



TRESPASS WARNING & ENFORCEMENT AUTHORIZATION

FR# _____

The following Agreement is entered into between the Seattle Police Department and Proprietor:

PLEASE PRINT

A. Definitions

- The "Property" means the _____ located at _____ in Seattle WA. _____
(Name of Business) (Street Address) (Zip Code)
- The "Proprietor" means (name) _____ the (circle one) **owner** or **operator** of the Property.
- Proprietor's "Agent" means an agent of Proprietor who has been delegated the authority to revoke an individual's permission to enter onto or remain on the Property.
- The "Conditions of Entry" are the terms and conditions under which members of the general public may enter onto or remain on the Property. The following Conditions of Entry shall apply to the Property:
 - The property is reserved for the use of patrons and customers only
 - All violations of the Seattle Municipal Code and Revised Code of Washington are prohibited
 - No entry after business hours without permission of owner.
- A "Warning" is a trespass warning issued by SPD pursuant to this Agreement.
- A "Recipient" is an individual to whom a Warning has been issued by SPD.
- "SPD" means the Seattle Police Department including all sworn police officers.

B. Recitals

- Proprietor owns or operates the Property within the City of Seattle.
- Part or all of the Property is commonly open to the general public subject to the Conditions of Entry.
- Proprietor reserves the right to revoke the permission for specific individuals to enter onto or remain on the Property for any purpose or at any time.
- Proprietor requests that SPD assist in communicating that the permission for individuals to enter or remain on the Property has been revoked when the Conditions of Entry have been violated.
- In order to maintain general public safety and deter and prevent crime on private property, SPD agrees to assist Proprietor in enforcing the Conditions of Entry for the Property.

C. Terms

- Proprietor shall clearly and conspicuously post the Conditions of Entry Sign at or near all public entrances and other areas so that the public is provided with notice of those conditions.
- Proprietor authorizes SPD to enter onto all areas of the Property commonly open to the public without further consent of Proprietor.
- Proprietor hereby grants to SPD the authority to issue a warning whenever SPD finds that an individual has violated any Condition of Entry Sign. The Warning will state that if the Recipient returns to the Property in the future and violates any of the Conditions of Entry, the Recipient may be arrested and prosecuted for the crime of criminal trespass. SPD may not issue a Warning pursuant to this Agreement for any reason other than the Recipient's violation of the posted Conditions of Entry.
- After receiving a trespass warning, if the recipient enters onto or remains on the Property and violates any of the Conditions of Entry, the recipient's permission to remain on the property is immediately revoked and SPD may arrest recipient for criminal trespass pursuant to SMC 12A.08.040/RCW 9A.52.070/RCW 9A.52.080. SPD may arrest the individual without first issuing a warning if the individual was found on the property after business hours and knew that s/he was not permitted to be on the property or if the individual is engaged in any other criminal conduct. Proprietor agrees to cooperate and assist in the prosecution of criminal offenses occurring on the property.
- SPD will provide a copy of the Warning to the Recipient. SPD will maintain a record of each Warning as long as this agreement is valid.
- SPD may issue a Warning without the express consent of Proprietor. However, Proprietor or Proprietor's Agent may instruct SPD not to issue a Warning to an individual who has otherwise violated the Conditions of Entry. Proprietor may revoke or terminate any Warning issued by SPD at any time and for any reason by providing notice to SPD through the email address provide below, by mail or in person. It will take up to 3 working days to process the request.
- Nothing in this Agreement shall affect Proprietor's authority to lawfully revoke the permission of any individual or the general public to enter onto or remain on the Property.
- Nothing in this Agreement shall limit SPD's law enforcement authority, including SPD's authority to enforce criminal trespass laws in the absence of a Warning.
- Nothing in this Agreement shall impose any law enforcement duties upon SPD that do not otherwise exist under local, state, or federal law. SPD makes no warranty to Proprietor as to the frequency with which it will enforce Proprietor's Conditions of Entry. Enforcement levels and practices will depend upon available law enforcement resources and other law enforcement needs and are at the sole discretion of SPD.
- This Agreement shall remain in effect until either Party terminates this Agreement. Either Party may terminate this Agreement at any time and for any reason by sending written notice to the other Party. Upon termination of this Agreement, all Warnings issued pursuant to this Agreement shall be void.

EXECUTED this _____ day of _____, 201_____.

Conditions of Entry Sign Posted

(Signature)
Seattle Police Department Representative

(Signature)
Owner/Proprietor

Name: _____ Serial# _____

Name: _____

- NPrecinctTrespassProgram@seattle.gov
- WPrecinctTrespassProgram@seattle.gov
- SPrecinctTrespassProgram@seattle.gov
- SWPrecinctTrespassProgram@seattle.gov
- EPrecinctTrespassProgram@seattle.gov

DOB: _____ Sex: _____ Race: _____

Home Address: _____
(street,city,zip)

Cell/Home Phone: _____

Supervisors Approval: _____
(Name/Serial)

Business Phone: _____