and mark any hazards that should be avoided. The USER will be responsible for any damage caused to marked hazards.

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

## **PARKING**

The following rules and regulations apply to parking in the PARK FACILITY:

1. Parking will be in designated parking stalls or areas only. All improperly parked vehicles are subject to being towed at the owner's expense.
2. Vehicles will not park in front of access bollards or chains.
3. Parking or driving on fields or sports facilities and walkways is not allowed unless prior arrangements have been made with the KITSAP COUNTY PARKS DEPARTMENT.
4. Parking availability is not exclusive to the USER and must be shared with other park visitors.
5. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for vehicle loss, theft, or damage while parked on the property of the KITSAP COUNTY PARKS DEPARTMENT.
6. The EVENT COORDINATOR will determine the specific parking areas and entry and exit gates to be used for the event.

7. The EVENT COORDINATOR will assist with a parking plan but will not provide parking attendants or guides. Such individuals are the sole responsibility of the USER.
8. The EVENT COORDINATOR may request the USER to provide an off-site parking location if the size of the event is larger than the capacity of the PARK FACILITY parking lots.

## **RESTROOMS**

The KITSAP COUNTY PARKS DEPARTMENT will place sanicans at certain PARK FACILITIES that do not have a public restroom from April 1 through October 1 each year. The KITSAP COUNTY PARKS DEPARTMENT may provide sanicans outside this time frame, depending on what has been agreed to in the USER AGREEMENT. Please consult your EVENT COORDINATOR for more information.

Adequate and accessible restroom facilities are often limited or unavailable at event sites. In these cases, the USER must supply portable restrooms. Portable restrooms and hand-washing facilities are available from commercial VENDORS. The requirement for providing toilets is one for every 100 people.

## **ROAD CLOSURES**

Where an event proposes a road closure, the USER shall consult with Kitsap County Public Works to authorize a road closure as part of the approval of the SPECIAL PARK EVENT PERMIT. The Public Works Road Closure Policy procedures will be followed to issue the closure authorization. Along with fees assessed by Kitsap County Public Works, Kitsap County Fairgrounds may also consider a fee for the impact on the Fairgrounds.

## **ROOM CAPACITIES**

Room capacities vary widely depending on the event's specific functional requirements, including seating arrangements, staging, dance floor, food/beverage service needs, audiovisual setup, etc. It is necessary to discuss your proposed event function details with your EVENT COORDINATOR to ensure safe and appropriate space allocation.

## **STORAGE**

The USER must notify the KITSAP COUNTY PARKS DEPARTMENT if they intend to deliver the property to PARK FACILITY before an event. If such deliveries become necessary, it is the USER'S full responsibility to provide storage for the property. The USER must have adequate insurance for such property, which will be delivered up to three days before the event's opening. The KITSAP COUNTY PARKS DEPARTMENT, its officers, agents, or

employees will not be liable for any loss, damage, or injury to the USER'S property while on the PARK FACILITY.

## **WATER**

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

## **9. DAMAGES, CONDUCT AND ENFORCEMENT**

### **ANIMALS**

Animals must be kept on a leash and under the owner's control at all times. Animals are not allowed in restrooms or children's play areas; all pet waste must be appropriately disposed of.

Except for service animals or permitted animal events, animals are not allowed in PARK FACILITIES. The Americans with Disabilities Act (ADA) defines a service animal as "any guide dog, signal dog, or other animal individually trained to assist 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. People with animals on the grounds must take every precaution to ensure the safety of all attendees.

### **COMPLIANCE WITH LAWS**

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

The USER will comply with all applicable provisions of the ADA 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 AGREEMENT.

## **AMERICANS WITH DISABILITIES ACT**

KITSAP COUNTY PARKS DEPARTMENT supports compliance with the ADA. Some events may consider adding additional accessible restrooms. Handicap-accessible parking spaces or places will be marked and must be observed by all attendees. For specifics, please get in touch with the EVENT COORDINATOR.

## **CONDUCT OF PERSONS**

The USER will be solely responsible for the orderly conduct of all people using the PARK FACILITY by its invitation, either expressed or implied. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to eject or cause any person to be expelled from the PARK FACILITY due to unlawful conduct and/or trespass on the property. At the discretion of the Kitsap County Sheriff, the KITSAP COUNTY PARKS DEPARTMENT will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of the USER.

KITSAP COUNTY PARKS DEPARTMENT also reserves the right to deny future event bookings for a USER for any reason, including but not limited to public safety concerns, loss of GOOD STANDING, repeated violations of the terms or articles of the USER AGREEMENT, or situations where law enforcement is called to the scene to keep the peace.

## **CONTROL OF FACILITY**

The entrances and exits of the PARK FACILITY will be locked and unlocked at such times as may be required for the USERS' use. The USER must always place proper personnel at all entrances and exits when they are unlocked at their own expense. The KITSAP COUNTY PARKS DEPARTMENT and all duly authorized representatives of the KITSAP COUNTY PARKS DEPARTMENT will have the right to enter the PARK FACILITY at all times.

## **DAMAGES**

The USER is responsible for all damage to the PARK FACILITY, equipment, and property that occurred during their rental. This includes any damage to the PARK FACILITY through the negligence or intentional conduct of the USER, its members, participants, guests, or attendees.

The USER will reimburse the KITSAP COUNTY PARKS DEPARTMENT for any loss or damage to property caused by such use within 30 days of the billing date.

Also, the USER will be charged accordingly if additional services are required after an activity above routine maintenance.

The KITSAP COUNTY PARKS DEPARTMENT has the right to revoke any rental agreements issued due to a USER causing damage to a PARK FACILITY due to misuse or inappropriate behavior or activities.

## **ENTERTAINMENT MORALS**

No performance, exhibition, or entertainment will be given or held on the PARK FACILITY deemed illegal or contravening the KITSAP COUNTY PARKS DEPARTMENT policy of providing family entertainment events at its public facilities. The KITSAP COUNTY PARKS DEPARTMENT expressly reserves the right to refuse the use of a PARK FACILITY to any party proposing to conduct, promote, or sponsor an event inconsistent with this policy.

## **FLOOR CARE**

The floors of most of the PARK FACILITY range from sealed concrete, tile, or carpet. Precautions must be carried out by the USER and exhibitors to protect all floor surfaces:

1. Vehicles parked in buildings must have a drip pan placed underneath them, have ¼ tank of gas or less, and have the battery disconnected.
2. All exhibits and displays using bark dust or paving stones must have plastic sheeting between the floor and display, regardless of floor type.
3. High-tack floor markings or carpet tape may leave a residue that will incur extra cleaning charges. If tape is required, low-tack tape must be used.
4. Chewing gum left on the floor may incur extra cleaning charges, regardless of floor type.
5. If floors are wet, please advise the EVENT COORDINATOR immediately. Please stay in the area until someone responds with instructions for cleanup. KITSAP COUNTY PARKS DEPARTMENT will provide wet floor signage.

## **SOLICITING AND PROTESTING**

It is unlawful for any person to solicit alms or contributions for any purpose, whether public or private, or to expose or offer for sale any article or thing, nor shall any person station or place any stand, cart, or vehicle for transportation, sale or display of any such article or thing, except a licensed concessionaire acting by and under the authority of the KITSAP COUNTY PARKS DEPARTMENT Director.

## **9. APPENDICES**

### **RATES AND FEES**

Locations are subject to review and approval by the KITSAP COUNTY PARKS DEPARTMENT. Qualified non-profit organizations will receive a 25% discount on Community Building rental fees.

### EAGLES NEST COMMUNITY BUILDING FEE

Facility	Fees
2,067 sq. ft (53' x 39')	\$600/day (Friday –Sunday)
Tables and chairs are included in the rental. Established rates will apply to additional equipment and services.	\$50/hour (Monday - Thursday) 3 hours minimum

### ISLAND LAKE COMMUNITY BUILDING FEE

Facility	Fees
1,302 sq. ft (57' x 32')	\$600/day (Friday –Sunday)
Tables and chairs are included in the rental; established rates will bill additional equipment and services.	\$50/hour (Monday - Thursday) 3 hours minimum

### LONG LAKE COMMUNITY BUILDING FEE

Long Lake Community Building	Fees
1,200 sq. ft (53' x 39')	\$600/day (Friday –Sunday)
Tables and chairs are included in the rental; established rates will bill additional equipment and services.	\$50/hour (Monday - Thursday) 3 hours minimum

### MISCELLANEOUS COMMUNITY BUILDING FEES

Miscellaneous Community Building Fees	Fees
Admin Fee	\$25/event
Replacement Key: Failure to return key	\$100/key
Post Event: Non-routine post-event clean-ups (Tape, Staples, Stains)	\$60/hour

# Fairgrounds and Event Center Policies

---

## OVERVIEW AND DEFINITIONS

### PURPOSE

The Fairgrounds Rental Policies establish consistent rules and procedures for reserving, using, and maintaining Kitsap County Fairgrounds facilities. These policies are designed to:

- Ensure fair and equitable access for individuals, organizations, and community events.
- Promote safe, respectful, and responsible use of public resources.
- Protect fairgrounds buildings, grounds, and amenities through clear expectations for care, cleanliness, and compliance.
- Provide a transparent process for reservations, payments, cancellations, and permit requirements.
- Support effective coordination between event organizers and the KITSAP COUNTY PARKS DEPARTMENT to ensure successful and well-managed events.

By following these policies, all USERS help preserve the quality of the fairgrounds, foster positive community experiences, and safeguard public assets for current and future generations.

### DEFINITIONS

**BOOKED:** The finalized status of a reservation once the USER has submitted a signed USER AGREEMENT and the initial payment has been received and processed.

**COURTESY HOLD:** A non-binding reservation placed on the SCHEDULING CALENDAR to temporarily hold a date or PARK FACILITY for a prospective USER pending further action.

**EVENT COORDINATOR:** Designated personnel from the KITSAP COUNTY PARKS DEPARTMENT assigned to assist USERS in coordinating Fairground and Event Center Events, including booking, compliance, and follow-up.

**EQUIPMENT RENTAL FORM:** A form filled out by the USER that lists the item and quantity of any equipment to be rented from the KITSAP COUNTY PARKS DEPARTMENT for the event. Items can include, but are not limited to, tables, chairs, pipe and drape, power, and heavy equipment (such as a forklift) needs.

**FAIRGROUNDS EVENT REQUEST FORM:** The application submitted by a USER to request a facility reservation at the Fairgrounds and Event Center. This form includes details such as event type, attendance, and support needs.

**FOOD VENDOR QUESTIONNAIRE:** A form to be filled out by the USER that gathers details about the food VENDORS who will be serving at the event. The information in this form is used as an element in the fire permit application.

**GOOD STANDING:** A status indicating a USER has complied with all event terms, including timely payments, proper conduct, no significant damages, and adherence to applicable policies.

**INTENT TO RETURN FORM:** This form will be sent to the USER by the EVENT COORDINATOR at the conclusion of their most recent event to exercise their “first refusal” on the following year’s corresponding dates. The USER will have 30 days to complete and return the form to the KITSAP COUNTY PARKS DEPARTMENT, accompanied by a 25% deposit.

**INVOICE:** A billing document issued to the USER by the KITSAP COUNTY PARKS DEPARTMENT that details rental fees and any additional costs associated with the use of the PARK FACILITY.

**KITSAP COUNTY PARKS DEPARTMENT:** The County department responsible for the management, scheduling, and maintenance of PARK FACILITIES and athletic fields.

**LAYOUTS:** Floor plans provided by the USER to be used by PARK STAFF for the setup of rented equipment and for use in any fire permit application.

**PARK FACILITY:** Any park structure, space, or venue managed by the KITSAP COUNTY PARKS DEPARTMENT that may be reserved, rented, or otherwise used for organized events.

**PARK STAFF:** Designated personnel responsible for the upkeep, cleanliness, safety, and overall appearance of public parks and recreational facilities.

**PENDING:** A temporary status applied to an event request once the FAIRGROUNDS EVENT REQUEST FORM has been submitted and is under review, but before the USER AGREEMENT is signed and the deposit is paid.

**RECURRING EVENTS:** Refers to USERS who intend to return for events held on the exact dates and times the subsequent years. These USERS must submit their INTENT TO RETURN FORM within 30 days after the current event concludes. Changes to event dates require relinquishing the "first refusal" on the original dates.

**SCHEDULING CALENDAR:** The internal calendar maintained by the KITSAP COUNTY PARKS DEPARTMENT reflects all COURTESY HOLDS, PENDING and BOOKED events.

**SPECIAL PARK EVENT PERMIT:** An authorization required for events that may have a significant impact on public spaces, resources, or services.

**USER:** Any individual (age 18+), non-profit organization, business, or other group who books, reserves, or otherwise uses a Kitsap County PARK FACILITY for a special event.

**USER AGREEMENT:** A contract issued by the KITSAP COUNTY PARKS DEPARTMENT outlining the terms and conditions of use for a particular event or reservation.

**VENDOR:** A person or business contracted or permitted by the USER to provide goods or services during a special event. This includes food VENDORS, equipment providers, and service personnel.

## **2. RESERVATIONS AND SCHEDULING**

### **ELIGIBILITY TO BOOK**

- Non-profit organizations
- Businesses
- Organizations
- Individuals (18 years of age and older)

Each of the foregoing is a USER for this document.

### **BOOKING PROCEDURES**

1. Review the policies carefully for information and requirements about your PARK FACILITY rental.

2. Reservations can be made no earlier than one year in advance and no later than 180 days in advance.
3. Returning USERS will have the first right of refusal for same dates. If the returning USER wishes to have different dates, this will be on a first-come, first-served basis. Returning USERS must complete an INTENT TO RETURN FORM within 30 days of the completed year's event, with a 25% initial payment of the PARK FACILITY rental fee to hold the event date.
4. New USERS can request dates up to one year in advance, on a rolling calendar year, on a first-come, first-served basis.
5. Each USER must complete a FAIRGROUNDS EVENT REQUEST FORM 180 days before the event date.
6. Once the FAIRGROUNDS EVENT REQUEST FORM is received and processed by the EVENT COORDINATOR, a USER AGREEMENT, INVOICE, and insurance requirements will be provided to the USER; the USER will have 10 business days to return the signed USER AGREEMENT, event insurance, and submit the invoice installment payment – the next 25% for returning USER and 50% for new USER - plus the \$25 Admin Fee to move the reservation to BOOKED.
7. The remaining 50% of the invoice will be due 30 days before the event. Any additional items, such as additional equipment ordered during the event, for example, will be billed after the event and due upon receipt.
8. Facilities use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

## **RESERVATION STATUSES**

### **PENDING**

When a USER has committed a date and has requested a booking by completing a FAIRGROUNDS EVENT REQUEST FORM online or by paper form, the EVENT COORDINATOR will review this form. If approved, the USER AGREEMENT will be drafted and provided to the USER. When the USER AGREEMENT is being processed or is in transit, the said event will be considered PENDING. Still, it will be treated the same as BOOKED events for the SCHEDULING CALENDAR. USER AGREEMENT and payments not received by the due date may result in cancellation of the reservation.

### **BOOKED**

An event is considered BOOKED when a USER, following a discussion with an EVENT COORDINATOR, commits and agrees to a PARK FACILITY and signs the USER AGREEMENT, coupled with their 50% payment of the PARK FACILITY rental. A USER must sign the USER AGREEMENT and then return the signed USER AGREEMENT with payments within 10 business days.

Failure of the USER to follow such procedures may result in cancellation of the USER AGREEMENT, a refund based on the schedule detailed in the Cancellation by User section, and release of the event date.

### **COURTESY HOLD**

A COURTESY HOLD is not a binding agreement for the KITSAP COUNTY PARKS DEPARTMENT to rent a PARK FACILITY to the USER. It is a courtesy offer to allow potential USERS the chance to assemble information or programming before committing to booking an event. At the discretion of the KITSAP COUNTY PARKS DEPARTMENT, the EVENT COORDINATOR may place a hold on the SCHEDULING CALENDAR, at no cost to the USER, under the following conditions:

1. SCHEDULING CALENDAR is checked for PARK FACILITY availability.
2. A brief overview of rules, policies, and applicable guidelines to specific events is explained and reviewed with USER.
3. The USER must provide current and complete contact information.
4. If no contact has been made by the USER to the EVENT COORDINATOR within 45 days of the event, the "hold" on the SCHEDULING CALENDAR may be subject to removal from the SCHEDULING CALENDAR. The EVENT COORDINATOR will attempt to contact the USER before removing the hold.
5. If more than one USER requests to hold the same date, the holds will be labeled on the SCHEDULING CALENDAR as "1st Hold," "2nd Hold," etc., and will be prioritized by the date of the hold requests.

### **PENDING CHALLENGE**

If a USER wishes to reserve a date that is currently in PENDING status by another USER, they may submit a challenge for that date on the SCHEDULING CALENDAR. The USER holding the PENDING reservation will be contacted and given no more than two business days to either confirm their reservation by completing the booking process or releasing the date. When the date is released, the challenging USER must be prepared to finalize their booking immediately.

### **RECURRING EVENTS**

Most RECURRING EVENTS will be given the first right of refusal for the corresponding dates in the forthcoming year, as long as the USER remains in GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. For this purpose, the first weekend of any given month refers to the first full weekend (Saturday and Sunday). USER will be required to complete the INTENT TO RETURN FORM. This form must be completed and returned to PARKS, along with a 25% deposit, within 30 days after the conclusion of their most recent event.

## **MODIFYING RESERVATION**

USERS may request changes to an existing USER AGREEMENT. Based on availability, additional facilities may be added, and other modifications may be approved at the discretion of the KITSAP COUNTY PARKS DEPARTMENT. All changes must be confirmed in writing and may require updated fees.

## **SCHEDULING**

When conflicting requests are made for the same PARK FACILITY, the KITSAP COUNTY PARKS DEPARTMENT will give the previous year's events the first right of refusal for the same event dates; after that, all events will be booked on a first-come, first-served basis.

In recognition that our PARK FACILITIES are open to the public, the following additional factors may also be taken into consideration to help establish fair and reliable allocations:

1. Benefit to the residents of Kitsap County
2. Type of event (national, regional, state, or local)
3. Seasonal activities versus non-seasonal activities
4. Impact of use on the surrounding neighborhood
5. Safety of participants and general PARK FACILITY visitors
6. Diversity of recreational opportunities
7. PARK FACILITY conditions (parks may be closed or subject to limited availability at any time for safety concerns or due to the risk of severe damage to the parks)
8. USERS in GOOD STANDING

Note: The KITSAP COUNTY PARKS DEPARTMENT has the discretion to determine if additional criteria should be taken into consideration at the time of the event request.

## **SCHEDULING ALLOCATION**

Unless otherwise specified in writing, the KITSAP COUNTY PARKS DEPARTMENT may schedule other similar events without notice to the USER.

# **3. PAYMENT AND CANCELLATIONS**

## **ACCEPTABLE PAYMENT FORMS**

The KITSAP COUNTY PARKS DEPARTMENT accepts credit cards and personal checks. Cash will not be accepted. Online payments are accepted through the

KITSAP COUNTY PARKS DEPARTMENT website. All credit and debit card payments are subject to a transaction fee. The USER is responsible for all credit/debit card fees. Checks can be sent via mail or delivered directly to the Parks Office.

