

# RENTAL PERMIT AGREEMENT SCHURMAN ROCK, GLACIER SLAB General Terms and Conditions Attachment



CAMP LONG  
ENVIRONMENTAL  
LEARNING CENTER  
5200 35<sup>th</sup> Ave SW, Seattle WA 98126  
Phone: (206) 684-7434; Fax: (206) 684-7435  
Email: [camplong@seattle.gov](mailto:camplong@seattle.gov);



---

## Private Rentals

Private rentals are weekdays of operation before 4 pm and two hours maximum on Saturdays and Sundays, unless other arrangements have been made. There is an additional after-hours staffing fee for summer evenings after the park closes from 6:00 p.m. to 9:00 p.m. Generally speaking, the maximum number of people using the rock or glacier simultaneously is 12 to 15. Larger groups may be accommodated with prior arrangements.

1. **Retain Permit:** Permittee must retain a copy of this permit on the premises throughout the scheduled event.
2. **Laws and Rules:** The Permittee shall comply with all state laws, City ordinances, regulations of the Superintendent of Seattle Parks and Recreation applicable to activities in City parks, and any lawful order of a Departmental representative made to prevent injury or damage. No lewd conduct or gambling devices are permitted on the premises.
3. **Condition of Premises:** By entering into possession, the Permittee accepts the premises in their present condition. The Permittee may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit, the Permittee shall promptly return the premises in as good condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.
4. **Approval Required:** The following activities are NOT ALLOWED without advance written approval from Seattle Parks and Recreation: the sale of food, beverages, goods or merchandise; any sound amplification; charging admission or fees for services; alteration, painting, or construction of any Seattle Parks structure (if applicable, see Attach. 2).
5. **Responsibility:** The Permittee assumes responsibility for all activities it conducts during the event, including but not limited to, supervision and control to prevent injury or damage; maintenance of the premises during the use; picking up debris and refuse; and Permittee will remain on site and take responsibility for the listed group's for the duration of the rental agreement. Before using the structures, the Permittee will have every climber in the group sign either an adult waiver form or a minor waiver form and have it turned in to Camp Long Administrative Assistant in order to climb. Seattle Parks and Recreation disclaims any liability from, and the Permittee agrees not to hold Seattle Parks and Recreation liable for, all harm that may arise from the event authorized by this permit.
6. **Departmental Access:** Seattle Parks and Recreation authorized representatives shall have free access to the premises at any and all times. Seattle Parks and Recreation may make repairs or alterations to the premises during the use period as long as the same does not unreasonably interfere with the use of the premises for the planned event. As determined by the Superintendent of Seattle Parks and Recreation, Parks staff may interfere with the Permittee's use of the premises for repair and alteration work resulting from an emergency.

# RENTAL PERMIT AGREEMENT SCHURMAN ROCK, GLACIER SLAB

## General Terms and Conditions Attachment

7. **Cancellation, Relocation by Department:** Seattle Parks and Recreation may, without liability, upon giving as much advance notice to the Permittee as practical, cancel or terminate this Permit if the premises are closed for repairs, necessary utilities or services cannot be supplied or a supervening order of a governmental officer or agency makes it necessary.
8. **Revocation:** Seattle Parks and Recreation may revoke a permit and/or stop a use in progress if the Permittee fails to comply with any State laws, City ordinances, including Seattle Municipal Code 25.08.520 (noise ordinance), the rules and regulations of the Superintendent of Seattle Parks and Recreation, the terms and conditions of this permit or an approval required under Section 4; the Permittee fails to secure a necessary permit; and/or after a warning, the Permittee disregards a lawful order of an authorized representative of Seattle Parks and Recreation or engages in activity that may cause injury to the public or damage to the premises.
9. **Bond or Deposit:** A performance bond or cash deposit of \$50 is required and held in trust for performance or payment of certain charges. This may be required when an event presents a risk of damage to City Property, or if the applicant has previously held an event that violated the Seattle Parks Code. The performance bond is released if the terms and conditions of a permit are fully performed and a cash deposit is returned by check from the Finance Director's Office. If a permit is not performed fully, expenses incurred or damages sustained may be charged against the bond.
10. **No Assignment:** This permit and the permission granted may not be assigned, nor the premises sublet, without the prior written consent of the Department.
11. **Indemnity:** The Permittee shall indemnify and hold the City of Seattle free and harmless from any and all claims, demands, losses and damages, actions of judgments of every kind and description on account of death, injury or disability of any person and/or damage to any property suffered as a consequence of or arising or resulting, directly or indirectly, from any act or omission of the Permittee on or about the premises during the Permittee's occupancy or use thereof or arising, directly or indirectly, out of or suffered by any person by reason of or in connection with any actions of omissions of said Permittee.

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

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

12. **Insurance:** The Permittee shall be required, at its sole cost and to secure and maintain continuously throughout the period of the event (including any move-in and move-out period) a policy or policies of insurance during the term of the Contract, known as:
  - a) **Commercial General Liability (CG 00 01)/Comprehensive Personal Liability (HO3)**, written on an insurance industry standard occurrence form as referenced, or equivalent, including premises/operations; products/completed operations; personal/advertising injury; contractual liability; and independent contractors liability. The minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$1,000,000 general, products/completed operations aggregate.
  - b) If any vehicle is used in the conduct of the Permittee's business, a policy **Automobile Liability (Business/Personal)**-written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for Bodily injury and property damage shall be \$1,000,000.

**RENTAL PERMIT AGREEMENT SCHURMAN ROCK, GLACIER SLAB  
General Terms and Conditions Attachment**

- c) The permit holder shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The permit holder shall be responsible for Workers' Compensation Insurance for any subcontractor it may use or hire for purposes of this permit activity. The permit holder also waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance of the Revised Code of Washington.
- d) The insurance required under items (a) and (b), above, shall be endorsed to include The City of Seattle, its officers and agents as an Additional Insured on ISO form CG2026 (or equivalent), and shall not be reduced or cancelled without forty-five (45) days prior written notice to the City.
- e) The Permittee's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the Permittee's insurance.
- f) **Evidence of Insurance** - No use of the premises shall be permitted until the Department receives a certificate of insurance and the appropriate additional insured endorsement(s) in connection with the intended use.

**The following documents must be provided as evidence of insurance coverage:**

A signed Certificate of Insurance, showing the policies' numbers, ISO form numbers, any deductible or self-insured retention, effective dates, limits of liability sorted by required coverage type, name and dates of events. Specific or unusual exposure coverage required by the permit should be stated. Certificate holder must be "City of Seattle." AND a copy of the actual endorsement naming the "City of Seattle" as an Additional Insured, showing the policy number and signed by an authorized representative of the insurance company, on Form CG2026 (ISO) or equivalent.

**Use Permits will not be issued without approved insurance.**

**I, as a renter, have read and understood this agreement and have accepted responsibility for the terms listed. I accept responsibility for any damages to equipment or to the facility that occur in association with my use of the facility. I understand that any Facility Supervisor has the right to close the facility during a rental if he or she determines a situation to be unsafe. I hereby certify that I am an authorized representative of the organization or individual named in the permit. I agree to be bound by the regulations and policies of Camp Long and Seattle Parks and Recreation.**

**Renter**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Staff**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_