



Special Event Permit

TERMS AND CONDITIONS

File # [FILE NUMBER]

EVENT NAME:

LOCATION:

DATE(S):

PERMITEE:

ORG/AFFILIATION:

PHONE:

EMAIL:

ADDRESS:

CITY, STATE, ZIP:

Permission is granted to: Hold [EVENT] on [DATE], using [DESCRIPTION OF PARKS USE, STREET USE, ETC].

- This event is authorized to begin at [TIME] on [DATE], and end by [TIME] on [DATE].
- Street use is authorized to begin at [TIME] on [DATE], and end by [TIME] on [DATE].
- Park use is authorized to begin at [TIME] on [DATE], and end by [TIME] on [DATE].
- A Temporary Noise Variance has been granted for this event for [TIME] to [TIME] on [DATE].
- Attendance is anticipated at [QTY] participants and [QTY] spectators.
- [OTHER EVENT SPECIFIC INFORMATION AND CONDITIONS]
- Permittee is required to provide written notification of the event to residents and businesses that are affected by the special event. This written notification shall include the name and phone number of a knowledgeable event person who can answer questions about the event to voice concerns before, during and after the event.
- Permittee shall provide monitors with fluorescent orange vests to be located at all "Street Closed" signs or other designated intersections to assist motorists. Approved vehicles shall enter closure area only under direction of monitors or Seattle Police officers.
- Permittee shall implement traffic and parking control per the Seattle Department of Transportation Traffic Control Plan (Attached).
- Permittee shall pay the Seattle Department of Transportation for any use of metered on-street parking spaces.

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- Permittee is prohibited from placing any civilians into an active intersection to control vehicular or pedestrian traffic.
- Parking control and barricading are the Permittee's responsibility and at Permittee's cost.
- The company or individual is responsible for setting up no-parking barricades to prevent parking. Permittee may find barricade companies by looking in the yellow pages under the subject *Barricades*. The no-park must be in place a minimum of 72 hours in advance, and verified by the person or company setting out the barricades (the verification form can be filled out on-line at <http://web1.seattle.gov/sdot/nopark>). The time and date that parking restrictions are in effect must be clearly written on the barricades. If vehicles are found inside the barricaded area, with a valid permit, call (206) 625-5011 for police to issue a citation. It is illegal to tow a vehicle from a public street unless a citation has been issued. The company will be held responsible if cars are towed illegally.
- Permittee must have in possession and shall comply with the requirements of this and all required permits at all times.
- Tents up to 400 square feet (20'x20') with walls do not require Fire permits. Tents up to 700 square feet without walls do not require Fire permits. (This includes large groups of small canopies placed adjacent to one another). All other tents require Fire permits.
- Permittee at all times during the event must maintain a 20-foot wide fire lane for emergency vehicle access.
- Permittee is required to obtain permits from the Seattle Fire Department for all open flame cooking including that with wood, liquid petroleum gas or charcoal.
- Permittee is required to provide at least one fire extinguisher with a minimum UL classification of 2A 40BC per every 75 feet of travel distance and at all stages. (NOTE: For run/walk events, this applies only to the assembly areas at the beginning and end of the run/walk, and does not apply to the run/walk course.)
- Seattle Fire Department will provide a Medic Unit on site that shall be paid by the Permittee unless equivalent service is provided and approved by the Fire Department.
- For any beer garden, Permittee must provide the Fire Department with a schematic diagram showing the dimensions, dimensions of exits/entrances, the square footage, the dimensions of any structures within the fenced area, and the number of exits. Permittee must ensure that monitors are on site at the beer garden to monitor the occupancy load at all times during the operation. Permittee must be in compliance with all Washington State Liquor Control Board policies and laws at all times.
- A permit is required from the Washington State Liquor & Cannabis Board for beer or wine garden operation. Permittee is required to provide appropriate security personnel at all times during the event at his/her expense.