## **DEPOSITS AND PAYMENTS**

Deposits and payments vary, as indicated in the Payment Procedures section, and depend on the type of activity.

## **FEES**

Fees for the use of County-owned facilities are reviewed periodically by the Kitsap County Board of Commissioners and are subject to change, provided 60 days' written notice is given in advance. The 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.

## **NON-PROFIT ORGANIZATIONS**

A 25% discount on the PARK 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 a discount. All other rates and fees will **not** have this discount.

## **PAYMENT PROCEDURES**

The KITSAP COUNTY PARKS DEPARTMENT intends to avoid post-event "accounts receivable." In most cases, full payment of PARK FACILITY rental and fee(s) will be due before the event occurs.

1. The payment schedule will be clearly shown in the USER AGREEMENT and will be as follows:
  - a. A deposit of 50% of the PARK FACILITY rental fee is due within 10 days after receipt of the signed USER AGREEMENT.
  - b. A second deposit of 50% of the PARK FACILITY rental fee is due 30 days before the event date.
  - c. For returning USERS 25% of the PARK FACILITY rental fee will be due with the INTENT TO RETURN FORM (due 30 days after the conclusion of the previous year's event), 25% due within 10 business days of the signing of the USER AGREEMENT, and the remaining 50% of the PARK FACILITY fee due 30 days before the event date.

## **EQUIPMENT RENTAL PAYMENTS**

Base rent does not include charges for additional equipment rentals acquired before or during the event. USER agrees to provide the KITSAP COUNTY PARKS DEPARTMENT with a completed EQUIPMENT RENTAL REQUEST FORM at least 45 days before the event. Completion of this form does not guarantee the availability of equipment; equipment is available on a first-come, first-served basis. The KITSAP COUNTY PARKS DEPARTMENT will notify the USER of any conflicts and provide alternative recommendations when possible. The USER will pay any additional charges as agreed between the USER and the KITSAP COUNTY PARKS DEPARTMENT within 10 working days following the event.

## **REFUND AND CANCELLATION POLICY**

### **CANCELLATIONS BY KITSAP COUNTY**

The KITSAP COUNTY PARKS DEPARTMENT will cancel and release the dates of PENDING events if payment and signed documents are not received within the 10 business days required to move the event to BOOKED or for reasons that would be most beneficial to the KITSAP COUNTY PARKS DEPARTMENT. In such cases, the KITSAP COUNTY PARKS DEPARTMENT will notify the USER as soon as possible.

In addition, the KITSAP COUNTY PARKS DEPARTMENT will have the right to terminate all or part of the USER AGREEMENT at any time, without liability on the part of the KITSAP COUNTY PARKS DEPARTMENT, upon 30 days' written notice; provided, however, the USER AGREEMENT may at any time be terminated without written notice when the PARKS FACILITY is required for public use because of unforeseen emergency. Please get in touch with your EVENT COORDINATOR if you have any questions or need clarification.

### **CANCELLATIONS BY THE USER**

1. Cancellations must be made in writing to the KITSAP COUNTY PARKS DEPARTMENT (Parksevents@kitsap.gov)
2. USERS may cancel their reservation at any time. Refunds are subject to the refund table below:

Cancellation Date	Fees Refunded
No Show	0%
0-8 Months Before the Event	0%

9 Months or More Before the Event	100%
--------------------------------------	------

3. If the event is canceled after payment is received, the payment amount will be refunded, minus the \$25 administrative fee per the table above.
4. Any additional charges or fees incurred during the event beyond the original estimated charges will be INVOICED after the event.
5. The specific due dates will be indicated in the USER AGREEMENT. Additional fees may include charges for electrical orders, accessories, labor, trash removal, extra cleaning, or damage.

## **LATE PAYMENT AND GOOD STANDING**

### **AFTER-EVENT INVOICING**

In cases where the USER is to be INVOICED after the event has taken place, payment must be made in full by the due date. Failure to pay by the due date will result in the USER losing GOOD STANDING, which will result in disqualification from having future events at KITSAP COUNTY PARKS DEPARTMENT.

### **DEFAULTS AND REMEDIES**

If the USER fails to abide by or violates the terms and conditions specified in this USER AGREEMENT, the KITSAP COUNTY PARKS DEPARTMENT may also:

1. Withhold use of the PARK FACILITIES.
2. Immediately terminate the USERS' use of the PARK FACILITIES. Upon receiving such notification, the USER will immediately vacate the PARK FACILITY. If the USER fails to leave and remove their property immediately, the KITSAP COUNTY PARKS DEPARTMENT may seek remedies for unlawful trespass.
3. Sue for damages.
4. Pursue any other remedies available under the law.

### **GOOD STANDING**

If a USER violates the terms of the signed USER AGREEMENT, the USER could lose their GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to bar future events for said individual(s) and/or organization for a set period or, in some cases, permanently. Determination of the loss of GOOD STANDING is at the sole discretion of the KITSAP COUNTY PARKS DEPARTMENT. Communication about the loss of GOOD STANDING will be sent to the USER by letter.

## **INVOICE DISPUTES**

It is expected that disputed INVOICES will be brought to the County's attention within 30 days of the INVOICE date. Such disputes will be investigated thoroughly and resolved as quickly as possible. However, only the disputed amount from a particular INVOICE may be withheld from payment. The 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.

## **4. EVENT REQUIREMENTS AND PERMITS**

### **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) per occurrence/two million dollars (\$2,000,000) aggregate, in a form satisfactory to the Risk Manager's Office of Kitsap County. Depending on the event type or hazardous nature, minimum limits may be increased, and the USER will provide a copy of the policy upon request of the 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 EVENT COORDINATOR with 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 before use of the PARK FACILITY. Failure to do so may result in the revocation of this permitted event.

1. If alcohol is to be served by the USER or others under the terms of this USER AGREEMENT, the USER'S insurance will include liquor liability and be stated on the certificate.
2. In the event of non-renewal, cancellation, or material change in the coverage provided, 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 only be diminished or rescinded by giving Kitsap County 30 days' written notice.

#### **INDEMNIFICATION**

USER hereby agrees to indemnify and 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 cost 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 FACILITIES 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 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 FACILITIES 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.

### **ALCOHOL PERMITS**

The consumption of alcoholic beverages is restricted to licensed events only and only during those times agreed upon. For safety reasons, alcohol consumption will not be permitted during event set-up and tear-down (ingress/egress) times. All alcohol consumption outside of licensed events, outside of agreed-upon times, and during event setup or teardown will be considered a policy violation and may cause a loss of GOOD STANDING, which can result in the immediate cancellation of an event in progress and may affect the USERS ability to book future events.

For the consumption and selling of alcohol during an event at the PARK FACILITY, the USER must complete the following:

1. For consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Banquet Permit is required. A copy of this permit must be supplied to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The USER will keep a copy of the permit with them during event hours in case of a request. . The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$200 fee for alcohol consumption in a PARK FACILITY.
2. For selling and consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Special Occasion Permit is required. A copy of this permit must be supplied to KITSAP COUNTY PARKS DEPARTMENT 45 (forty-five) days before the event. USER will keep a copy of said permit with them during event hours in case of request. The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$400 fee for selling and consumption of alcohol in a PARK FACILITY.
3. USER'S insurance will include liquor liability, as stated on the certificate.

## **FIRE PERMITS**

If your PARK FACILITY rental includes any of the following, a separate fire code permit may be required:

- Use of open flames or candles.
- Operate a place of assembly where the total number of attendees indoors exceeds 350, or 1000 outdoors.
- Display, operate, or demonstrate liquid or gas-fueled vehicles within any building.
- Operation of a mobile food preparation vehicle.
- Use of fireworks or pyrotechnic special effects.
- Use of erect tents, canopies, or membrane structures
  - Where any single tent or stage canopy exceeds 400 square feet
  - Where any tent or canopy or group of individual tents or canopies is placed less than 12 feet from one another, and other buildings exceed 700 square feet.
  - Where any air-supported membrane structure exceeds 400 square feet.

Please get in touch with your EVENT COORDINATOR for additional information.

Pricing is set by the Kitsap County Department of Community Development (DCD) and is subject to change without notice.

The USER agrees to provide the EVENT COORDINATOR with an event LAYOUT and all requested paperwork at least 45 days before the event. Specific LAYOUTS 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 LAYOUTS, must be kept clean and free from obstruction. Fire lanes in and around the PARK FACILITY must remain clear and unobstructed. The USER is responsible for advising VENDORS about Fire Regulations.

## **FIRE PERMIT APPLICATION PROCEDURES**

If a fire permit is required, the USER will be required to submit to the EVENT COORDINATOR the following, a minimum of 45 days before the event:

- LAYOUT
- EQUIPMENT RENTAL FORM
- FOOD VENDOR QUESTIONNAIRE
- Total estimated attendance
- List of air-filled membraned structures (ex, bounce houses)

- List of any motorized vehicles that will be placed inside as part of an event
- Electrical power needs

The information contained in these documents will be used to determine whether a fire permit is required for the event. The EVENT COORDINATOR will apply for the fire permit on the USER'S behalf. All decisions regarding the fire permit, including any additional requirements necessary to approve the permit, are at the sole discretion of DCD. The USER agrees to comply with all requirements and adjust as needed to remain in compliance and hold all VENDORS and third parties accountable.

Once DCD has reviewed the permit application, the EVENT COORDINATOR will email a copy of any concerns or the approved permit to the USER for review. The EVENT COORDINATOR will retain the "official copy" for use during the fire inspection. Fire inspections are typically one hour before the public enters the event. No member of the public will be allowed to enter the facility until the fire inspection is completed and signed by the Fire Marshal. All fees for the USER'S fire permit will be added to the USER'S INVOICE.

## **LAYOUTS**

USER must submit a parking LAYOUT, sanitation plan LAYOUT, and/or race LAYOUT to your EVENT COORDINATOR in writing, along with the FAIRGROUNDS and EVENT CENT EVENT REQUEST FORM for consideration of event approval. Failure to do so will result in cancellation of the booking request.

The USER must submit a LAYOUT in writing no later than 45 days before the event move-in date. Failure to do so may result in late fees and additional labor costs.

The Kitsap County Fire Marshal must pre-approve specific LAYOUTS before the event's start date. Ask your EVENT COORDINATOR if your event qualifies for this requirement.

Designated public walkways, inside or outside buildings, shall be maintained to a minimum of eight feet clear width. Any public walkway designated as an exit passage shall have a minimum of 10 feet clear width. The Fire Marshal may require additional width. No exhibit, booth, portion of an exhibit, booth, or any other obstruction shall extend into a designated walkway or emergency exit.

## **ELECTRICAL**

Unless otherwise specified, the electricity needs of the USER will be paid for by the USER at the current rates in effect. USER'S electrical requirements shall be submitted to the EVENT COORDINATOR 45 days before the event move-in date.

They may be subject to late fees if requirements are received after the specified due date. Multiple plugs, such as twin sockets and cube taps, are prohibited. Qualified people must perform all work and conform to applicable Kitsap County fire codes.

### **ELECTRICAL CORDS**

Extension cords and relocatable power strips supplied by and used by the USER shall be intended for heavy-duty use, with a minimum 16-gauge, polarized, grounded type, and a 3-prong plug. Using a non-grounded, multiple-plug, or extension cord with 16-gauge wire or less ("zip cord") is prohibited. Extension cords and 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 into a power strip. Any appliance or extension cord placed through a public access area must be protected by foot traffic cover. KITSAP COUNTY PARKS DEPARTMENT reserves the right to refuse electrical service due to safety concerns.

### **USE OF FLAME OR FLAMMABLE MATERIALS**

The USER agrees not to stage any act or performance involving fire, flames, or explosive devices without obtaining the prior written permission of the KITSAP COUNTY PARKS DEPARTMENT. USER further agrees that it will not use any decorative materials prohibited by any applicable law, policy, regulation, or similar flammable or combustible materials on or about the PARK FACILITY. USER may request copies of KITSAP COUNTY fire regulations by contacting the Kitsap County Fire Marshal's Office at 614 Division St, Port Orchard, Washington 98366.

Specific LAYOUTS 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 PARK 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.

### **LICENSES**

#### **LICENSES AND PERMITS**

Except for a fire permit, the USER is responsible for obtaining all other licenses, permits, and approvals from the appropriate regulatory boards and authorities that may be required for, but not limited to, staging the event.

USER 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.

### **COUNTY SERVICES**

Approval of a permit does not oblige or require the KITSAP COUNTY PARKS DEPARTMENT to provide services, equipment, or personnel in support of the event. It is the applicant's responsibility and associated expense to ensure the provision of adequate fire, event security, law enforcement, or medical services at the event if necessary.

Should the applicant want to engage services, equipment, or personnel provided by the County, including but not limited to law enforcement or inspections, such requests shall be delineated explicitly in the application and arranged directly with the office or department that would provide the services. Services may be rendered if such are reasonably available, and provisions are made to pay for the costs of such services. A deposit or other financial security shall be required based on estimated costs before permit issuance. The applicant and sponsor shall be jointly and severally liable for all costs and fees associated with the event.

### **VENDORS**

The USER must supply the KITSAP COUNTY PARKS DEPARTMENT by 45 days out from the event date. This will verify LAYOUT, equipment requests and permit use for electrical and fire County permits. All VENDORS at the USER'S liability must take adequate and necessary steps to protect the venue. The USER agrees to repair and replace damaged areas or equipment with the PARK FACILITY.

## **5. FACILITY USE RULES**

### **ADVERTISING AND SIGNAGE**

#### **ADVERTISING**

USER agrees to take full responsibility for promoting or advertising its event. The KITSAP COUNTY PARKS DEPARTMENT may promote an event at the KITSAP COUNTY PARKS DEPARTMENT'S sole discretion. Without USERS' written consent, the KITSAP COUNTY PARKS DEPARTMENT will not promote or adversely affect an event's advertising. USER agrees to provide a name and contact phone number to be printed in any publication when promoting through the KITSAP COUNTY PARKS

DEPARTMENT. USER agrees not to represent the KITSAP COUNTY PARKS DEPARTMENT in sponsoring their event without the written permission of the KITSAP COUNTY PARKS DEPARTMENT.

Signs, banners, and posters may only be attached to parts of the facilities' surfaces or any furnishings, rented equipment, or fixtures with prior approval from the EVENT COORDINATOR. The KITSAP COUNTY PARKS DEPARTMENT has specific approved areas and methods for hanging banners inside or outside the buildings and facilities.

### **COPYRIGHT PROTECTED MATERIAL**

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

The KITSAP COUNTY PARKS DEPARTMENT website contains valuable information about on-site services, room capacity, upcoming events, exhibitor and attendee information, rules, and regulations. Please provide event information to your EVENT COORDINATOR. KITSAP COUNTY PARKS DEPARTMENT reserves the right to post public events on the public events calendar. This is not a guarantee that your event will be listed.

### **PHOTOGRAPHY AND VIDEO**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to photograph, videotape, or record any event for its records, publicity, and promotional purposes. Your EVENT COORDINATOR will discuss whether your event has been chosen for these activities.

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

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

## **READER BOARDS**

Advertising reader board space is limited to use by the KITSAP COUNTY PARKS DEPARTMENT. For public events, the KITSAP COUNTY PARKS DEPARTMENT will make efforts to include information about the event.

## **CARE OF THE FACILITIES**

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

1. USER will not injure, mark, or deface PARK FACILITIES, including but not limited to placing nails, tacks, hooks, or screws into any part of facilities or tree/shrub or other plant life; or adhering 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 PARK FACILITIES without the KITSAP COUNTY PARKS DEPARTMENT written approval; this includes the floor. No duct or masking tape is allowed; only use gaffing or blue painter's tape to adhere to the floor.
2. In the event of damage or alteration to the PARK FACILITIES or equipment, the USER agrees to pay the KITSAP COUNTY PARKS DEPARTMENT to fully restore the PARK FACILITY or equipment, repair the damage, or replace altered or damaged portions, all at USER'S cost and expense.
3. The USER is responsible for erecting any particular apparatus, scaffolding, rigging, or building structures. Still, to ensure the safety of performers and the public, such apparatus must be installed according to the specifications and requirements of the Kitsap County building inspector. Before installation, the 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 DEPARTMENT.
4. KITSAP COUNTY PARKS DEPARTMENT is a safe workplace, and all VENDORS, concessionaires, and contractors shall comply with State and Federal regulations.
5. USERS' contractors are responsible for all safety aspects concerning any work they perform or contract to be done. All work is to be performed to avoid the risk of bodily injury or damage to property. The USER is responsible

for monitoring and making necessary corrections to the work procedures to minimize risks and damage.

6. The USER is responsible for ensuring each contractor/worker on-site furnishes appropriate safety equipment, has trained personnel, and enforces such equipment protocols.

## **DECORATING**

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

## **DELIVERIES**

The KITSAP COUNTY PARKS DEPARTMENT does not accept freight deliveries or smaller parcels from couriers such as USPS, UPS, FedEx, or others, as storage facilities are not available.

## **DISPLAYS/ EXHIBITS**

All exhibits and displays shall be transported in and out of the PARK FACILITY during designated move-in and move-out times listed on the USER AGREEMENT. Other public spaces at the PARK FACILITY, including doors, windows, fire hose cabinets, first aid stations, pull stations, fire extinguishers, fire strobe lights, fire alarm speakers, and house lighting, may not be obstructed by exhibits, VENDORS, or closed access to the public.

- Attachments may not be covered or obstructed. (See "FIRE REGULATIONS.")
- Unprotected and unsecured open flames are not permitted in buildings. If you need clarification on any exhibit's safety or legal compliance, contact your EVENT COORDINATOR.

## **FOOD AND BEVERAGE GUIDELINES**

### **CATERING**

Private events may bring in a caterer of their choice. Limited kitchen facilities are available.

For cooking and prepping food, open flames are prohibited inside any PARK FACILITY. Electric appliances are acceptable. If cooking outside the PARK FACILITY, open flame appliances must be positioned at least 20 feet from the PARK FACILITY. If such parties wish to have alcohol served, the server MUST be certified by the Washington State Liquor and Cannabis Board. USER will be required to present a

copy of this license and proof of insurance to the KITSAP COUNTY PARKS DEPARTMENT before the event.

### **RECYCLING**

Per RCW 70.93.093, all USERS who have VENDORS selling beverages in single-use aluminum, glass, or plastic bottles or in cans are required to participate in a recycling program. The KITSAP COUNTY PARKS DEPARTMENT will provide recycling stations where applicable. USERS will need to monitor and ensure participation. The USER will also be required to ensure that there is no cross-contamination (i.e., trash in the recycling bin or recycling in the trash bin). It is the USER'S responsibility to move items to the proper bins if they are placed in the wrong ones. Failure to do so will incur additional labor costs (\$100 per hour per PARK STAFF). USER and VENDOR are solely responsible for the proper disposal of collected recycling. In most cases, this will mean that the USER and/or VENDOR will need to remove items from recycling.

### **KEYS AND ACCESS CODES**

Depending on the event and the PARK FACILITY being rented, keys and/or key cards, as well as gate codes, may be checked out to the USER. All keys and key cards given must be returned immediately after the event's end date. Lost keys, locks, and/or key cards are charged at \$100 per item.

### **LOST AND FOUND**

The KITSAP COUNTY PARKS DEPARTMENT will have the right to collect and have custody of articles left by people attending any performance, exhibition, or activity given or held at the PARK FACILITY. USER or anyone in USER'S employ will not collect or interfere with the KITSAP COUNTY PARKS DEPARTMENT collection or custody of such articles. Articles found will be in the KITSAP COUNTY PARKS DEPARTMENT's possession for 30 days after an event. All unclaimed articles will be disposed of according to law.

### **OCCUPANCY INTERRUPTIONS**

If the PARK FACILITY or any part of the PARK FACILITY is destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrences such as strikes, labor disputes, or acts of military authorities occur, the USER'S event will be canceled at once. The KITSAP COUNTY PARKS DEPARTMENT will not, in any case, be held liable or responsible to the USER for any damage caused by said cancellations, and the KITSAP COUNTY PARKS DEPARTMENT will be relieved of any further liability. The USER will not claim compensation or damages against the

KITSAP COUNTY PARKS DEPARTMENT. Any rental funds covering the cancelled portion of the USER'S event, for the reasons mentioned above, will be refunded to the USER.

## **ON-SET PRESENCE REQUIREMENTS**

### **EVENT COORDINATOR ROLE**

Your EVENT COORDINATOR will assist you in selecting a PARK FACILITY, issuing the USER AGREEMENT, and managing any addendums or special attachments as needed. They will work with you to ensure you fully understand the USER AGREEMENT and answer any contractual questions you may have.

The EVENT COORDINATOR, or designee, will follow up with you after your event is completed to ensure its success and discuss any questions you may have about that specific event. They will also assist with booking future events. THE EVENT COORDINATOR will also help organize the PARK STAFF and services available throughout the County to ensure your event requirements are fully met. EVENT COORDINATOR is your primary contact once the USER AGREEMENT has been signed.

### **ON-SITE PRESENCE**

1. The USER or their authorized representative(s) are required to be always present at the PARK FACILITY during the following phases:
  - a. Event setup (move-in)
  - b. Event execution
  - c. Event teardown (move-out)
  - d. All inspections
2. Arrival and Departure Responsibilities: USER or authorized representative(s) must adhere to the "first to arrive, last to leave" principle, ensuring their presence before other personnel or VENDORS arrive for setup and remain on-site until all VENDORS have completed their teardown activities.
3. Security and VENDOR Oversight: The USER or their authorized representative(s) ensure site security, oversee VENDOR activities, and maintain a safe and organized environment throughout all event phases.
4. VENDOR Assistance Protocol: VENDORS requiring assistance or direction must seek support from the USER or their authorized representative(s). The USER or authorized representative(s) will contact the designated EVENT COORDINATOR as needed.
5. Event Communication: Upon receiving VENDOR assistance requests, the USER or authorized representative(s) will contact the designated EVENT

COORDINATOR. The EVENT COORDINATOR will then direct the efforts of the PARKS STAFF.

### **SUPERVISION**

The USER must provide adequate supervision. Misuse of the PARK FACILITY or failure to conform to the regulations will be sufficient reason to deny and/or cancel any current or future reservations.

### **PERFORMERS**

The USER guarantees the appearance of any named performers advertised to appear at the event as specified. In the event an advertised performer cancels, the USER must place signs indicating outside the PARK FACILITY entrances and must make an official announcement before the start of the program. The USER must offer a bona fide 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 Department. The USER will pay all refunds and expenses of refund arrangements.

### **POST EVENT CLEAN UP**

USERS are responsible for cleaning the PARK FACILITY, including placing all garbage in the designated bins. If the designated bins are full, the USER is responsible for packing all additional trash out.

### **PROHIBITED ACTIONS**

#### **BALLOONS, CONFETTI, AND GLITTER**

No "lighter than air" (helium or metallic) balloons, confetti, or glitter are permitted in the PARK FACILITY and use of such will result in additional charges.

#### **DRUGS**

As per Kitsap County Code 10.12.160, it is unlawful to bring into, possess, or consume in any PARK FACILITY any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if ingested, injected into, breathed, or otherwise administered to a human being or animal.

#### **INFLATABLE STRUCTURES**

Please discuss this with your EVENT COORDINATOR. Additional insurance may be required if approved.

## **SMOKING OR VAPING**

The KITSAP COUNTY PARKS DEPARTMENT does not allow smoking or vaping in buildings and structures. Smoking or vaping is permitted outside buildings; however, to ensure that smoke does not enter buildings, smoking must occur at a minimum reasonable distance of 25 feet from entrances, exits, windows, and air intakes.

## **USE PERIOD AND TIME SCHEDULE**

The USER will move in, use, and occupy the PARK FACILITY following the dates and times indicated on the SCHEDULE CALENDAR. The USER will not extend the time for the occupancy or use of the PARK FACILITY for the installation or removal of equipment without the express written permission of the KITSAP COUNTY PARKS DEPARTMENT. Additional time will be charged at published rates. The USER expressly agrees that they will be liable for any damage or loss to any third party due to the USER occupying the PARK FACILITY beyond its move-out time. USER will pay and indemnify KITSAP COUNTY PARKS DEPARTMENT against any such loss, claim, or expenses by a third party so injured or in the event of any third party filing such a claim. USER may not trade or sublease their approved dates without prior permission from the KITSAP COUNTY PARKS DEPARTMENT. PARK FACILITY accepted bookings will be charged to the USER, whether used or not. Schedule changes need to be made in writing.

## **6. FAIRGROUNDS SPECIFIC RULES**

### **ATM'S**

The KITSAP COUNTY PARKS DEPARTMENT has ATMs on the grounds in various locations that are available for use. Occasional technical or maintenance issues can arise, and ATMs are designed to notify the servicing company automatically. Ask your EVENT COORDINATOR about locations related to your event.

### **CAMPING/RV PARKING**

Camping is allowed year-round at the PARK FACILITY in designated areas during an event only. RV parking is limited to dry camping only. See the schedule of fees for more information. Reservations for RVs are the responsibility of the USER. Space is limited. Additional security may be required, and the KITSAP COUNTY PARKS DEPARTMENT must have contact information for said security.

## **DELIVERIES TO THE EVENT CENTER**

KITSAP COUNTY PARKS DEPARTMENT will only accept freight deliveries during designated and agreed-upon times, as storage facilities are unavailable. The USER must receive freight deliveries expected during your event, with storage and unloading pre-arranged with the EVENT COORDINATOR. As a courtesy, KITSAP COUNTY PARKS DEPARTMENT will receive smaller parcels (no Cash On Deliveries) from couriers such as USPS, UPS, Federal Express, or others. The KITSAP COUNTY PARKS DEPARTMENT will not be responsible for loss, theft, or damage when or after receiving them. It is the USER'S responsibility to obtain such parcels promptly.

## **FORKLIFT SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT may provide a forklift service. Contact your EVENT COORDINATOR for more details. Equipment rental fees are listed on the EQUIPMENT RENTAL FORM.

## **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 the USER for failure to remove excessive trash, pallets, and other materials after the event.

Your EVENT COORDINATOR will be able to advise you in detail. The KITSAP COUNTY PARKS DEPARTMENT is committed to sustainability. It provides recycling areas within the exhibit halls for all exhibitors to use. In addition, there are specialized recycling containers with designated labels throughout the PARK FACILITY to meet your event waste needs. We encourage you to recycle!

## **INTERNET AND WI-FI**

Non-secure, free Wi-Fi may be available in some park facilities, but it is limited in availability. This service is complimentary and subject to availability.

## **MOVE IN/MOVE OUT**

Move in is defined as the day the USER takes possession of the PARK FACILITY and begins to bring in, and in most cases, leave at the PARK FACILITY the USER'S property for their event. Move out is defined as the last day the USER will possess the property and is the day when all of the USERS property is to be removed from the PARK FACILITY. USER must schedule and pay for move in and move out days and times when booking an event. Exceptions must be pre-approved by your EVENT

COORDINATOR. Move in/move out times that extend into the evening may be subject to an additional labor fee.

When many exhibitors move in, additional restrooms may be required at the USER'S expense.

The USER and exhibitors shall remove all signage and exhibit materials by their contracted move out time. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for any items left beyond the contracted move out time. In the event that an excessive amount of debris left after the event, there will be a charge for the removal at the KITSAP COUNTY PARKS DEPARTMENT 'S discretion.

### **SOUND SYSTEM**

The in-house sound system in some KITSAP COUNTY PARKS DEPARTMENT facilities may require supplemental sound equipment, depending on your event's production requirements. No outdoor paging system is available. For detailed information about your event needs, please contact your EVENT COORDINATOR.

## **7. SAFETY AND SECURITY**

### **CROWD SAFETY ACCESS**

The USER agrees to sell tickets for and admit only the number of people specified in the negotiation of the USER AGREEMENT. The USER will ensure that attendees can safely and freely move about the PARK FACILITY at all times. USER will not permit chairs or obstacles in the passageways or emergency exits of the PARK FACILITY and will keep clear all sidewalks, grounds, entries, passages, vestibules, and abutting streets and ways of access to the PARK FACILITY. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to require the doors to the public seating areas to be opened at a specified time before the event. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to cancel an event at any time, in its sole discretion, should it become unsafe or pose a threat to public safety.

### **EMERGENCY AND VANDALISM**

The USER will call 911 during an emergency.

1. Once 911 is called, the USER will notify the KITSAP COUNTY PARKS DEPARTMENT.
  - a. If the emergency occurs during work hours (Monday – Thursday, 8:30 am - 5:00 pm and Friday, 8:30 am – 2:30 pm), the USER will contact

the main number for the KITSAP COUNTY PARKS DEPARTMENT: 360-337-5350.

- b. If the emergency occurs after hours during the evening or weekend, the USER will call the main number for the KITSAP COUNTY PARKS DEPARTMENT and leave a voicemail: 360-337-5350
2. USER representatives must be on-site during field rental periods to ensure parking areas are always clear for emergency vehicle access.
3. If vandalism is sighted, the USER will inform the KITSAP COUNTY PARKS DEPARTMENT at the phone number above.

### **FIRST AID**

The USER is responsible for providing First Aid Equipment and Supplies. Some significant events may require dedicated on-site First Aid personnel. In an emergency, the USER is encouraged to call 911 if needed. Please get in touch with your EVENT COORDINATOR for more information.

### **SECURITY AND POLICE**

USER may be required to hire a specified number of security personnel as outlined by your EVENT COORDINATOR and alcohol provider, who shall be provided by an approved security contractor at the contractor's established rate. Please get in touch with your EVENT COORDINATOR for detailed information regarding the above requirement or if your event requires specialized security. No designation or approval of personnel by the KITSAP COUNTY PARKS DEPARTMENT will relieve the USER of any obligations hereunder. The USER further agrees to hire the minimum-security personnel deemed necessary by the Kitsap County Sheriff to ensure the safety of invitees to the event and the PARK FACILITY. Security must be the last to leave the PARK FACILITY.

## **8. FACILITY CONDITIONS AND CLOSURES**

### **JANITORIAL SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT does not provide PARK STAFF for Special Events in parks. The USER may request support from PARK STAFF, but it is based on PARK STAFF'S availability and will require an additional charge. The USER will submit a complete and detailed outline of the equipment required, including a LAYOUT and other information necessary for the EVENT. This information must be available to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. Restroom maintenance and general trash removal are included in the basic

rental costs. However, additional housekeeping costs may be incurred depending on the nature of the event. The EVENT COORDINATOR will be able to assist in identifying areas that have potential cost implications.

### **MOTORIZED VEHICLES**

All motorized vehicles owned by the KITSAP COUNTY PARKS DEPARTMENT are to be operated only by authorized KITSAP COUNTY PARKS DEPARTMENT personnel.

The USER is responsible for requesting specialized motorized vehicle access from the EVENT COORDINATOR at the PARK FACILITY. This includes, but is not limited to, driving motorized vehicles on grassy areas. These requests will be reviewed and permitted by the KITSAP COUNTY PARKS DEPARTMENT. Only authorized vehicles will be allowed specialized access to the PARK FACILITY, and access is subject to change based on the weather. The KITSAP COUNTY PARKS DEPARTMENT will flag and mark any hazards that should be avoided. The USER will be responsible for any damage caused to marked hazards.

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

### **RESTROOMS**

The KITSAP COUNTY PARKS DEPARTMENT will place sanicans at certain PARK FACILITIES that do not have a public restroom from April 1 through October 1 each year. The KITSAP COUNTY PARKS DEPARTMENT may provide sanicans outside this time frame, depending on what has been agreed to in the USER AGREEMENT. Please consult your EVENT COORDINATOR for more information.

Adequate and accessible restroom facilities are often limited or unavailable at event sites. In these cases, the USER must supply portable restrooms. Portable restrooms and hand-washing facilities are available from commercial VENDORS. The requirement for providing toilets is one for every 100 people.

### **ROAD CLOSURES**

Where an event proposes a road closure, the USER shall consult with Kitsap County Public Works, and the County Engineer may authorize a road closure as part of the approval of the SPECIAL PARK EVENT PERMIT. The County Engineer shall follow the Public Works Road Closure Policy procedures to issue the closure authorization.

## **ROOM CAPACITIES**

Room capacities vary widely depending on the event's specific functional requirements, including seating arrangements, staging, dance floor, food/beverage service needs, audiovisual setup, etc. It is necessary to discuss your proposed event function details with your EVENT COORDINATOR to ensure safe and appropriate space allocation.

## **STORAGE**

The USER must notify the KITSAP COUNTY PARKS DEPARTMENT if they intend to deliver property to the PARK FACILITY before an event. If such deliveries become necessary, it is the USER'S full responsibility to provide storage for the property. The USER must have adequate insurance for such property, which will be delivered up to three days before the event's opening. The KITSAP COUNTY PARKS DEPARTMENT, its officers, agents, or employees will not be liable for any loss, damage, or injury to the USER'S property while on the PARK FACILITY.

## **WATER**

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

## **9. DAMAGES, CONDUCT AND ENFORCEMENT**

### **ANIMALS**

Animals must be kept on a leash and under the owner's control at all times. Animals are not allowed in restrooms or children's play areas; all pet waste must be appropriately disposed of.

Except for service animals or permitted animal events, animals are not allowed in PARK FACILITIES. The Americans with Disabilities Act (ADA) defines a service animal as "any guide dog, signal dog, or other animal individually trained to assist 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. People with animals on the grounds must take every precaution to ensure the safety of all attendees.

## **COMPLIANCE WITH LAWS**

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

The USER will comply with all applicable provisions of the ADA 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 AGREEMENT.

**AMERICANS WITH DISABILITIES ACT** KITSAP COUNTY PARKS DEPARTMENT supports compliance with the ADA. Some events may consider adding additional accessible restrooms. Handicap-accessible parking spaces or places will be marked and must be observed by all attendees. For specifics, please get in touch with the EVENT COORDINATOR.

## **CONDUCT OF PERSONS**

The USER will be solely responsible for the orderly conduct of all people using the PARK FACILITY by its invitation, either expressed or implied. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to eject or cause any person to be expelled from the PARK FACILITY due to unlawful conduct and/or trespass on the property. At the discretion of the Kitsap County Sheriff, the KITSAP COUNTY PARKS DEPARTMENT will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of the USER.

KITSAP COUNTY PARKS DEPARTMENT also reserves the right to deny future event bookings for a USER for any reason, including but not limited to public safety concerns, loss of GOOD STANDING, repeated violations of the terms or articles of the USER AGREEMENT, or situations where law enforcement is called to the scene to keep the peace.

## **CONTROL OF FACILITY**

The entrances and exits of the PARK FACILITY will be locked and unlocked at such times as may be required for the USERS' use. The USER must always place proper personnel at all entrances and exits when they are unlocked at their own expense.

The KITSAP COUNTY PARKS DEPARTMENT and all duly authorized representatives of the KITSAP COUNTY PARKS DEPARTMENT will have the right to enter the PARK FACILITY at all times.

## **DAMAGES**

The USER is responsible for all damage to the PARK FACILITY, equipment, and property that occurred during their rental. This includes any damage to the PARK FACILITY through the negligence or intentional conduct of the USER, its members, participants, guests, or attendees.

The USER will reimburse the KITSAP COUNTY PARKS DEPARTMENT for any loss or damage to property caused by such use within 30 days of the billing date.

Also, the USER will be charged accordingly if additional services are required after an activity above routine maintenance.

The KITSAP COUNTY PARKS DEPARTMENT has the right to revoke any rental agreements issued due to a USER causing damage to a PARK FACILITY due to misuse or inappropriate behavior or activities.

## **ENTERTAINMENT MORALS**

No performance, exhibition, or entertainment will be given or held on the PARK FACILITY deemed illegal or contravening the KITSAP COUNTY PARKS DEPARTMENT policy of providing family entertainment events at its public facilities. The KITSAP COUNTY PARKS DEPARTMENT expressly reserves the right to refuse the use of a PARK FACILITY to any party proposing to conduct, promote, or sponsor an event inconsistent with this policy.

## **FLOOR CARE**

The floors of most of the PARK FACILITY range from sealed concrete, tile, or carpet. Precautions must be carried out by the USER and exhibitors to protect all floor surfaces:

1. Vehicles parked in buildings must have a drip pan placed underneath them, have ¼ tank of gas or less, and have the battery disconnected.
2. All exhibits and displays using bark dust or paving stones must have plastic sheeting between the floor and display, regardless of floor type.
3. High-tack floor markings or carpet tape may leave a residue that will incur extra cleaning charges. If tape is required, low-tack tape must be used.
4. Chewing gum left on the floor may incur extra cleaning charges, regardless of floor type.

5. If floors are wet, please advise the EVENT COORDINATOR immediately. Please stay in the area until someone responds with instructions for cleanup. KITSAP COUNTY PARKS DEPARTMENT will provide wet floor signage.

## **POST EVENT CLEAN UP**

No equipment, pallets, or waste materials may be left beyond the USER AGREEMENT timeframe, or charges may be incurred and charged to the USER at the sole discretion of KITSAP COUNTY PARKS DEPARTMENT. Any damage, PARK FACILITY charges, excessive clean-up, or other costs incurred by the display, decoration, or labor contractor are the USER'S full responsibility. Please ensure your decorator reviews the above-mentioned rules and regulations to eliminate additional charges.

## **SOLICITING AND PROTESTING**

It is unlawful for any person to solicit alms or contributions for any purpose, whether public or private, or to expose or offer for sale any article or thing, nor shall any person station or place any stand, cart, or vehicle for transportation, sale or display of any such article or thing, except a licensed concessionaire acting by and under the authority of the KITSAP COUNTY PARKS DEPARTMENT Director.

# **10. APPENDICES**

## **RATES AND FEES**

Locations are subject to review and approval by the KITSAP COUNTY PARKS DEPARTMENT. Qualified non-profit organizations will receive a 25% discount on Fairground and Event Center facility rental fees.

Please note: For commercial purposes, the use of the community building or shelter will incur additional charges, including rental fees for those buildings or shelters.

Also note: Those wishing to offer camps or other commercial programs in the parks not mentioned below should contact the EVENT COORDINATOR to determine the proper type of contract and pricing.