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- All amplified sound must remain within the limits of the Seattle Noise Ordinance (Seattle Municipal Code (SMC) Chapter 25.08) at all times during the event. Amplified sound is not permitted prior to 9:00 a.m. on Saturday and Sunday, and 7:00 a.m. Monday through Friday. All amplified sound must stop by 10:00 p.m. A Seattle Department of Construction and Inspections Noise Variance Permit is required for any amplified sound prior to 9:00 a.m. on Saturday and Sunday, and 7:00 a.m. Monday through Friday, or after 10:00 p.m. on any day.
- Portable generators over 5 kilowatts and stages/scaffolding higher than 4 feet in height require permits from the Seattle Department of Construction and Inspections.
- If an admission fee is charged, admission tax due under SMC Chapter 5.40 must be paid to the Department of Finance and Administrative Services following the event. Permittee shall comply with the provisions of SMC 5.40.070.
- All vendors must have valid Seattle Business or Tradeshow License, where applicable. Permittee is required to provide a list of vendors to the Special Events Office for review by the Department of Finance and Administrative Services prior to the event.
- Vendors must restrict sales within the boundaries of the event. Permittee is responsible for all damage caused by vendors.
- All vendors within the event boundaries must be approved by the Permittee.
- Food handlers must have current permits from the Public Health-Seattle & King County. A completed Coordinator's Checklist must to be sent to Public Health prior to the event.
- Permittee shall ensure food handlers have hand-washing facilities with hot water pursuant to Seattle/King County Health Department requirements.
- Permittee/User shall clean the event locations and surrounding area of all garbage resulting from the event, including bagging and removing the garbage from all such areas at the Permittee's expense following the event. Permittee is required to provide garbage receptacles and service those receptacles during the event so that garbage does not overflow during the event.
- Permittee shall obtain and maintain continuously, at its own expense, and file with the Committee, evidence of any applicable policy or policies of insurance as required and approved of by the City's Risk Manager, including but not limited to comprehensive general liability insurance and automobile insurance.
- Permittee shall follow the security, communication, sanitation and site plans detailed out in the special event committee review meeting and noted on the event application.
- Permittee shall comply with all other applicable City, state and federal laws, rules and regulations.

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- Permittee shall comply with all applicable provisions of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* (“ADA”). Permittee shall take no action that prevents, impairs or interferes with measures or conditions necessary for compliance by the City with the ADA.
- Permittee shall not discriminate against any person because of disability, race, religion, color, sex, national origin, ancestry, or age in the admission to, access to, or operations of its programs, services, or activities pertaining to the permitted event.

Attached: Seattle Parks Use Permit
 Seattle Police Department Parade Permit
 Seattle Department of Transportation Traffic Control Plan
 Seattle Department of Construction and Inspections Temporary Noise Variance
 Seattle Harbor Patrol Memo

INDEMNIFICATION OBLIGATIONS

The Permittee shall indemnify and hold the City harmless from any claims, actions, damages, expenses, loss, or liability for which permittee is responsible under law resulting from the willful or negligent acts or omissions of the Permittee, its officers, agents, or employees in connection with the permitted event or activity.

If any lawsuit based upon any claim, action, loss, damage, expense, loss, or liability is brought against the City where the sole basis of the City’s liability is the granting of this permit, the Permittee after being notified that a lawsuit has been started, shall defend the lawsuit at no expense to the City; and if in the lawsuit a final judgment is rendered against the City or against the City and the Permittee jointly, the Permittee shall promptly satisfy the judgement.

If any third-party claim, action, loss, damage, expense, loss, or liability is unrelated to the exercise of First Amendment rights of any party and is based on the Permittee’s failure to meet Permit conditions, the Permittee or its insurer shall defend the City at no expense to the City. To the extent the Permittee or any other party is held responsible for the third-party’s damages, the City shall bear no responsibility for the damages.

Nothing in this indemnification shall require the Permittee to indemnify the City for harm to the Permittee or any third-party caused by the negligent acts or omissions of any City officer, employee, or agent acting within the scope of said individual’s employment.

Nothing in this indemnification shall require the Permittee to indemnify the City resulting from: (1) any claims for loss or damage related to listeners' reactions to the lawful exercise of the Permittee’s First Amendment rights; (2) any claim or action brought against the City by the Permittee for violating its First Amendment rights; (3) any claim or action for damages caused by third-parties, including counter-protesters, or other persons who are not part of or within the control of the Permittee’s organization or employees.

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THIS PERMIT SHALL BE TEMPORARY AND SUBJECT TO REVOCATION BY THE SPECIAL EVENTS COMMITTEE.

Permittee/Agent (Signature) Date

Special Events Committee Chair Date

SAMPLE