### KITSAP PAVILION FEE

ENTIRE FACILITY 48,000 sq. ft. (150' x 320') (Includes Adjacent Conference Room (616 sq. ft. [28' x 22']))	\$3,000/day
ADJACENT CONFERENCE ROOM ONLY 616 sq. ft. (28' x 22')	\$600/day \$50/hour
MOVE-IN/OUT DAY FOR ALL EVENTS (Limited lighting only, no heat)	\$800/day

### PRESIDENTS' HALL FEE

ENTIRE FACILITY 19,000 sq. ft. (190' x 100') Main Floor (Includes Kitchen Room (616 sq. ft. [28' x 22']))	\$1,300/day
MOVE-IN/OUT DAY FOR ALL EVENTS (Limited lighting only, no heat)	\$400/day

### VAN ZEE FEE

ENTIRE FACILITY 6,886 sq. ft (50' x 145')	\$600/day (Friday – Sunday) \$50/hour (Monday - Thursday), 3 hours minimum

### BARN FEES

Sheep Barn	\$200/day or \$25/hour
Cat Barn	\$150/day

Dog Barn	\$150/day
Goat Barn	\$150/day
E-Barn	\$150/day
Rabbit Barn	\$150/day
Pet Me Farm	\$150/day
Swine Barn	\$150/day
Blackler Barn	\$150/day
L Barn	\$150/day

### OPEN SPACE FEES

Presidents' Hall Lawn	\$350/day
Concert Park Field	\$550/day
Lower Bowl -Boand side	\$1000/day
Eagles Nest Upper Parking Lot	\$150/day
Pavilion South Parking Lot	\$250/day
Pavilion North Parking Lot	\$265/day
Pavilion East Parking Lot	\$950/day
Eagles Nest Lower Area	\$1225/day
Goat and Sheep Arena	\$75/day
Fairgrounds Picnic Shelter (Support Use only)	\$80/day
Fairgrounds Log Picnic Shelter (support Use only)	\$120/day
Fairgrounds Closure Surcharge*	\$5,000/day
<p>*= The fee is for the permitted closure of Fairgrounds Road NW, Nels Nelson, and/or Tibardis Rd, which eliminates our ability to rent other buildings or areas. The fee for the closure permit is through Public Works at the rate they charge.</p>	

## **EQUIPMENT RATES AND FEES**

1. Requests are first-come, first-served.
2. Equipment rental requests must be submitted 45 days before the event.
3. KITSAP COUNTY PARKS DEPARTMENT PARK STAFF will provide the set-up and take-down for all equipment rentals.

### **BLEACHER FEES**

24 Seating Capacity	\$50/each
260 Seating Capacity. Does not include equipment operator fee.	\$250/each

### **CHAIR FEES**

Upholstered Inside Use Only – Blue, Red, and Grey	\$2/each
White Wooden Folding Chairs	\$2/each
White Resin Folding Chairs	\$2/each

### **TABLE FEES**

6' Banquet	\$8/ each
8' Banquet	\$8/ each
48' Round	\$8/ each
60' Round	\$8/ each

### ELECTRICAL FEES

ELECTRICAL FEES	
Spider Box and Junction Boxes	\$100/ each

### BOOTH – PIPE AND DRAPE FEES

BOOTH – PIPE AND DRAPE FEES	
10 x 10 Booth	\$30
10 x 20 Booth	\$50
Pipe and Drape wall	\$2.50/linear foot

### FENCING FEES

FENCING FEES	
Metal Fence Panels	\$10 per panel

### EQUIPMENT OPERATOR FEE

EQUIPMENT OPERATOR FEE	
Staff and Equipment Operator (Backhoe, Forklift, SkyTrac, Dump Truck, Water Truck, Grader, Truck w/ Lift, Truck w/Hitch)	\$100/ hour (2- hour minimum)

### ATHLETIC CLOCK FEES

ATHLETIC CLOCK FEES	
Scoreboard	\$25/event
Wrestling Clocks	\$25/clock per event

## STAGING FEES

STAGING FEES	
2' Staging	\$25/panel

## STALLS AND PEN FEES

STALLS AND PEN FEES	
Stall/Pen	\$12/stall plus forklift rate

## TICKET BOOTH FEE

TICKET BOOTH FEE	
Ticket Booth – Portable.	\$40/day

## MISCELLANEOUS FEES

MISCELLANEOUS FEES	
Admin Fee	\$25
Floor Plan: Failure to provide a floor plan 45 (forty-five) days before move-in or changes made after the floor plan is 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)	\$60/ hour
Overtime: If the event fails to be offsite after the agreed-upon time outlined in the USER AGREEMENT	\$100/ 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/key
Damage Fee: This <b>does not</b> constitute a sale of the item to the USER.	100% of the repair or replacement
Storage Fee	\$200/day

**OVERNIGHT CAMPING FEES**

RV Space Rental 1-25 units	\$35 per unit per event
RV Space Rental 26-50 units	\$875 per event Flat fee
RV Space Rental 51+ units	\$1750 per event Flat Fee

# PICNIC SHELTER POLICIES

---

## 1. OVERVIEW AND DEFINITIONS

### **PURPOSE**

The Picnic Shelter Rental Policies establish clear guidelines for reserving and using KITSAP COUNTY PARKS DEPARTMENT picnic shelters. These policies are intended to:

- Provide fair and consistent access to shelters for individuals, families, community groups, and organizations.
- Ensure that facilities are used safely, respectfully, and in a manner that supports a positive park experience for all visitors.
- Protect public property through clear expectations for care, cleanliness, and appropriate use.
- Outline straightforward procedures for booking, payment, cancellations, and required permits.
- Support effective coordination between renters and the KITSAP COUNTY PARKS DEPARTMENT to ensure successful events.

By following these policies, all renters help maintain the quality of facilities, promote community enjoyment of park spaces, and preserve public resources for future use.

### **DEFINITIONS**

**BOOKED:** The finalized status of a reservation once the USER has submitted a signed USER AGREEMENT and payment has been received and processed.

**EVENT COORDINATOR:** Designated personnel from the KITSAP COUNTY PARKS DEPARTMENT assigned to assist USERS in coordinating special park events, including booking, compliance, and follow-up.

**GOOD STANDING:** A status indicating a USER has complied with all event terms, including timely payments, proper conduct, no significant damages, and adherence to applicable policies.

**INVOICE:** A billing document issued to the USER by the KITSAP COUNTY PARKS DEPARTMENT that details rental fees and any additional costs associated with the use of the PARK FACILITY.

**KITSAP COUNTY PARKS DEPARTMENT:** The County department responsible for the management, scheduling, and maintenance of PARK FACILITIES and athletic fields.

**PARK FACILITY:** Any park structure, space, or venue managed by the KITSAP COUNTY PARKS DEPARTMENT that may be reserved, rented, or otherwise used for organized events.

**PARK STAFF:** Designated personnel responsible for the upkeep, cleanliness, safety, and overall appearance of public parks and recreational facilities.

**PENDING:** A temporary status applied to an event request once the PICNIC SHELTER EVENT REQUEST FORM has been submitted and is under review, but before the USER AGREEMENT is signed and the deposit is paid.

**PICNIC SHELTER EVENT REQUEST FORM:** The application submitted by a USER to request a picnic shelter reservation. This form includes details such as event type, attendance, and support needs.

**SCHEDULING CALENDAR:** The internal calendar maintained by the KITSAP COUNTY PARKS DEPARTMENT reflecting all PENDING or BOOKED events.

**SPECIAL PARK EVENT PERMIT:** An authorization required for events that may have a significant impact on public spaces, resources, or services.

**USER:** Any individual (age 18+), non-profit organization, business, or other group who books, reserves, or otherwise uses a Kitsap County PARK FACILITY for a special event.

**USER AGREEMENT:** A contract issued by the KITSAP COUNTY PARKS DEPARTMENT outlining the terms and conditions of use for a particular event or reservation.

**VENDOR:** A person or business contracted or permitted by the USER to provide goods or services during a special event. This includes food vendors, equipment providers, and service personnel.

## **2. RESERVATIONS AND SCHEDULING**

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

### **ELIGIBILITY TO BOOK**

- Non-profit organizations
- Businesses
- Organizations
- Individuals (18 years of age and older)

Each of the foregoing is a USER for this document.

### **DROP-IN AVAILABILITY**

Anyone may use a Picnic Shelter facility that is not in use or scheduled for use on a drop-in basis (i.e. no reservation or payment required).

### **BOOKING PROCEDURES**

1. Review the policies carefully for information and requirements about your picnic shelter request.
2. Reservations can be made no earlier than one year in advance and no later than 14 days in advance.
3. All PICNIC SHELTER EVENT REQUEST FORM submitted will be evaluated on a first-come, first-served basis.
4. Each USER must complete a PICNIC SHELTER EVENT REQUEST FORM.
5. Once the PICNIC SHELTER EVENT REQUEST FORM has been received and processed by PARK STAFF, a USER AGREEMENT and INVOICE will be provided to the USER; the USER will have 10 business days to return the signed USER AGREEMENT and 50% of the total amount due.
6. Picnic Shelter use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

### **RESERVATION STATUSES**

#### **PENDING**

When a USER has committed to a date and has requested a booking by completing the PICNIC SHELTER EVENT REQUEST FORM online or by paper form, the EVENT COORDINATOR will review this form. If approved, the USER AGREEMENT will be drafted and provided to the USER. When the USER AGREEMENT is being processed or is in transit, the said event will be considered PENDING. Still, it will be treated the

same as BOOKED events for the SCHEDULING CALENDAR. USER AGREEMENT and payments not received by the due date may result in cancellation of the reservation.

### **BOOKED**

An event is considered BOOKED when a USER, following a discussion with an EVENT COORDINATOR, commits and agrees to a PARK FACILITY and signs the USER AGREEMENT, coupled with their full payment. A USER must sign the USER AGREEMENT and then return the signed USER AGREEMENT with payments within 10 business days.

Failure of the USER to follow such procedures may result in cancellation of the USER AGREEMENT, a refund based on the schedule detailed in the Cancellation by User section, and release of the event date.

### **PENDING CHALLENGE**

If a USER wishes to reserve a date that is currently in PENDING status by another USER, they may submit a challenge for that date on the SCHEDULING CALENDAR. The USER holding the PENDING reservation will be contacted and given no more than two business days to either confirm their reservation by completing the booking process or releasing the date. When the date is released, the challenging USER must be prepared to finalize their booking immediately.

### **MODIFYING RESERVATION**

USERS may request changes to an existing USER AGREEMENT. Based on availability, additional facilities may be added, and other modifications may be approved at the discretion of the KITSAP COUNTY PARKS DEPARTMENT. All changes must be confirmed in writing and may require updated fees.

## **3. PAYMENTS AND CANCELLATIONS**

### **ACCEPTABLE PAYMENT FORMS**

The KITSAP COUNTY PARKS DEPARTMENT accepts credit cards and personal checks. Cash will not be accepted. Online payments are accepted through the KITSAP COUNTY PARKS DEPARTMENT website. All credit and debit card payments are subject to a transaction fee. The USER is responsible for all credit/debit card fees. Checks can be sent via mail or delivered directly to the Parks Office.

## **DEPOSITS AND PAYMENTS**

Deposits and payments vary, as indicated in the Payment Procedures section, and depend on the type of activity.

## **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. The 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.

## **NON-PROFIT ORGANIZATIONS**

A 25% discount on the PARK 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 a discount. All other rates and fees will NOT have this discount.

## **PAYMENT PROCEDURES**

The KITSAP COUNTY PARKS DEPARTMENT intends to avoid post-event "accounts receivable." In most cases, full payment of the fee(s) will be due before the event occurs.

1. The payment schedule will be clearly shown in the USER AGREEMENT and will be as follows:
  - a. A payment of 100% of the fee and the \$25 administrative fee is due within 10 days after receiving the signed USER AGREEMENT.

## **REFUND AND CANCELLATION POLICY**

### **CANCELLATIONS BY KITSAP COUNTY**

The KITSAP COUNTY PARKS DEPARTMENT will cancel and release the dates of PENDING events if payment and signed documents are not received within the 10 business days required to move the event to BOOKED or for reasons that would be most beneficial to the KITSAP COUNTY PARKS DEPARTMENT. In such cases, the KITSAP COUNTY PARKS DEPARTMENT will notify the USER as soon as possible. In addition, the KITSAP COUNTY PARKS DEPARTMENT will have the right to terminate all or part of the USER AGREEMENT at any time, without liability on the part of the KITSAP COUNTY PARKS DEPARTMENT, upon 30 days' written notice; provided, however, the USER AGREEMENT may at any time be terminated without written

notice when the PARKS FACILITY is required for public use because of unforeseen emergency. Please get in touch with your EVENT COORDINATOR if you have any questions or need clarification.

### **CANCELLATIONS BY THE USER**

1. Cancellations must be made in writing to the KITSAP COUNTY PARKS DEPARTMENT (Parksevents@kitsap.gov)
2. USERS may cancel their reservation at any time. Refunds are subject to the refund table below:

Cancellation Date	Fees Refunded
No Show	0%
0-7 Days Before Event	0%
8-14 Days Before Event	50%
15 Days or More Before Event	100%

3. If the event is canceled after payment is received, the payment amount will be refunded, minus the \$25 administrative fee per the table above.
4. Any additional charges or fees incurred during the event beyond the original estimated charges will be INVOICED after the event.
5. The specific due dates will be indicated in the USER AGREEMENT. Additional fees may include charges for electrical orders, accessories, labor, trash removal, extra cleaning, or damage.

### **LATE PAYMENT AND GOOD STANDING**

#### **AFTER-EVENT INVOICING**

In cases where the USER is to be INVOICED after the event has taken place, payment must be made in full by the due date. Failure to pay by the due date will result in the USER losing GOOD STANDING, which may result in disqualification from having future events at KITSAP COUNTY PARKS DEPARTMENT.

#### **DEFAULTS AND REMEDIES**

If the USER fails to abide by or violates the terms and conditions specified in this USER AGREEMENT, the KITSAP COUNTY PARKS DEPARTMENT may also:

1. Withhold use of the PARK FACILITIES.
2. Immediately terminate the USERS' use of the PARK FACILITIES. Upon receiving such notification, the USER will immediately vacate the FACILITIES. If the USER fails to leave and remove its property immediately, the KITSAP COUNTY PARKS DEPARTMENT may seek remedies for unlawful trespass.
3. Sue for damages.
4. Pursue any other remedies available under the law.

### **GOOD STANDING**

If a USER violates the terms of the signed USER AGREEMENT, the USER could lose their GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to bar future events for said individual(s) and/or organization for a set period or, in some cases, permanently. Determination of the loss of GOOD STANDING is at the sole discretion of the KITSAP COUNTY PARKS DEPARTMENT. Communication about the loss of GOOD STANDING will be sent to the USER by letter.

### **INVOICE DISPUTES**

It is expected that disputed INVOICES will be brought to the County's attention within 30 days of the INVOICE date. Such disputes will be investigated thoroughly and resolved as quickly as possible. However, only the disputed amount from a particular INVOICE may be withheld from payment. The 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.

## **4. EVENT REQUIREMENTS AND PERMITS**

### **INDEMNIFICATION**

USER hereby agrees to indemnify and 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 cost 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 FACILITIES 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 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 FACILITIES 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.

## **SPECIAL PARK EVENT PERMITS**

A SPECIAL PARK EVENT PERMIT is required for events that exceed the shelter's standard use capacity, such as larger gatherings greater than the published shelter seating capacity, amplified sound, events with food trucks or anything open to the general public. Permit applications must be submitted and approved at least 60 days before the rental date to allow for proper planning and coordination. To see if your event qualifies for a SPECIAL PARK EVENT PERMIT, please get in touch with your EVENT COORDINATOR.

## **LICENSES**

### **COUNTY SERVICES**

Approval of a permit does not oblige or require the KITSAP COUNTY PARKS DEPARTMENT to provide services, equipment, or personnel supporting the event. It is the applicant's responsibility and associated expense to ensure the provision of adequate fire, event security, law enforcement, or medical services at the event if necessary.

Should the applicant want to engage services, equipment, or personnel to be provided by the County, including but not limited to law enforcement or inspections, such requests shall be delineated explicitly in the application and arranged directly with the office or department that would provide services. Services may be rendered if such are reasonably available, and provisions are made to pay for the costs of such services. A deposit or other financial security shall be required based on estimated costs before permit issuance. The applicant and sponsor shall be jointly and severally liable for all costs and fees associated with the event.

## **5. FACILITY USE RULES**

### **ADVERTISING AND SIGNAGE**

#### **ADVERTISING**

USER agrees to take full responsibility for promoting or advertising its event. The KITSAP COUNTY PARKS DEPARTMENT may promote an event at the KITSAP COUNTY PARKS DEPARTMENT'S sole discretion. Without USERS' written consent,

the KITSAP COUNTY PARKS DEPARTMENT will not promote or adversely affect an event's advertising. USER agrees to provide a name and contact phone number to be printed in any publication when promoting through the KITSAP COUNTY PARKS DEPARTMENT. USER agrees not to represent the KITSAP COUNTY PARKS DEPARTMENT in sponsoring their event without the written permission of the KITSAP COUNTY PARKS DEPARTMENT.

Signs, banners, and posters may only be attached to parts of the facilities' surfaces or any furnishings, rented equipment, or fixtures with prior approval from the EVENT COORDINATOR. The KITSAP COUNTY PARKS DEPARTMENT has specific approved areas and methods for hanging banners inside or outside the buildings and facilities.

#### **COPYRIGHT-PROTECTED MATERIAL**

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

The KITSAP COUNTY PARKS DEPARTMENT website contains valuable information about on-site services, room capacity, upcoming events, exhibitor and attendee information, rules, and regulations. Please provide event information to your EVENT COORDINATOR. KITSAP COUNTY PARKS DEPARTMENT reserves the right to post public events on the public events calendar. This is not a guarantee that your event will be listed.

#### **PHOTOGRAPHY AND VIDEO**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to photograph, videotape, or record any event for its records, publicity, and promotional purposes. Your EVENT COORDINATOR will discuss whether your event has been chosen for these activities.

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

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

## **CARE OF THE FACILITIES**

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

1. USER will not injure, mark, or deface PARK FACILITIES, including but not limited to placing nails, tacks, hooks, or screws into any part of facilities or tree/scrub or other plant life; or adhering 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 PARK FACILITIES without the KITSAP COUNTY PARKS DEPARTMENT written approval; this includes the floor. No duct or masking tape is allowed; only use gaffing or blue painter's tape to adhere to the floor.
2. In the event of damage or alteration to the PARK FACILITIES or equipment, the USER agrees to pay the KITSAP COUNTY PARKS DEPARTMENT to fully restore the PARK FACILITY or equipment, repair the damage, or replace altered or damaged portions, all at USER'S cost and expense.
3. The USER is responsible for erecting any particular apparatus, scaffolding, rigging, or building structures. Still, to ensure the safety of performers and the public, such apparatus must be installed according to the specifications and requirements of the Kitsap County building inspector. Before installation, the 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 DEPARTMENT.
4. KITSAP COUNTY PARKS DEPARTMENT is a safe workplace, and all VENDORS, concessionaires, and contractors shall comply with State and Federal regulations.
5. USERS contractors are responsible for all safety aspects concerning any work they perform or contract to be done. All work is to be performed to avoid the risk of bodily injury or damage to property. The USER is responsible for monitoring and making necessary corrections to the work procedures to minimize risks and damage.

6. The USER is responsible for ensuring each subcontractor/worker on-site furnishes appropriate safety equipment, has trained personnel, and enforces such equipment protocols.

### **LOST AND FOUND**

The KITSAP COUNTY PARKS DEPARTMENT will have the right to collect and have custody of articles left by people attending any performance, exhibition, or activity given or held at the PARK FACILITY. USER or anyone in USER'S employ will not collect or interfere with the KITSAP COUNTY PARKS DEPARTMENT collection or custody of such articles. Articles found will be in the KITSAP COUNTY PARKS DEPARTMENT's possession for 30 days after an event. All unclaimed articles will be disposed of according to law.

### **OCCUPANCY INTERRUPTIONS**

If the PARK FACILITY or any part of the PARK FACILITY is destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrences such as strikes, labor disputes, or acts of military authorities occur, the USER'S event will be canceled at once. The KITSAP COUNTY PARKS DEPARTMENT will not, in any case, be held liable or responsible to the USER for any damage caused by said cancellations, and the KITSAP COUNTY PARKS DEPARTMENT will be relieved of any further liability. The USER will not claim compensation or damages against the KITSAP COUNTY PARKS DEPARTMENT. Any rental funds covering the cancelled portion of the USER'S event, for the reasons mentioned above, will be refunded to the USER.

### **ON-SET PRESENCE REQUIREMENTS**

#### **EVENT COORDINATOR ROLE**

Your EVENT COORDINATOR will assist you in selecting a PARK FACILITY, issuing the USER AGREEMENT, and managing any addendums or special attachments as needed. They will work with you to ensure you fully understand the USER AGREEMENT and answer any contractual questions you may have.

The EVENT COORDINATOR, or designee, will follow up with you after your event is completed to ensure its success and discuss any questions you may have about that specific event. They will also assist with booking future events. THE EVENT COORDINATOR will also help organize the PARK STAFF and services available throughout the County to ensure your event requirements are fully met. EVENT

COORDINATOR is your primary contact once the USER AGREEMENT has been signed.

### **ON-SITE PRESENCE**

1. The USER or their authorized representative(s) are required to be always present at the PARK FACILITY during the following phases:
  - a. Event setup (move-in)
  - b. Event execution
  - c. Event teardown (move-out)
  - d. All inspections
2. Arrival and Departure Responsibilities: USER or authorized representative(s) must adhere to the "first to arrive, last to leave" principle, ensuring their presence before other personnel or VENDORS arrive for setup and remain on-site until all VENDORS have completed their teardown activities.
3. Security and VENDOR Oversight: The USER or their authorized representative(s) ensure site security, oversee VENDOR activities, and maintain a safe and organized environment throughout all event phases.
4. VENDOR Assistance Protocol: VENDORS requiring assistance or direction must seek support from the USER or their authorized representative(s). The USER or authorized representative(s) will contact the designated EVENT COORDINATOR as needed.
5. Event Communication: Upon receiving VENDOR assistance requests, the USER or authorized representative(s) will contact the designated EVENT COORDINATOR. The EVENT COORDINATOR will then direct the efforts of the PARKS STAFF.

### **POST EVENT CLEAN UP**

USERS are responsible for cleaning their shelter area after use, including placing all garbage in the designated bins. If the designated bins are full, the USER is responsible for packing all additional trash out.

### **SPEED LIMIT**

For the safety of all patrons, USERS, and exhibitors, the maximum speed limit on the KITSAP COUNTY PARKS DEPARTMENT grounds is 10 MPH. It is the USERS responsibility to ensure all patrons, exhibitors, etc., adhere to the speed limit.

### **USE PERIOD AND TIME SCHEDULE**

The USER will move in, set up, and occupy the PARK FACILITY following the dates and times indicated in the USER AGREEMENT. The USER will vacate and surrender possession of the PARK FACILITY at the time stated.

## **6. SAFETY AND SECURITY**

### **EMERGENCY AND VANDALISM**

The USER will call 911 during an emergency.

1. Once 911 is called, the USER will notify the KITSAP COUNTY PARKS DEPARTMENT.
  - a. If the emergency occurs during work hours (Monday – Thursday, 8:30 am - 5:00 pm and Friday, 8:30 am – 2:30 pm), the USER will contact the main number for the KITSAP COUNTY PARKS DEPARTMENT: 360-337-5350.
  - b. If the emergency occurs after hours during the evening or weekend, the USER will call the main number for the KITSAP COUNTY PARKS DEPARTMENT and leave a voicemail: 360-337-5350.
2. USER representatives must be on-site during field rental periods to ensure parking areas are always clear for emergency vehicle access.
3. If vandalism is sighted, the USER will inform the KITSAP COUNTY PARKS DEPARTMENT at the phone number above.

### **FIRST AID**

The USER is responsible for providing First Aid Equipment and Supplies. Some significant events may require dedicated on-site First Aid personnel. In an emergency, the USER is encouraged to call 911 if needed. Please get in touch with your EVENT COORDINATOR for more information.

### **PROHIBITED ACTIONS**

#### **ALCOHOL CONSUMPTION**

As per Kitsap County Code 10.12.160, alcohol use in KITSAP COUNTY PARKS, including picnic shelters, is prohibited.

#### **BALLOONS, CONFETTI, AND GLITTER**

No "lighter than air" (helium or metallic) balloons, confetti, or glitter are permitted in the PARK FACILITY and use of such will result in additional charges.

#### **CAMPING/RV PARKING**

Camping is not allowed at the PARK FACILITY.

#### **DRUGS**

As per Kitsap County Code 10.12.160, it is unlawful to bring into, possess, or consume in any PARK FACILITY any narcotic, hallucinogen, or any other drug or

substance that may cause irrational or unnatural behavior if ingested, injected into, breathed, or otherwise administered to a human being or animal.

### **INFLATABLE STRUCTURES**

Please discuss this with your EVENT COORDINATOR. Additional insurance may be required if approved.

### **NOISE LEVELS PER EVENT**

Shows with amplified sound may be subject to local noise ordinances per Kitsap County Code. It is the USER'S responsibility to review Kitsap County Codes 10.28.010 through 10.28.150. Violations of this Code may result in the termination of all music and sound.

### **SMOKING OR VAPING**

The KITSAP COUNTY PARKS DEPARTMENT does not allow smoking or vaping in buildings and structures. Smoking or vaping is permitted outside buildings; however, to ensure that smoke does not enter buildings, smoking must occur at a minimum reasonable distance of 25 feet from entrances, exits, windows, and air intakes.

## **7. FACILITY CONDITIONS AND CLOSURES**

### **JANITORIAL SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT does not provide Support Personnel for Special Events in parks. The USER may request support from PARK STAFF, but it is based on PARK STAFF'S availability and will require an additional charge. The USER will submit a complete and detailed outline of the equipment required, including a floor set-up and other information necessary for the EVENT. This information must be available to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the EVENT. Restroom maintenance and general trash removal are included in the basic rental costs. However, additional housekeeping costs may be incurred depending on the nature of the EVENT. The EVENT COORDINATOR will be able to assist in identifying areas that have potential cost implications.

### **PARKING**

The following rules and regulations apply to parking in the PARK FACILITY:

1. Parking will be in designated parking stalls or areas only. All improperly parked vehicles are subject to being towed at the owner's expense.
2. Vehicles will not park in front of access bollards or chains.

3. Parking or driving on fields or sports facilities and walkways is not allowed unless prior arrangements have been made with the KITSAP COUNTY PARKS DEPARTMENT.
4. Parking availability is not exclusive to the USER and must be shared with other park visitors.
5. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for vehicle loss, theft, or damage while parked on the property of the KITSAP COUNTY PARKS DEPARTMENT.

### **RESTROOMS**

Adequate and accessible restroom facilities are often limited or unavailable at some PARK FACILITIES.

### **WATER**

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

## **8. DAMAGES, CONDUCT AND ENFORCEMENT**

### **ANIMALS**

Animals must be kept on a leash and under the owner's control at all times. Animals are not allowed in restrooms or children's play areas; all pet waste must be disposed of appropriately.

### **COMPLIANCE WITH LAWS**

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

The USER will comply with all applicable provisions of the Americans with Disabilities Act (ADA) 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 AGREEMENT.

## **AMERICANS WITH DISABILITIES ACT**

KITSAP COUNTY PARKS DEPARTMENT supports compliance with the ADA. Some events may consider adding additional accessible restrooms. Handicap-accessible parking spaces or places will be marked and must be observed by all attendees. For specifics, please get in touch with the EVENT COORDINATOR.

## **CONDUCT OF PERSONS**

The USER will be solely responsible for the orderly conduct of all people using the PARK FACILITY by its invitation, either expressed or implied. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to eject or cause any person to be expelled from the PARK FACILITY due to unlawful conduct and/or trespass on the property. At the discretion of the Kitsap County Sheriff, the KITSAP COUNTY PARKS DEPARTMENT will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of the USER.

KITSAP COUNTY PARKS DEPARTMENT also reserves the right to deny future event bookings for a USER for any reason, including but not limited to public safety concerns, loss of GOOD STANDING, repeated violations of the terms or articles of the USER AGREEMENT, or situations where law enforcement is called to the scene to keep the peace.

## **DAMAGES**

The USER is responsible for all damage to the PARK FACILITY, equipment, and property that occurred during their rental. This includes any damage to the PARK FACILITY through the negligence or intentional conduct of the USER, its members, participants, guests, or attendees.

The USER will reimburse the KITSAP COUNTY PARKS DEPARTMENT for any loss or damage to property caused by such use within 30 days of the billing date.

Also, the USER will be charged accordingly if additional services are required after an activity above routine maintenance.

The KITSAP COUNTY PARKS DEPARTMENT has the right to revoke any rental agreements issued due to a USER causing damage to a PARK FACILITY due to misuse or inappropriate behavior or activities.

## **PERFORMERS**

The USER guarantees the appearance of any named performers advertised to appear at the event as specified. In the event an advertised performer cancels, the

USER must place signs indicating outside the PARK FACILITY entrances and must make an official announcement before the start of the program. The USER must offer a bona fide 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 DEPARTMENT. The USER will pay all refunds and expenses of refund arrangements.

### **SOLICITING AND PROTESTING**

It is unlawful for any person to solicit alms or contributions for any purpose, whether public or private, or to expose or offer for sale any article or thing, nor shall any person station or place any stand, cart, or vehicle for transportation, sale or display of any such article or thing, except a licensed concessionaire acting by and under the authority of the KITSAP COUNTY PARKS DEPARTMENT Director.

### **USE OF FLAME OR FLAMMABLE MATERIALS**

The USER agrees not to stage any act or performance involving fire, flames, or explosive devices without obtaining the prior written permission of the KITSAP COUNTY PARKS DEPARTMENT. USER further agrees that it will not use any decorative materials prohibited by any applicable law, policy, regulation, or similar flammable or combustible materials on or about the PARK FACILITY. USER may request copies of KITSAP COUNTY fire regulations by contacting the Kitsap County Fire Marshal's Office at 614 Division St, Port Orchard, Washington 98366.

## **9. APPENDICES**

### **PICNIC SHELTER RATES AND FEES**

Locations are subject to review and approval by the KITSAP COUNTY PARKS DEPARTMENT. Qualified non-profit organizations will receive a 25% discount on picnic shelter rental fees.

#### **GROUP A FEE**

<b>GROUP A STANDARD SHELTER; WATER AND ELECTRICAL ACCESS.</b>	
<ul style="list-style-type: none"><li>• Buck Lake Picnic Shelter</li><li>• Island Lake Picnic Shelter</li><li>• Salsbury Point Picnic Shelter</li><li>• Silverdale Waterfront Picnic Shelter</li></ul>	\$160/day

### GROUP B FEE

GROUP B STANDARD SHELTER; NO WATER OR ELECTRICAL ACCESS.	
<ul style="list-style-type: none"><li>• South Kitsap Regional Picnic Shelter</li><li>• Wildcat Lake Picnic Shelter</li></ul>	\$120/day

### GROUP C FEE

GROUP C SMALL SHELTER; NO WATER OR ELECTRICAL ACCESS.	
<ul style="list-style-type: none"><li>• Harper Picnic Shelter</li><li>• Silverdale Waterfront Gazebo</li></ul>	\$80/day

### PICNIC SHELTERS BY LOCATION

#### BUCK LAKE PARK PICNIC SHELTER FEE

BUCK LAKE PARK PICNIC SHELTER (SEATS APPROXIMATELY 64)	
<ul style="list-style-type: none"><li>• Eight picnic tables</li><li>• Two light fixtures</li><li>• One electrical outlet</li><li>• Two group BBQs</li></ul>	\$160/day

#### HARPER PARK PICNIC SHELTER FEE

HARPER PARK PICNIC SHELTER (SEATS APPROXIMATELY 16)	
<ul style="list-style-type: none"><li>• Two picnic tables</li></ul>	\$80/day

#### ISLAND LAKE PARK PICNIC SHELTER FEE

ISLAND LAKE PARK PICNIC SHELTER (SEATS APPROXIMATELY 80)	
<ul style="list-style-type: none"><li>• Ten picnic tables</li><li>• Two light fixtures</li><li>• Three electrical outlets</li><li>• Two group BBQs</li></ul>	\$160/day

### SALSBURY POINT PARK PICNIC SHELTER FEE

SALSBURY POINT PARK PICNIC SHELTER (SEATS APPROXIMATELY 48)	
<ul style="list-style-type: none"><li>• Six picnic tables</li><li>• One electrical outlet</li><li>• One group BBQ</li><li>• One small BBQ</li></ul>	\$160/day

### SILVERDALE WATERFRONT PARK PICNIC SHELTER FEE

SILVERDALE WATERFRONT PARK PICNIC SHELTER (SEATS APPROXIMATELY 96)	
<ul style="list-style-type: none"><li>• Twelve picnic tables</li><li>• Eight light fixtures</li><li>• Four electrical outlets on countertop</li><li>• Eight electrical outlets</li><li>• Sink with water access</li><li>• One group BBQ</li></ul>	\$160/day

### SILVERDALE WATERFRONT PARK GAZEBO FEE

SILVERDALE WATERFRONT PARK GAZEBO (SEATS APPROXIMATELY 16)	
<ul style="list-style-type: none"><li>• Two picnic tables</li></ul>	\$80/day

### SOUTH KITSAP REGIONAL PARK SHELTER FEE

SOUTH KITSAP REGIONAL PARK SHELTER (SEATS APPROXIMATELY 48)	
<ul style="list-style-type: none"><li>• Six picnic tables</li></ul>	\$120/day

### WILDCAT LAKE PARK SHELTER FEE

WILDCAT LAKE PARK SHELTER (SEATS APPROXIMATELY 48)	
<ul style="list-style-type: none"><li>• Six picnic tables</li></ul>	\$120/day

MISCELLANEOUS FEES

MISCELLANEOUS FEES	
Admin Fee	\$25

DRAFT

# SPECIAL PARK EVENT POLICIES

---

## 1. OVERVIEW AND DEFINITIONS

### **PURPOSE**

The Special Park Event Policies establish consistent guidelines for reserving, hosting, and managing events in Kitsap County Parks. These policies are intended to:

- Ensure fair and equitable access to PARK FACILITIES for community members, organizations, and event organizers.
- Promote safe, respectful, and responsible use of public spaces.
- Protect Park resources and natural environments through clear expectations for care, cleanliness, and compliance.
- Provide a transparent process for reservations, payments, permits, and event approvals.
- Support effective coordination between event organizers and the KITSAP COUNTY PARKS DEPARTMENT to ensure successful events.

By following these policies, all event organizers help maintain high-quality facilities, foster positive experiences for attendees, and preserve public assets for current and future generations.

### **DEFINITIONS**

**BOOKED:** The finalized status of a reservation once the USER has submitted a signed USER AGREEMENT and the initial payment has been received and processed.

**COURTESY HOLD:** A non-binding reservation placed on the SCHEDULING CALENDAR to temporarily hold a date or PARK FACILITY for a prospective USER pending further action.

**EVENT COORDINATOR:** Designated personnel from the KITSAP COUNTY PARKS DEPARTMENT assigned to assist USERS in coordinating special park events, including booking, compliance, and follow-up.

**FOOD VENDOR QUESTIONNAIRE:** A form to be filled out by the USER that gathers details about the food VENDORS who will be serving at the event. The information in this form is used as an element in the fire permit application.

**GOOD STANDING:** A status indicating a USER has complied with all event terms, including timely payments, proper conduct, no significant damages, and adherence to applicable policies.

**INTENT TO RETURN FORM:** This form will be sent to the USER by the EVENT COORDINATOR at the conclusion of their most recent event to exercise their “first refusal” on the following year’s corresponding dates. The USER will have 30 days to complete and return the form to the KITSAP COUNTY PARKS DEPARTMENT, accompanied by a 25% deposit.

**INVOICE:** A billing document issued to the USER by the KITSAP COUNTY PARKS DEPARTMENT that details rental fees and any additional costs associated with the use of the PARK FACILITY.

**KITSAP COUNTY PARKS DEPARTMENT:** The County department responsible for the management, scheduling, and maintenance of PARK FACILITIES and athletic fields.

**LAYOUTS:** Floor plans provided by the USER to be used by PARK STAFF for the setup of rented equipment and for use in any fire permit application.

**PARK FACILITY:** Any park structure, space, or venue managed by the KITSAP COUNTY PARKS DEPARTMENT that may be reserved, rented, or otherwise used for organized events.

**PARK STAFF:** Designated personnel responsible for the upkeep, cleanliness, safety, and overall appearance of public parks and recreational facilities.

**PENDING:** A temporary status applied to an event request once the SPECIAL PARK EVENT REQUEST FORM has been submitted and is under review, but before the USER AGREEMENT is signed and the deposit is paid.

**RECURRING EVENTS:** Refers to USERS who intend to return for events held on the exact dates and times the subsequent years. These USERS must submit their INTENT TO RETURN FORM within 30 days after the current event concludes. Changes to event dates require relinquishing the "first refusal" on the original dates.

**SCHEDULING CALENDAR:** The internal calendar maintained by the KITSAP COUNTY PARKS DEPARTMENT reflects all COURTESY HOLDS, PENDING and BOOKED events.

**SPECIAL PARK EVENT PERMIT:** An authorization required for events that may have a significant impact on public spaces, resources, or services.

**SPECIAL PARK EVENT REQUEST FORM:** The application submitted by a USER to request a Special Park Event. This form includes details such as event type, attendance, and support needs.

**USER:** Any individual (age 18+), non-profit organization, business, or other group who books, reserves, or otherwise uses a Kitsap County PARK FACILITY for a special event.

**USER AGREEMENT:** A contract issued by the KITSAP COUNTY PARKS DEPARTMENT outlining the terms and conditions of use for a particular event or reservation.

**VENDOR:** A person or business contracted or permitted by the USER to provide goods or services during a special event. This includes food VENDORS, equipment providers, and service personnel.

## **2. RESERVATIONS AND SCHEDULING**

### **ELIGIBILITY TO BOOK**

- Non-profit organizations
- Businesses
- Organizations
- Individuals (18 years of age and older)

Each of the foregoing is a USER for this document.

### **DROP-IN AVAILABILITY**

Anyone may use a PARK FACILITY that is not in use or scheduled for use on a drop-in basis (i.e., no reservation or payment required).

### **BOOKING PROCEDURES**

1. Review the policies carefully for information and requirements about your PARK FACILITY rental.
2. Reservations can be made no earlier than one year in advance and no later than 180 days in advance.

3. Returning USERS will have the first right of refusal for same dates. If the returning USER wishes to have different dates, this will be on a first-come, first-served basis. Returning USERS must complete an INTENT TO RETURN FORM within 30 days of the completed year's event, with a 25% initial payment of the PARK FACILITY rental fee to hold the event date.
4. New USERS can request dates up to one year in advance, on a rolling calendar year, on a first-come, first-served basis.
5. Each USER must complete a SPECIAL PARK EVENT REQUEST FORM 180 days before the event date.
6. Once the SPECIAL PARK EVENT FORM is received and processed by the EVENT COORDINATOR, a USER AGREEMENT, INVOICE, and insurance requirements will be provided to the USER; the USER will have 10 business days to return the signed USER AGREEMENT, event insurance, and submit the invoice installment payment – the next 25% for returning USER and 50% for new USER - plus the \$25 Admin Fee to move the reservation to BOOKED.
7. The remaining 50% of the invoice will be due 30 days before the event. Any additional items, such as additional equipment ordered during the event, for example, will be billed after the event and due upon receipt.
8. Facilities use may be restricted, denied, or canceled if a USER is not in GOOD STANDING.

## **RESERVATION STATUSES**

### **PENDING**

When a USER has committed a date and has requested a booking by completing a SPECIAL PARK EVENT REQUEST FORM online or by paper form, the EVENT COORDINATOR will review this form. If approved, the USER AGREEMENT will be drafted and provided to the USER. When the USER AGREEMENT is being processed or is in transit, the said event will be considered PENDING. Still, it will be treated the same as BOOKED events for the SCHEDULING CALENDAR. USER AGREEMENT and payments not received by the due date may result in cancellation of the reservation.

### **BOOKED**

An event is considered BOOKED when a USER, following a discussion with an EVENT COORDINATOR, commits and agrees to a PARK FACILITY and signs the USER AGREEMENT, coupled with their 50% payment of the PARK FACILITY rental. A USER must sign the USER AGREEMENT and then return the signed USER AGREEMENT with payments within 10 business days.

Failure of the USER to follow such procedures may result in cancellation of the USER AGREEMENT, a refund based on the schedule detailed in the Cancellation by User section, and release of the event date.

### **COURTESY HOLD**

A COURTESY HOLD is not a binding agreement for the KITSAP COUNTY PARKS DEPARTMENT to rent a PARK FACILITY to the USER. It is a courtesy offer to allow potential USERS the chance to assemble information or programming before committing to booking an event. At the discretion of the KITSAP COUNTY PARKS DEPARTMENT, the EVENT COORDINATOR may place a hold on the SCHEDULING CALENDAR, at no cost to the USER, under the following conditions:

1. SCHEDULING CALENDAR is checked for PARK FACILITY availability.
2. A brief overview of rules, policies, and applicable guidelines to specific events is explained and reviewed with USER.
3. The USER must provide current and complete contact information.
4. If no contact has been made by the USER to the EVENT COORDINATOR within 45 days of the event, the "hold" on the SCHEDULING CALENDAR may be subject to removal from the SCHEDULING CALENDAR. The EVENT COORDINATOR will attempt to contact the USER before removing the hold.
5. If more than one USER requests to hold the same date, the holds will be labeled on the SCHEDULING CALENDAR as "1st Hold," "2nd Hold," etc., and will be prioritized by the date of the hold requests.

### **PENDING CHALLENGE**

If a USER wishes to reserve a date that is currently in PENDING status by another USER, they may submit a challenge for that date on the SCHEDULING CALENDAR. The USER holding the PENDING reservation will be contacted and given no more than two business days to either confirm their reservation by completing the booking process or releasing the date. When the date is released, the challenging USER must be prepared to finalize their booking immediately.

### **RECURRING EVENTS**

Most RECURRING EVENTS will be given the first right of refusal for the corresponding dates in the forthcoming year, as long as the USER remains in GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. For this purpose, the first weekend of any given month refers to the first full weekend (Saturday and Sunday). USER will be required to complete the INTENT TO RETURN FORM. This form must be completed and returned to PARKS, along with a 25% deposit, within 30 days after the conclusion of their most recent event.

## **MODIFYING RESERVATION**

USERS may request changes to an existing USER AGREEMENT. Based on availability, additional facilities may be added, and other modifications may be approved at the discretion of the KITSAP COUNTY PARKS DEPARTMENT. All changes must be confirmed in writing and may require updated fees.

## **SCHEDULING**

When conflicting requests are made for the same PARK FACILITY, the KITSAP COUNTY PARKS DEPARTMENT will give the previous year's events the first right of refusal for the same event dates; after that, all events will be booked on a first-come, first-served basis.

In recognition that our PARK FACILITIES are open to the public, the following additional factors may also be taken into consideration to help establish fair and reliable allocations:

1. Benefit to the residents of Kitsap County
2. Type of event (national, regional, state, or local)
3. Seasonal activities versus non-seasonal activities
4. Impact of use on the surrounding neighborhood
5. Safety of participants and general PARK FACILITY visitors
6. Diversity of recreational opportunities
7. PARK FACILITY conditions (parks may be closed or subject to limited availability at any time for safety concerns or due to the risk of severe damage to the parks)
8. USERS in GOOD STANDING

Note: The KITSAP COUNTY PARKS DEPARTMENT has the discretion to determine if additional criteria should be taken into consideration at the time of the event request.

## **SCHEDULING ALLOCATION**

Unless otherwise specified in writing, the KITSAP COUNTY PARKS DEPARTMENT may schedule other similar events without notice to the USER.

# **3. PAYMENTS AND CANCELLATIONS**

## **ACCEPTABLE PAYMENT FORMS**

The KITSAP COUNTY PARKS DEPARTMENT accepts credit cards and personal checks. Cash will not be accepted. Online payments are accepted through the

KITSAP COUNTY PARKS DEPARTMENT website. All credit and debit card payments are subject to a transaction fee. The USER is responsible for all credit/debit card fees. Checks can be sent via mail or delivered directly to the Parks Office.

## **DEPOSITS AND PAYMENTS**

Deposits and payments vary, as indicated in the Payment Procedures section, and depend on the type of activity.

## **FEES**

Fees for the use of County-owned facilities are reviewed periodically by the Kitsap County Board of Commissioners and are subject to change, provided 60 days' written notice is given in advance. The 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.

## **NON-PROFIT ORGANIZATIONS**

A 25% discount on the PARK 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 a discount. All other rates and fees will **not have** this discount.

## **PAYMENT PROCEDURES**

The KITSAP COUNTY PARKS DEPARTMENT intends to avoid post-event "accounts receivable." In most cases, full payment of PARK FACILITY rental and fee(s) will be due before the event occurs.

1. The payment schedule will be clearly shown in the USER AGREEMENT and will be as follows:
  - a. A deposit of 50% of the PARK FACILITY rental fee and \$25 admin fee is due within 10 days after receipt of the signed USER AGREEMENT.
  - b. A second deposit of 50% of the PARK FACILITY rental fee is due 30 days before the event date.

## **REFUND AND CANCELLATION POLICY**

### **CANCELLATIONS BY KITSAP COUNTY**

The KITSAP COUNTY PARKS DEPARTMENT will cancel and release the dates of PENDING events if payment and signed documents are not received within the 10 business days required to move the event to BOOKED or for reasons that would be

most beneficial to the KITSAP COUNTY PARKS DEPARTMENT. In such cases, the KITSAP COUNTY PARKS DEPARTMENT will notify the USER as soon as possible.

In addition, the KITSAP COUNTY PARKS DEPARTMENT will have the right to terminate all or part of the USER AGREEMENT at any time, without liability on the part of the KITSAP COUNTY PARKS DEPARTMENT, upon 30 days' written notice; provided, however, the USER AGREEMENT may at any time be terminated without written notice when the PARKS FACILITY is required for public use because of unforeseen emergency. Please get in touch with your EVENT COORDINATOR if you have any questions or need clarification.

### **CANCELLATIONS BY THE USER**

1. Cancellations must be made in writing to the KITSAP COUNTY PARKS DEPARTMENT (Parksevents@kitsap.gov)
2. USERS may cancel their reservation at any time. Refunds are subject to the refund table below:

Cancellation Date	Fees Refunded
No Show	0%
0-3 Months Before the Event	0%
4 -9 Months Before the Event	50%
10 Months or More Before the Event	100%

3. If the event is canceled after payment is received, the payment amount will be refunded, minus the \$25 administrative fee per the table above.
4. Any additional charges or fees incurred during the event beyond the original estimated charges will be INVOICED after the event.
5. The specific due dates will be indicated in the USER AGREEMENT. Additional fees may include charges for electrical orders, accessories, labor, trash removal, extra cleaning, or damage.

## **LATE PAYMENT AND GOOD STANDING**

### **AFTER-EVENT INVOICING**

In cases where the USER is to be INVOICED after the event has taken place, payment must be made in full by the due date. Failure to pay by the due date will result in the USER losing GOOD STANDING, which will result in disqualification from having future events at KITSAP COUNTY PARKS DEPARTMENT.

### **DEFAULTS AND REMEDIES**

If the USER fails to abide by or violates the terms and conditions specified in this USER AGREEMENT, the KITSAP COUNTY PARKS DEPARTMENT may also:

1. Withhold use of the PARK FACILITIES.
2. Immediately terminate the USERS' use of the PARK FACILITIES. Upon receiving such notification, the USER will immediately vacate the PARK FACILITY. If the USER fails to leave and remove their property immediately, the KITSAP COUNTY PARKS DEPARTMENT may seek remedies for unlawful trespass.
3. Sue for damages.
4. Pursue any other remedies available under the law.

### **GOOD STANDING**

If a USER violates the terms of the signed USER AGREEMENT, the USER could lose their GOOD STANDING with the KITSAP COUNTY PARKS DEPARTMENT. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to bar future events for said individual(s) and/or organization for a set period or, in some cases, permanently. Determination of the loss of GOOD STANDING is at the sole discretion of the KITSAP COUNTY PARKS DEPARTMENT. Communication about the loss of GOOD STANDING will be sent to the USER by letter.

### **INVOICE DISPUTES**

It is expected that disputed INVOICES will be brought to the County's attention within 30 days of the INVOICE date. Such disputes will be investigated thoroughly and resolved as quickly as possible. However, only the disputed amount from a particular INVOICE may be withheld from payment. The 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.

## 4. EVENT REQUIREMENTS AND PERMITS

### 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) per occurrence/two million dollars (\$2,000,000) aggregate, in a form satisfactory to the Risk Manager's Office of Kitsap County. Depending on the event type or hazardous nature, minimum limits may be increased, and the USER will provide a copy of the policy upon request of the 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 EVENT COORDINATOR with 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 before use of the PARK FACILITY. Failure to do so may result in the revocation of this permitted event.

1. If alcohol is to be served by the USER or others under the terms of this USER AGREEMENT, the USER'S insurance will include liquor liability and be stated on the certificate.
2. In the event of non-renewal, cancellation, or material change in the coverage provided, 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 only be diminished or rescinded by giving Kitsap County 30 days' written notice.

#### INDEMNIFICATION

USER hereby agrees to indemnify and 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 cost 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 FACILITIES 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 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 FACILITIES 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.

## **ALCOHOL PERMITS**

The consumption of alcoholic beverages is restricted to licensed events only and only during those times agreed upon. For safety reasons, alcohol consumption will not be permitted during event set-up and tear-down (ingress/egress) times. All alcohol consumption outside of licensed events, outside of agreed-upon times, and during event setup or teardown will be considered a policy violation and may cause a loss of GOOD STANDING, which can result in the immediate cancellation of an event in progress and may affect the USERS ability to book future events.

For the consumption and selling of alcohol during an event at the PARK FACILITY, the USER must complete the following:

1. For consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Banquet Permit is required. A copy of this permit must be supplied to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The USER will keep a copy of the permit with them during event hours in case of a request. The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$200 fee for alcohol consumption in a PARK FACILITY.
2. For selling and consumption of alcohol during an event, a Washington State Liquor and Cannabis Control Board Special Occasion Permit is required. A copy of this permit must be supplied to KITSAP COUNTY PARKS DEPARTMENT 45 days before the event. USER will keep a copy of said permit with them during event hours in case of request. The KITSAP COUNTY PARKS DEPARTMENT will also require USERS to pay a \$400 fee for selling and consumption of alcohol in a PARK FACILITY.
3. USER'S insurance will include liquor liability, as stated on the certificate.

## **FIRE PERMITS**

If your PARK FACILITY rental includes any of the following, a separate fire code permit may be required:

- Use of open flames or candles.
- Operate a place of assembly where the total number of attendees indoors exceeds 350, or 1000 outdoors.
- Display, operate, or demonstrate liquid or gas-fueled vehicles within any building.
- Operation of a mobile food preparation vehicle.
- Use of fireworks or pyrotechnic special effects.
- Use of erect tents, canopies, or membrane structures
  - Where any single tent or stage canopy exceeds 400 square feet

- Where any tent or canopy or group of individual tents or canopies is placed less than 12 feet from one another, and other buildings exceed 700 square feet.
- Where any air-supported membrane structure exceeds 400 square feet.

Please get in touch with your EVENT COORDINATOR for additional information.

Pricing is set by the Kitsap County Department of Community Development (DCD) and is subject to change without notice.

The USER agrees to provide the EVENT COORDINATOR with an event LAYOUT and all requested paperwork at least 45 days before the event. Specific LAYOUTS 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 LAYOUTS, must be kept clean and free from obstruction. Fire lanes in and around the PARK FACILITY must remain clear and unobstructed. The USER is responsible for advising VENDORS about Fire Regulations.

#### **FIRE PERMIT APPLICATION PROCEDURES**

If a fire permit is required, the USER will be required to submit to the EVENT COORDINATOR the following, a minimum of 45 days before the event:

- LAYOUT
- FOOD VENDOR QUESTIONNAIRE
- Total estimated attendance
- List of air-filled membraned structures (ex, bounce houses)
- List of any motorized vehicles that will be placed inside as part of an event
- Electrical power needs

The information contained in these documents will be used to determine whether a fire permit is required for the event. The EVENT COORDINATOR will apply for the fire permit on the USER'S behalf. All decisions regarding the fire permit, including any additional requirements necessary to approve the permit, are at the sole discretion of DCD. The USER agrees to comply with all requirements and adjust as needed to remain in compliance and hold all VENDORS and third parties accountable.

Once DCD has reviewed the permit application, the EVENT COORDINATOR will email a copy of any concerns or the approved permit to the USER for review. The EVENT COORDINATOR will retain the "official copy" for use during the fire inspection. Fire inspections are typically one hour before the public enters the event. No member of the public will be allowed to enter the facility until the fire

inspection is completed and signed by the Fire Marshal. All fees for the USERS fire permit will be added to the USER'S INVOICE.

## **LAYOUTS**

USER must submit a parking LAYOUT, sanitation plan LAYOUT, and/or race LAYOUT to your EVENT COORDINATOR in writing, along with the SPECIAL PARK EVENT REQUEST FORM for consideration of event approval. Failure to do so will result in cancellation of the booking request.

The USER must submit a LAYOUT in writing no later than 45 days before the event move-in date. Failure to do so may result in late fees and additional labor costs.

The Kitsap County Fire Marshal must pre-approve specific LAYOUTS before the event's start date. Ask your EVENT COORDINATOR if your event qualifies for this requirement.

Designated public walkways, inside or outside buildings, shall be maintained to a minimum of eight feet clear width. Any public walkway designated as an exit passage shall have a minimum of 10 feet clear width. The Fire Marshal may require additional width. No exhibit, booth, portion of an exhibit, booth, or any other obstruction shall extend into a designated walkway or emergency exit.

## **ELECTRICAL**

Unless otherwise specified, the electricity needs of the USER will be paid for by the USER at the current rates in effect. USER'S electrical requirements shall be submitted to the EVENT COORDINATOR 45 days before the event move-in date. They may be subject to late fees if requirements are received after the specified due date. Multiple plugs, such as twin sockets and cube taps, are prohibited. Qualified people must perform all work and conform to applicable Kitsap County fire codes.

## **ELECTRICAL CORDS**

Extension cords and relocatable power strips supplied by and used by the USER shall be intended for heavy-duty use, with a minimum 16-gauge, polarized, grounded type, and a 3-prong plug. Using a non-grounded, multiple-plug, or extension cord with 16-gauge wire or less ("zip cord") is prohibited. Extension cords and 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 into a power strip. Any appliance or extension cord placed through a public access area must be protected by foot traffic cover. KITSAP

COUNTY PARKS DEPARTMENT reserves the right to refuse electrical service due to safety concerns.

## **LICENSES**

### **LICENSES AND PERMITS**

Except for a fire permit, the USER is responsible for obtaining all other licenses, permits, and approvals from the appropriate regulatory boards and authorities that may be required for, but not limited to, staging the event.

USER 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.

### **COUNTY SERVICES**

Approval of a permit does not oblige or require the KITSAP COUNTY PARKS DEPARTMENT to provide services, equipment, or personnel in support of the event. It is the applicant's responsibility and associated expense to ensure the provision of adequate fire, event security, law enforcement, or medical services at the event if necessary.

Should the applicant want to engage services, equipment, or personnel provided by the County, including but not limited to law enforcement or inspections, such requests shall be delineated explicitly in the application and arranged directly with the office or department that would provide the services. Services may be rendered if such are reasonably available, and provisions are made to pay for the costs of such services. A deposit or other financial security shall be required based on estimated costs before permit issuance. The applicant and sponsor shall be jointly and severally liable for all costs and fees associated with the event.

### **VENDORS**

The USER must supply the KITSAP COUNTY PARKS DEPARTMENT by 45 days out from the event date. This will verify LAYOUT and permit use for electrical and fire County permits. All VENDORS at the USER'S liability must take adequate and necessary steps to protect the venue. The USER agrees to repair and replace damaged areas with the PARK FACILITY.

## **5. FACILITY USE RULES**

### **ADVERTISING AND SIGNAGE**

#### **ADVERTISING**

USER agrees to take full responsibility for promoting or advertising its event. The KITSAP COUNTY PARKS DEPARTMENT may promote an event at the KITSAP COUNTY PARKS DEPARTMENT'S sole discretion. Without USERS' written consent, the KITSAP COUNTY PARKS DEPARTMENT will not promote or adversely affect an event's advertising. USER agrees to provide a name and contact phone number to be printed in any publication when promoting through the KITSAP COUNTY PARKS DEPARTMENT. USER agrees not to represent the KITSAP COUNTY PARKS DEPARTMENT in sponsoring their event without the written permission of the KITSAP COUNTY PARKS DEPARTMENT.

Signs, banners, and posters may only be attached to parts of the facilities' surfaces or any furnishings, rented equipment, or fixtures with prior approval from the EVENT COORDINATOR. The KITSAP COUNTY PARKS DEPARTMENT has specific approved areas and methods for hanging banners inside or outside the buildings and facilities.

#### **COPYRIGHT PROTECTED MATERIAL**

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

The KITSAP COUNTY PARKS DEPARTMENT website contains valuable information about on-site services, room capacity, upcoming events, exhibitor and attendee information, rules, and regulations. Please provide event information to your EVENT COORDINATOR. KITSAP COUNTY PARKS DEPARTMENT reserves the right to post public events on the public events calendar. This is not a guarantee that your event will be listed.

## **PHOTOGRAPHY AND VIDEO**

The KITSAP COUNTY PARKS DEPARTMENT reserves the right to photograph, videotape, or record any event for its records, publicity, and promotional purposes. Your EVENT COORDINATOR will discuss whether your event has been chosen for these activities.

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

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

## **CARE OF THE FACILITIES**

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

1. USER will not injure, mark, or deface PARK FACILITIES, including but not limited to placing nails, tacks, hooks, or screws into any part of facilities or tree/scrub or other plant life; or adhering 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 PARK FACILITIES without the KITSAP COUNTY PARKS DEPARTMENT written approval; this includes the floor. No duct or masking tape is allowed; only use gaffing or blue painter's tape to adhere to the floor.
2. In the event of damage or alteration to the PARK FACILITIES or equipment, the USER agrees to pay the KITSAP COUNTY PARKS DEPARTMENT to fully restore the PARK FACILITY or equipment, repair the damage, or replace altered or damaged portions, all at USER'S cost and expense.
3. The USER is responsible for erecting any particular apparatus, scaffolding, rigging, or building structures. Still, to ensure the safety of performers and the public, such apparatus must be installed according to the specifications and requirements of the Kitsap County building inspector. Before installation, the 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 DEPARTMENT.

4. KITSAP COUNTY PARKS DEPARTMENT is a safe workplace, and all VENDORS, concessionaires, and contractors shall comply with State and Federal regulations.
5. USERS contractors are responsible for all safety aspects concerning any work they perform or contract to be done. All work is to be performed to avoid the risk of bodily injury or damage to property. The USER is responsible for monitoring and making necessary corrections to the work procedures to minimize risks and damage.
6. The USER is responsible for ensuring each contractor/worker on-site furnishes appropriate safety equipment, has trained personnel, and enforces such equipment protocols.

### **DECORATING**

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

### **DELIVERIES**

The KITSAP COUNTY PARKS DEPARTMENT does not accept freight deliveries or smaller parcels from couriers such as USPS, UPS, FedEx, or others, as storage facilities are not available.

### **DISPLAYS/ EXHIBITS**

All exhibits and displays shall be transported in and out of the PARK FACILITY during designated move-in and move-out times listed on the USER AGREEMENT. Other public spaces at the PARK FACILITY, including doors, windows, fire hose cabinets, first aid stations, pull stations, fire extinguishers, fire strobe lights, fire alarm speakers, and house lighting, may not be obstructed by exhibits, VENDORS, or closed access to the public.

- Attachments may not be covered or obstructed. (See "FIRE REGULATIONS.")
- Unprotected and unsecured open flames are not permitted in buildings. If you need clarification on any exhibit's safety or legal compliance, contact your EVENT COORDINATOR.

### **KEYS AND ACCESS CODES**

Depending on the event and the PARK FACILITY being rented, keys and/or key cards, as well as gate codes, may be checked out to the USER. All keys and key cards given

must be returned immediately after the event's end date. Lost keys, locks, and/or key cards are charged at \$100 per item.

### **LOST AND FOUND**

The KITSAP COUNTY PARKS DEPARTMENT will have the right to collect and have custody of articles left by people attending any performance, exhibition, or activity given or held at the PARK FACILITY. USER or anyone in USER'S employ will not collect or interfere with the KITSAP COUNTY PARKS DEPARTMENT collection or custody of such articles. Articles found will be in the KITSAP COUNTY PARKS DEPARTMENT'S possession for 30 days after an event. All unclaimed articles will be disposed of according to law.

### **OCCUPANCY INTERRUPTIONS**

If the PARK FACILITY or any part of the PARK FACILITY is destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrences such as strikes, labor disputes, or acts of military authorities occur, the USER'S event will be canceled at once. The KITSAP COUNTY PARKS DEPARTMENT will not, in any case, be held liable or responsible to the USER for any damage caused by said cancellations, and the KITSAP COUNTY PARKS DEPARTMENT will be relieved of any further liability. The USER will not claim compensation or damages against the KITSAP COUNTY PARKS DEPARTMENT. Any rental funds covering the cancelled portion of the USER'S event, for the reasons mentioned above, will be refunded to the USER.

### **ON-SET PRESENCE REQUIREMENTS**

#### **EVENT COORDINATOR ROLE**

Your EVENT COORDINATOR will assist you in selecting a PARK FACILITY, issuing the USER AGREEMENT, and managing any addendums or special attachments as needed. They will work with you to ensure you fully understand the USER AGREEMENT and answer any contractual questions you may have.

The EVENT COORDINATOR, or designee, will follow up with you after your event is completed to ensure its success and discuss any questions you may have about that specific event. They will also assist with booking future events. THE EVENT COORDINATOR will also help organize the PARK STAFF and services available throughout the County to ensure your event requirements are fully met. EVENT COORDINATOR is your primary contact once the USER AGREEMENT has been signed.

## **ON-SITE PRESENCE**

1. The USER or their authorized representative(s) are required to be always present at the PARK FACILITY during the following phases:
  - a. Event setup (move-in)
  - b. Event execution
  - c. Event teardown (move-out)
  - d. All inspections
2. Arrival and Departure Responsibilities: USER or authorized representative(s) must adhere to the "first to arrive, last to leave" principle, ensuring their presence before other personnel or VENDORS arrive for setup and remain on-site until all VENDORS have completed their teardown activities.
3. Security and VENDOR Oversight: The USER or their authorized representative(s) ensure site security, oversee VENDOR activities, and maintain a safe and organized environment throughout all event phases.
4. VENDOR Assistance Protocol: VENDORS requiring assistance or direction must seek support from the USER or their authorized representative(s). The USER or authorized representative(s) will contact the designated EVENT COORDINATOR as needed.
5. Event Communication: Upon receiving VENDOR assistance requests, the USER or authorized representative(s) will contact the designated EVENT COORDINATOR. The EVENT COORDINATOR will then direct the efforts of the PARKS STAFF.

## **SUPERVISION**

The USER must provide adequate supervision. Misuse of the PARK FACILITY or failure to conform to the regulations will be sufficient reason to deny and/or cancel any current or future reservations.

## **PERFORMERS**

The USER guarantees the appearance of any named performers advertised to appear at the event as specified. In the event an advertised performer cancels, the USER must place signs indicating outside the PARK FACILITY entrances and must make an official announcement before the start of the program. The USER must offer a bona fide 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 Department. The USER will pay all refunds and expenses of refund arrangements.

## **POST EVENT CLEAN UP**

USERS are responsible for cleaning the PARK FACILITY, including placing all garbage in the designated bins. If the designated bins are full, the USER is responsible for packing all additional trash out.

## **PROHIBITED ACTIONS**

### **PROHIBITED ITEMS**

If your event includes an athletic field, the following items are prohibited on athletic fields and sports facilities.

1. Dogs and any other animals (except for service animals)
2. Alcoholic beverages
3. Fireworks
4. Flammable liquids
5. Food and drink
6. Glass objects
7. Golf and use of golf equipment on athletic fields
8. Smoking, vaping, or using tobacco products of any kind

### **BALLOONS, CONFETTI, AND GLITTER**

No "lighter than air" (helium or metallic) balloons, confetti, or glitter are permitted in the PARK FACILITY and use of such will result in additional charges.

### **CAMPING/RV PARKING**

Camping is not allowed at the PARK FACILITY.

### **DRUGS**

As per Kitsap County Code 10.12.160, it is unlawful to bring into, possess, or consume in any PARK FACILITY any narcotic, hallucinogen, or any other drug or substance that may cause irrational or unnatural behavior if ingested, injected into, breathed, or otherwise administered to a human being or animal.

### **INFLATABLE STRUCTURES**

Please discuss this with your EVENT COORDINATOR. Additional insurance may be required if approved.

### **SMOKING OR VAPING**

The KITSAP COUNTY PARKS DEPARTMENT does not allow smoking or vaping in buildings and structures. Smoking or vaping is permitted outside buildings; however, to ensure that smoke does not enter buildings, smoking must occur at a

minimum reasonable distance of 25 feet from entrances, exits, windows, and air intakes.

## **RECYCLING**

Per RCW 70.93.093, all USERS who have VENDORS selling beverages in single-use aluminum, glass, or plastic bottles or in cans are required to participate in a recycling program. The KITSAP COUNTY PARKS DEPARTMENT will provide recycling stations where applicable. USERS will need to monitor and ensure participation. The USER will also be required to ensure that there is no cross-contamination (i.e., trash in the recycling bin or recycling in the trash bin). It is the USER'S responsibility to move items to the proper bins if they are placed in the wrong ones. Failure to do so will incur additional labor costs (\$100 per hour per PARK STAFF). USER and VENDOR are solely responsible for the proper disposal of collected recycling. In most cases, this will mean that the USER and/or VENDOR will need to remove items from recycling.

## **USE PERIOD AND TIME SCHEDULE**

The USER will move in, use, and occupy the PARK FACILITY following the dates and times indicated on the SCHEDULE CALENDAR. The USER will not extend the time for the occupancy or use of the PARK FACILITY for the installation or removal of equipment without the express written permission of the KITSAP COUNTY PARKS DEPARTMENT. Additional time will be charged at published rates. The USER expressly agrees that they will be liable for any damage or loss to any third party due to the USER occupying the PARK FACILITY beyond its move-out time. USER will pay and indemnify KITSAP COUNTY PARKS DEPARTMENT against any such loss, claim, or expenses by a third party so injured or in the event of any third party filing such a claim. USER may not trade or sublease their approved dates without prior permission from the KITSAP COUNTY PARKS DEPARTMENT. PARK FACILITY accepted bookings will be charged to the USER, whether used or not. Schedule changes need to be made in writing.

# **6. SPECIAL PARK EVENTS SPECIFIC RULES**

## **GARBAGE REMOVAL**

USER is responsible for providing garbage cans and removing all garbage from the PARK FACILITY. As a general rule, the USER should supply one garbage can per 30 people in attendance. THE USER is responsible for providing garbage bags and

emptying garbage cans throughout the event. Additional costs may be charged to the USER for failure to remove all trash after the event.

### **RACE ROUTE SIGNAGE:**

Event organizers must display clear and visible signage along the entire race route before the start of the event.

Signs must include directional arrows, distance markers, and any other relevant information to guide racers.

The LAYOUT and design of the signage must be approved by the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event date.

### **HAZARD AND CAUTION SIGNAGE:**

Caution signs warning of the race and potential hazards must be placed at all PARK FACILITY entrances and exits, parking areas, and other strategic locations to alert non-racers.

Signage should include messages such as “Race in Progress,” “Watch for Racers,” or similar warnings, as appropriate.

### **TRAIL MANAGERS**

Event organizers are required to assign Trail Managers to be stationed at all intersections within the race route and any other critical points identified by the KITSAP COUNTY PARKS DEPARTMENT.

Trail Managers must be identifiable (e.g., wearing high-visibility vests) and equipped to provide information, directions, and assistance to both racers and non-racers.

Trail Managers must also be trained to handle emergencies and have communication devices to contact event organizers or emergency services if necessary.

## **7. SAFETY AND SECURITY**

### **CROWD SAFETY ACCESS**

The USER agrees to sell tickets for and admit only the number of people specified in the negotiation of the USER AGREEMENT. The USER will ensure that attendees can safely and freely move about the PARK FACILITY at all times. USER will not permit chairs or obstacles in the passageways or emergency exits of the PARK FACILITY

and will keep clear all sidewalks, grounds, entries, passages, vestibules, and abutting streets and ways of access to the PARK FACILITY. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to require the doors to the public seating areas to be opened at a specified time before the event. The KITSAP COUNTY PARKS DEPARTMENT reserves the right to cancel an event at any time, in its sole discretion, should it become unsafe or pose a threat to public safety.

## **EMERGENCY AND VANDALISM**

The USER will call 911 during an emergency.

1. Once 911 is called, the USER will notify the KITSAP COUNTY PARKS DEPARTMENT.
  - a. If the emergency occurs during work hours (Monday – Thursday, 8:30 am - 5:00 pm and Friday, 8:30 am – 2:30 pm), the USER will contact the main number for the KITSAP COUNTY PARKS DEPARTMENT: 360-337-5350.
  - b. If the emergency occurs after hours during the evening or weekend, the USER will call the main number for the KITSAP COUNTY PARKS DEPARTMENT and leave a voicemail: 360-337-5350
2. USER representatives must be on-site during field rental periods to ensure parking areas are always clear for emergency vehicle access.
3. If vandalism is sighted, the USER will inform the KITSAP COUNTY PARKS DEPARTMENT at the phone number above.

## **FIRST AID**

The USER is responsible for providing First Aid Equipment and Supplies. Some significant events may require dedicated on-site First Aid personnel. In an emergency, the USER is encouraged to call 911 if needed. Please get in touch with your EVENT COORDINATOR for more information.

## **SECURITY AND POLICE**

USER may be required to hire a specified number of security personnel as outlined by your EVENT COORDINATOR and alcohol provider, who shall be provided by an approved security contractor(s) at the contractor's established rate. Please get in touch with your EVENT COORDINATOR for detailed information regarding the above requirement or if your event requires specialized security. No designation or approval of personnel by the KITSAP COUNTY PARKS DEPARTMENT will relieve the USER of any obligations hereunder. The USER further agrees to hire the minimum-security personnel deemed necessary by the Kitsap County Sheriff to ensure the

safety of invitees to the event and the PARK FACILITY. Security must be the last to leave the PARK FACILITY.

## **8. FACILITY CONDITIONS AND CLOSURES**

### **JANITORIAL SERVICE**

The KITSAP COUNTY PARKS DEPARTMENT does not provide PARK STAFF for Special Events in parks. The USER may request support from PARK STAFF, but it is based on PARK STAFF'S availability and will require an additional charge. The USER will submit a complete and detailed outline of the equipment required, including LAYOUT and other information necessary for the EVENT. This information must be available to the KITSAP COUNTY PARKS DEPARTMENT at least 45 days before the event. The EVENT COORDINATOR will be able to assist in identifying areas that have potential cost implications.

### **MOTORIZED VEHICLES**

All motorized vehicles owned by the KITSAP COUNTY PARKS DEPARTMENT are to be operated only by authorized KITSAP COUNTY PARKS DEPARTMENT personnel.

The USER is responsible for requesting specialized motorized vehicle access from the EVENT COORDINATOR at the PARK FACILITY. This includes, but is not limited to, driving motorized vehicles on grassy areas. These requests will be reviewed and permitted by the KITSAP COUNTY PARKS DEPARTMENT. Only authorized vehicles will be allowed specialized access to the PARK FACILITY, and access is subject to change based on the weather. The KITSAP COUNTY PARKS DEPARTMENT will flag and mark any hazards that should be avoided. The USER will be responsible for any damage caused to marked hazards.

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

### **PARKING**

The following rules and regulations apply to parking in the PARK FACILITY:

1. Parking will be in designated parking stalls or areas only. All improperly parked vehicles are subject to being towed at the owner's expense.
2. Vehicles will not park in front of access bollards or chains.

3. Parking or driving on fields or sports facilities and walkways is not allowed unless prior arrangements have been made with the KITSAP COUNTY PARKS DEPARTMENT.
4. Parking availability is not exclusive to the USER and must be shared with other park visitors.
5. The KITSAP COUNTY PARKS DEPARTMENT is not responsible for vehicle loss, theft, or damage while parked on the property of the KITSAP COUNTY PARKS DEPARTMENT.
6. The EVENT COORDINATOR will determine the specific parking areas and entry and exit gates to be used for the event.
7. The EVENT COORDINATOR will assist with a parking plan but will not provide parking attendants or guides. Such individuals are the sole responsibility of the USER.
8. The EVENT COORDINATOR may request the USER to provide an off-site parking location if the size of the event is larger than the capacity of the PARK FACILITY parking lots.

### **RESTROOMS**

The KITSAP COUNTY PARKS DEPARTMENT will place sanicans at certain PARK FACILITIES that do not have a public restroom from April 1 through October 1 each year. The KITSAP COUNTY PARKS DEPARTMENT may provide sanicans outside this time frame, depending on what has been agreed to in the USER AGREEMENT. Please consult your EVENT COORDINATOR for more information.

Adequate and accessible restroom facilities are often limited or unavailable at event sites. In these cases, the USER must supply portable restrooms. Portable restrooms and hand-washing facilities are available from commercial VENDORS. The requirement for providing toilets is one for every 100 people.

### **ROAD CLOSURES**

Where an event proposes a road closure, the USER shall consult with Kitsap County Public Works, and the County Engineer may authorize a road closure as part of the approval of the SPECIAL PARK EVENT PERMIT. The County Engineer shall follow the Public Works Road Closure Policy procedures to issue the closure authorization.

### **STORAGE**

The USER must notify the KITSAP COUNTY PARKS DEPARTMENT if they intend to deliver the property to PARK FACILITY before an event. If such deliveries become necessary, it is the USER'S full responsibility to provide storage for the property. The

USER must have adequate insurance for such property, which will be delivered up to three days before the event's opening. The KITSAP COUNTY PARKS DEPARTMENT, its officers, agents, or employees will not be liable for any loss, damage, or injury to the USER'S property while on the PARK FACILITY.

## **WATER**

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

## **9. DAMAGES, CONDUCT AND ENFORCEMENT**

### **ANIMALS**

Animals must be kept on a leash and under the owner's control at all times. Animals are not allowed in restrooms or children's play areas; all pet waste must be disposed of appropriately.

### **COMPLIANCE WITH LAWS**

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

The USER will comply with all applicable provisions of the Americans with Disabilities Act (ADA) 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 AGREEMENT.

### **AMERICANS WITH DISABILITIES ACT**

KITSAP COUNTY PARKS DEPARTMENT supports compliance with the ADA. Some events may consider adding additional accessible restrooms. Handicap-accessible parking spaces or places will be marked and must be observed by all attendees. For specifics, please get in touch with the EVENT COORDINATOR.

### **CONDUCT OF PERSONS**

The USER will be solely responsible for the orderly conduct of all people using the PARK FACILITY by its invitation, either expressed or implied. The KITSAP COUNTY

PARKS DEPARTMENT reserves the right to eject or cause any person to be expelled from the PARK FACILITY due to unlawful conduct and/or trespass on the property. At the discretion of the Kitsap County Sheriff, the KITSAP COUNTY PARKS DEPARTMENT will determine the number of security officers necessary for a particular event. Said security will be paid at the sole cost and expense of the USER.

KITSAP COUNTY PARKS DEPARTMENT also reserves the right to deny future event bookings for a USER for any reason, including but not limited to public safety concerns, loss of GOOD STANDING, repeated violations of the terms or articles of the USER AGREEMENT, or situations where law enforcement is called to the scene to keep the peace.

### **CONTROL OF FACILITY**

The entrances and exits of the PARK FACILITY will be locked and unlocked at such times as may be required for the USERS' use. The USER must always place proper personnel at all entrances and exits when they are unlocked at their own expense. The KITSAP COUNTY PARKS DEPARTMENT and all duly authorized representatives of the KITSAP COUNTY PARKS DEPARTMENT will have the right to enter the PARK FACILITY at all times.

### **DAMAGES**

The USER is responsible for all damage to the PARK FACILITY, equipment, and property that occurred during their rental. This includes any damage to the PARK FACILITY through the negligence or intentional conduct of the USER, its members, participants, guests, or attendees.

The USER will reimburse the KITSAP COUNTY PARKS DEPARTMENT for any loss or damage to property caused by such use within 30 days of the billing date.

Also, the USER will be charged accordingly if additional services are required after an activity above routine maintenance.

The KITSAP COUNTY PARKS DEPARTMENT has the right to revoke any rental agreements issued due to a USER causing damage to a PARK FACILITY due to misuse or inappropriate behavior or activities.

### **ENTERTAINMENT MORALS**

No performance, exhibition, or entertainment will be given or held on the PARK FACILITY deemed illegal or contravening the KITSAP COUNTY PARKS DEPARTMENT policy of providing family entertainment events at a PARK FACILITY. The KITSAP

COUNTY PARKS DEPARTMENT expressly reserves the right to refuse the use of its facilities to any party proposing to conduct, promote, or sponsor an event inconsistent with this policy.

### **POST EVENT CLEAN UP**

No equipment, pallets, or waste materials may be left beyond the USER AGREEMENT timeframe, or charges may be incurred and charged to the USER at the sole discretion of the KITSAP COUNTY PARKS DEPARTMENT. Any damage, PARK FACILITY charges, excessive clean-up, or other costs incurred by the display, decoration, or labor contractor are the USER'S full responsibility. Please ensure your decorator reviews the above-mentioned rules and regulations to eliminate additional charges.

### **SOLICITING AND PROTESTING**

It is unlawful for any person to solicit alms or contributions for any purpose, whether public or private, or to expose or offer for sale any article or thing, nor shall any person station or place any stand, cart, or vehicle for transportation, sale or display of any such article or thing, except a licensed concessionaire acting by and under the authority of the KITSAP COUNTY PARKS DEPARTMENT Director.

### **USE OF FLAME OR FLAMMABLE MATERIALS**

The USER agrees not to stage any act or performance involving fire, flames, or explosive devices without obtaining the prior written permission of the KITSAP COUNTY PARKS DEPARTMENT. USER further agrees that it will not use any decorative materials prohibited by any applicable law, policy, regulation, or similar flammable or combustible materials on or about the PARK FACILITY. USER may request copies of KITSAP COUNTY fire regulations by contacting the Kitsap County Fire Marshal's Office at 614 Division St, Port Orchard, Washington 98366.

Specific LAYOUTS 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 PARK 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.

## 10. APPENDICES

### **RATES AND FEES**

Locations are subject to review and approval by the KITSAP COUNTY PARKS DEPARTMENT. Qualified non-profit organizations will receive a 25% discount on Special Park Event Type rental fees.

Please note: For commercial purposes, the use of the community building or shelter will incur additional charges, including rental fees for those buildings or shelters.

Also note: Those wishing to offer camps or other commercial programs in the parks not mentioned below should contact the EVENT COORDINATOR to determine the proper type of contract and pricing.

### **SPECIAL PARK EVENT TYPE FEE**

Bike Events	\$57/hour
Festivals and or Concerts	\$57/hour
Other Events	\$34/hour
Walking and Running Events	\$34/hour
Parking Lot Rentals	\$18/hour
Disc Golf Events	\$18/hour
Educational	\$18/hour

### **COMMERCIAL FILMING AND PHOTOGRAPHY FEE**



Photography and Videography	\$30/4 hours
-----------------------------	--------------

**MISCELLANEOUS FEES**

Admin Fee	\$25
Water access (if available)	\$75/day
Electricity access (if available)	\$75/day
Event Layout: Failure to provide an event layout 45 days before move-in or changes made after the floor plan is 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)	\$60/hour
Overtime: If the event fails to be offsite after the agreed-upon time outlined in the USER AGREEMENT	\$100/hour
Excessive Garbage Removal: Additional charge for removal of excessive trash, pallets, and other materials after the event.	Varies in the cost of removal by Waste Management

# Athletic Fields Rates and Fees

## Grass Fields

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Anderson Hill Field 1 Anderson Hill Field 2 Bloomquist Field 1 Bloomquist Field 2 Gordon Field 2 Lobe Field 1 Lobe Field 4 South Kitsap Regional Field 1 South Kitsap Regional Field 2 South Kitsap Regional Field 3 Veterans Memorial Field 1 Veterans Memorial Field 2 Veterans Memorial Field 3 Veterans Memorial Field 4 Veterans Memorial Field 5 Veterans Memorial Field 6	\$20/hour	\$18/hour	Increase based on research and comparisons to other Parks Departments' field rental costs. Additionally, it accounts for increases in labor costs and water utility costs.

## Synthetic Turf Fields

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Gordon Field 1	\$40/hour	\$40/hour	No Change

## Field Lights

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Gordon Field 1 Lobe Field 1 Lobe Field 4	\$25/hour	\$22/hour	Increase due to electric utility rate increases. The last rate increase for field lights was before 2019.

## Game Day Add-On Fees

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Gordon Field 1 Lobe Field 1 Lobe Field 4	\$30/game (Use of press box and scoreboard)	NA	Previously included in hourly rates. This format streamlines the process for both users and park staff.

## Miscellaneous

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Concession Stand Rental	\$35/day	\$35/day	No Change
Admin Fee	\$25/season	\$25/season	No Change

# Community Building Fees

## Non-Profit Organizations

A 25 percent discount on the PARK FACILITY rental fee (i.e., buildings) 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 a discount. All other rates and fees will NOT have this discount.

### Eagles Nest Community Building

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
<p>Eagles Nest Community Building 2,067 sq. ft (53' x 39')</p> <p>Tables and chairs are included in the rental. Established rates will apply to additional equipment and services.</p>	<p>\$600/day (Friday – Sunday) \$50/hour (Monday - Thursday), 3 hours minimum</p>	<p>SUMMER RATES May through September \$600 (Friday – Sunday) \$50/hour (Monday - Thursday)</p> <p>WINTER RATES October through April \$600 \$50/hour (three-hour minimum Friday - Sunday)</p>	<p>Eliminating seasonal rates and maintaining consistent rates throughout the year.</p>

### Island Lake Community Building

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
<p>Island Lake Community Building 1,302 sq. ft (57' x 32')</p> <p>Tables and chairs are included in the rental; established rates will be billed for additional equipment and services.</p>	<p>\$600/day (Friday – Sunday) \$50/hour (Monday - Thursday), 3 hours minimum</p>	<p>SUMMER RATES May through September \$600 (Friday – Sunday) \$50/hour (Monday - Thursday)</p> <p>WINTER RATES October through April \$600 \$50/hour (three-hour minimum Friday - Sunday)</p>	<p>Eliminating seasonal rates and maintaining consistent rates throughout the year.</p>

## Long Lake Community Building

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
<p>Long Lake Community Building 1,200 sq. ft (53' x 39')</p> <p>Tables and chairs are included in the rental; additional equipment and services will be billed per established rates.</p>	<p>\$600/day (Friday – Sunday) \$50/hour (Monday - Thursday), 3 hours minimum</p>	<p>SUMMER RATES May through September \$600 (Friday – Sunday) \$50/hour (Monday - Thursday)</p> <p>WINTER RATES October through April \$600 \$50/hour (three-hour minimum Friday - Sunday)</p>	<p>Eliminating seasonal rates and maintaining consistent rates throughout the year.</p>

## Miscellaneous Community Building Fees

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Admin Fee	\$25/event	\$25/day	No Change
Replacement Key: Failure to return key	\$100/key	\$100/ key	No Change
Post Event: Non-routine post-event clean-ups (Tape, Staples, Stains)	\$60/hour	\$45/hour	Increase in staff hourly wages

# Fairgrounds Rates and Fees

## Non-Profit Organizations

A 25 percent discount on the PARK FACILITY rental fee (i.e., buildings) 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 a discount. All other rates and fees will NOT have this discount.

### Kitsap Pavilion

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Kitsap Pavilion 48,000 sq. ft. (150' x 320') (Includes Adjacent Conference Room (616 sq. ft. [28' x 22']))	\$3,000/day	\$3,000/day	No Change
Kitsap Pavilion Move-in/out day for all events	\$800/day	\$800/day	No Change
Adjacent Conference Room Only 616 sq. ft. (28' x 22')	\$600/day \$50/hour	\$600/day \$50/hour	No Change

### Presidents' Hall

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Presidents Hall 19,000 sq. ft. (190' x 100') (Includes Kitchen Room (616 sq. ft. [28' x 22']))	\$1,300/day	\$1,200/day	Increased by \$100, as it was previously priced at \$ 0.06/sq ft. Industry standard is \$.07-\$.08/sq ft. \$1300 is \$.07/sq ft.
Presidents Hall Move-in/out day for all events	\$400/day	\$400/day	No Change

## Van Zee

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Van Zee 6,886 sq. ft (50' x 145')	\$600/day (Friday – Sunday) \$50/hour (Monday - Thursday), 3 hours minimum	\$600/day	Added hourly options that align with Community Building Rates.

## Barns

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Sheep Barn	\$200/day \$25/hour	\$150/day	Increased due to heat costs and added hourly rate options.
Cat Barn	\$150/day	\$150/day	No Change
Dog Barn	\$150/day	\$150/day	No Change
Goat Barn	\$150/day	\$150/day	No Change
Swine Barn	\$150/day	\$150/day	No Change
Blacker Barn	\$150/day	\$150/day	No Change
L Barn	\$150/day	\$150/day	No Change
E-Barn	\$150/day	\$150/day	No Change
Rabbit Barn	\$150/day	\$150/day	No Change
Pet Me Farm	\$150/day	\$150/day	No Change

## Open Spaces

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Presidents' Hall Lawn	\$350/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Concert Park Field	\$550/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
North Campground	\$800/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Callison Campground	\$800/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Lower Bowl -Boand side	\$1000/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Eagles Nest Upper Parking Lot	\$150/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Gordon Field Parking Lot	\$1050/day \$18/hour (4 hours or less)	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Pavilion South Parking Lot	\$250/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Pavilion North Parking Lot	\$265/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Pavilion East Parking Lot	\$950/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Eagles Nest Lower Area	\$1225/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Goat and Sheep Arena	\$75/day	NA	New fee: Open space is being assessed at \$0.01 per square foot.
Fairgrounds Picnic Shelter (Support Use only)	\$80/day	\$40/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

Fairgrounds Log Picnic Shelter (support Use only)	\$120/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.
Fairgrounds Closure Surcharge*	\$5,000/day	NA	Created as a road closure for an outdoor event, eliminates our ability to rent facilities on the fairgrounds.
*The fee is for the permitted closure of Fairgrounds Road NW, Nels Nelson, and/or Tibardis Road, which eliminates our ability to rent other buildings or areas. The fee for the closure permit is through Public Works at the rate they charge.			

DRAFT

# Fairgrounds Equipment Rates and Fees

## Bleachers

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
24 Seating Capacity (8 available)	\$50/each	\$50/each	No Change
260 Seating Capacity (2 available) Does not include equipment operator fee.	\$250/each	\$250/each	No Change

## Chairs

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
Upholstered Inside Use Only - Blue, Red, or Grey	\$2/each	\$2/each	No Change
White Wooden Folding Chairs	\$2/each	\$2/each	No Change
White Resin Folding Chairs	\$2/each	\$2/each	No Change

## Tables

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
6' Banquet	\$8/each	\$8/each	No Change
8' Banquet	\$8/each	\$8/each	No Change
48' Round	\$8/each	\$8/each	No Change
60' Round	\$8/each	\$8/each	No Change

## Electrical

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
Spider Box and Junction Boxes	\$100/each	\$70-\$100	Combining the rental of the spider box and the necessary electrical booth cords into one fee. Accounts for electrical utility rate increases.

## Booth – Pipe and Drape

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
10 x 10 Booth	\$30	NA	New Equipment
10 x 20 Booth	\$50	NA	New Equipment
Pipe and Drape wall	\$2.50/ linear foot	NA	New Equipment

## Fencing

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
Metal Fence Panels	\$10/panel	NA	New Equipment

## Equipment Operator

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
Staff and Equipment Operator (Backhoe, Forklift, SkyTrac, Dump Truck, Water Truck, Grader, Truck w/ Lift, Truck w/ w/Hitch)	\$100/hour (2-hour minimum)	\$72/hour	Increased fees due to rising labor and gas costs.

## Athletic Clocks

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
Scoreboard	\$25/event	\$25/event	No Change
Wrestling Clocks	\$25/clock per event	\$25/clock per event	No Change

## Staging

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
2' Staging (12 available – 6' x 8')	\$25/panel	\$25/panel	No Change

## Stalls and Pens

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
Stall/Pen	\$12/Stall (Does not include equipment operator fee)	\$12/Stall	No Change

## Ticket Booths

EQUIPMENT	PROPOSED FEE	CURRENT FEE	NOTES
Ticket Booth – Portable	\$40/day. Does not include equipment operator fee.	\$40/day	No Change

## Miscellaneous

FEE TYPE	PROPOSED FEE	CURRENT FEE	NOTES
Admin Fee	\$25	\$25	No Change
Floor Plan: Failure to provide a floor plan 45 (forty-five) days	\$100	\$100	No Change

before move-in or changes made after the floor plan is submitted			
Animal Waste: Placing animal waste in non-designated areas	\$100/occurrence	\$100/occurrence	No Change
Post Event: Non-routine post-event clean-ups (Tape, Staples, Stains)	\$60/hour	\$45/ hour	Increase in staff hourly wages
Overtime: If the event fails to be offsite after the agreed-upon time outlined in the USER AGREEMENT	\$100/hour	\$90/hour	Increase in staff hourly wages
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	Varies on the cost of removal by Waste Management	No Change
Replacement Key: Failure to return key	\$100/key	\$100/key	No Change
Damage Fee: This <b>does not</b> constitute a sale of the item to the USER.	100% of the repair or replacement	NA	New Fee
Storage Fee	\$200/day	NA	New Fee

## Overnight Camping

FEE TYPE	PROPOSED FEE	CURRENT FEE	NOTES
RV Space Rental 1-25 units	\$35 per unit per event	\$29/night per space	Increased due to labor costs and electricity charges.
RV Space Rental 26-50 units	\$875 Flat Fee per event	\$29/night per space	Easier for staff to manage and users to plan and budget.
RV Space Rental 51+ units	\$1750 Flat Fee per event	\$29/night per space	Easier for staff to manage and users to plan and budget.

# Picnic Shelter Fees

## Non-Profit Organizations

A 25 percent discount on the PARK FACILITY rental fee (i.e., buildings) 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 a discount. All other rates and fees will NOT have this discount.

### Group A Standard Shelter; Electrical and Water Access

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Buck Lake Picnic Shelter Island Lake Picnic Shelter Salsbury Point Picnic Shelter Silverdale Waterfront Picnic Shelter	\$160/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### Group B Standard Shelter; No Electrical and Water access

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
South Kitsap Regional Picnic Shelter Wildcat Lake Picnic Shelter	\$120/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### Group C Small Shelter; No Electrical and Water access

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Harper Picnic Shelter Silverdale Waterfront Gazebo	\$80/day	\$40/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

## Picnic Shelters by Location

### Buck Lake Park Picnic Shelter (Seats approximately 64)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Buck Lake Park Picnic Shelter Eight picnic tables Two light fixtures One electrical outlet Two group BBQs	\$160/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### Harper Park Picnic Shelter (Seats approximately 16)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Harper Park Picnic Shelter Two picnic tables	\$80/day	NA	Changed to a daily rate due to the ability to only book the shelter once a day.

### Island Lake Park Picnic Shelter (seats approximately 80)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Island Lake Park Picnic Shelter Ten picnic tables Two light fixtures Three electrical outlets Two group BBQs	\$160/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### Salsbury Point Park Picnic Shelter (seats approximately 48)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Salsbury Point Park Picnic Shelter Six picnic tables One electrical outlet One group BBQ One small BBQ	\$160/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### Silverdale Waterfront Park Picnic Shelter (seats approximately 96)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Silverdale Waterfront Park Picnic Shelter Twelve picnic tables Eight light fixtures Four electrical outlets on the countertop Eight electrical outlets Sink with water access One group BBQ	\$160/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### Silverdale Waterfront Park Gazebo (Seats approximately 16)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Silverdale Waterfront Park Gazebo Two picnic tables	\$80/day	\$40/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### South Kitsap Regional Park Shelter (Seats approximately 48)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
South Kitsap Regional Park Picnic Shelter Six picnic tables	\$120/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

### Wildcat Lake Park Shelter (Seats approximately 48)

FACILITY	PROPOSED FEE	CURRENT FEE	NOTES
Wildcat Lake Park Picnic Shelter Six picnic tables	\$120/day	\$60/4 hours	Changed to a daily rate due to the ability to only book the shelter once a day.

Miscellaneous Fees

FEE TYPE	PROPOSED FEE	CURRENT FEE	NOTES
Admin Fee	\$25	\$25	No Change

DRAFT

# Special Park Event Fees

## Non-Profit Organizations

A 25 percent discount on the PARK FACILITY rental fee (i.e., event type) 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 a discount. All other rates and fees will NOT have this discount.

## Special Park Event Type

EVENT TYPE	PROPOSED FEE	CURRENT FEE	NOTES
Bike Events	\$57/hour	NA	Developed based on comparisons and cost-of-living adjustments.
Festivals and or Concerts	\$57/hour	NA	Developed based on comparisons and cost-of-living adjustments.
Other Events	\$34/hour	NA	Developed based on comparisons and cost-of-living adjustments.
Walking and Running Events	\$34/hour	NA	Developed based on comparisons and cost-of-living adjustments.
Parking Lot Rentals	\$18/hour	NA	Developed based on comparisons and cost-of-living adjustments.
Disc Golf Events	\$18/hour	NA	Developed based on comparisons and cost-of-living adjustments.
Educational	\$18/hour	NA	Developed based on comparisons and cost-of-living adjustments.

## Commercial Filming and Photography

EVENT TYPE	PROPOSED FEE	CURRENT FEE	NOTES
Photography and Videography	\$30/4 hours	NA	Developed based on comparisons and cost-of-living adjustments.

## Miscellaneous Fees

FEE TYPE	PROPOSED FEE	CURRENT FEE	NOTES
Admin Fee	\$25	\$25	No Change
Water access (if available)	\$75/day	NA	Accounts for usage and staff labor for set-up.
Electricity access (if available)	\$75/day	NA	Accounts for usage and staff labor for set-up.
Floor Plan: Failure to provide a floor plan 45 (forty-five) days before move-in or changes made after the floor plan is submitted	\$100	\$100	No Change
Animal Waste: Placing animal waste in non-designated areas	\$100 per occurrence	\$100 per occurrence	No Change
Post Event: Non-routine post-event clean-ups (Tape, Staples, Stains)	\$60/hour	\$45/hour	Increase in staff hourly wages
Overtime: If the event fails to be offsite after the agreed-upon time outlined in the USER AGREEMENT	\$100/hour	\$90/hour	Increase in staff hourly wages
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	Varies on the cost of removal by Waste Management	No Change