



Special Event Permit Application

Looking for that special venue to make lasting memories for large gatherings, athletic events, festivals and shows for crowds of all sizes, Whatcom County Parks & Recreation has something for everyone. The following pages include Whatcom County Parks and Recreation Special Permit information, application and instructions to help guide you through the permit process.

Introduction

In general, Special Event Permits are needed for any organized activity that is open to the public, event that requires exclusive use of the park, area, or facility, requires services or facilities not normally available to the general public, may disrupt or interfere with the public's regular use of the facility or sales of alcohol, food/beverages or merchandise.

Whatcom County Parks & Recreation begins accepting Special Event Permit applications every year in November for the following year. Applications must be submitted at least 60 days prior to the desired event date. For more information or to obtain an application visit our website at: www.co.whatcom.wa.us/parks or contact the Parks Operations Manager at 360.733.2900.

Procedure

The permit application process begins when you submit a completed Special Event Permit application along with a non-refundable \$50.00 application fee. The acceptance of your application is not to be construed as final approval or confirmation of your request. Your application is reviewed and you will be contacted by our department within 10 business days to discuss your event, including park availability, conditions and permits required for the event, and insurance requirements. If approved, the event organizer will receive a Special Event Permit. All Special Events are approved on a first come, first served basis subject to availability and compatibility with the park area.

Your Responsibilities

Your main responsibility is to communicate clearly with staff in making your event the best and safest it can be. Normally, county staff and equipment cannot be used to support a Special Event. Event sponsors are responsible for set up and clean up, traffic and crowd control, paying for private security, waste removal, additional restrooms (if required), and any additional permits. A Certificate of Insurance with a copy of endorsements is required for all events. All races and athletic events and competitions will require submitting liability release waivers from all participants, volunteers and event organizers. It is your responsibility to comply with all Local, County, State, and Federal regulations.

Fees

There is a \$50.00 non-refundable application review fee. Other fees will apply based on the needs of your event, impact to the park, and number of participants. Some locations require a \$28.00 fee to open and close the facility. Events that are open to the public, in a secure building, or require dedicated staff time may require an additional \$14.00 hourly fee. Fees are due in full prior to the event as outlined in the approved Special Event Permit.

B. SCOPE

Will admission, fees or donations be collected, or any items, product or services sold? YES___ NO___

If YES, describe: _____

- Attach entry and gate fee schedule if applicable:

Please check each activity that will occur at the proposed event and add additional activities not listed.

- Retail or wholesale sales
- Food sales Pre-packaged: _____ Prepared on site: _____
- Non Alcoholic beverage sales
- Other

Alcoholic beverage consumption and / or sales will require a Washington State Liquor Control Board permit or license (<http://www.liq.wa.gov/licensing/special-licenses-and-permits>)

- Alcoholic beverage sales (Contact Washington State for Licensing and/or permits)
Describe serving containers(s) _____
- Alcoholic Beverages will be served and/or consumed but not sold.

- Carnival-type rides or amusements (RCW 67-42)
- Music Live: _____ Recorded: _____ Amplified/PA: _____
 - Describe number of musicians, group and type of music: _____

- Dancing or performances
- Tents, canopies, or other structures
- Portable or temporary electrical power
- Open flames including barbecues and propane fueled equipment
- Animal rides, displays or demonstrations
- Motorized displays or demonstrations
- Equipment/vehicle displays & shows
- Aerial displays or demonstrations
- Competitive athletic events (runs, races, games)
- Bounce house, dunk tanks, water balloons, or other water devices.
- Fireworks or pyrotechnics
- Other (Please describe)
 - 1) _____
 - 2) _____
 - 3) _____
 - 4) _____

1. Submit a plan of operations to include:

- Temporary fence lines and admission gates
- Parking areas
- Vendor/exhibit/performance/display areas & fields
- Spectator viewing
- Portable toilet locations
(Guidelines for portable toilets for park locations without restrooms. Park locations with restrooms the below guidelines start at events for more than 500 people)
 - Up to 50 people = 2 portable toilets
 - 51 to 100 = 3
 - 101 to 250 = 4
 - 251 to 500 = 8
 - 501 to 1000 = 12
 - 3000 = 16
- Garbage and dumpster locations
 - IMPORTANT NOTE: If bottled or canned beverages are sold or provided at your event, State law (RCW 70.93.093) requires vendors to provide recycling containers and transportation for recycling them.
- Public access and traffic flow
- Location of food and beverage service areas
- Power and utility distribution
- Security and First Aid stations

2. Describe the following in narrative:

- Parking/traffic flow
 - Organization/person in charge of parking and traffic control
 - Anticipated number of vehicles
 - Off-site parking plans
- Security and EMS planning
 - Number of security personnel and firm
 - Qualifications of personnel
 - Location and duties during event
- Sanitation and garbage disposal
 - Number of portable toilets and disposal plan
 - Number of dumpsters, garbage cans and disposal plan
 - Cleaning and maintenance plan during and after the event
- Utilities
 - Water and electrical distribution needs
 - Name and contact information of certified electrician
- Facilities and areas proposed to be used
 - Include all buildings, trails, and other public areas
- Describe all areas and locations where food and beverages are being served
- Animal control
 - Type of activities involving animals
 - Animal waste disposal and clean-up plans
 - Will pets be allowed at the event?

3. Obtain a Certificate of Insurance and copy of endorsements as part of the approved Special Event

- Your event will require providing a Certificate of Insurance naming Whatcom County as an additional insured. Each event is evaluated on its risk exposure to determine the level of insurance needed. The Parks Operations Manager will discuss insurance requirements for your event which will be outlined in the approved special event permit.

The Certificate of Insurance must be filed with the Whatcom County Parks and Recreation Department at least (30) days prior to the start of their event. The Certificate of Insurance provides evidence of adequate and proper liability insurance, including products liability when dispensing or supplying any confections, foods, liquors, or other beverages. Such insurance shall be provided by insurer(s) authorized to conduct business in the State of Washington.

Limits of bodily injury and property damage liability will vary based on the risk exposure for individual events but any event shall not be less than \$1,000,000 CSL.

- The Certificate of Insurance and Endorsements must contain the following provisions, unless these requirements are amended in writing by the County:
 - Proof of Insurance:

The Special Event Permit Holder shall carry for the duration of this Agreement general liability and property damage insurance with the following minimums:

 - Property Damage per occurrence - \$500,000.00
 - General Liability & Property Damage for bodily injury- \$1,000,000.00
 - General Aggregate will depend on the nature of the event, but shall never be less than \$1,000,000.00
 - A Certificate of Insurance and Endorsements must include the following: Whatcom County is named as an additional insured; this insurance shall be considered as primary and shall waive all rights of subrogation. The County insurance shall be noncontributory.
 - Certificate must stipulate that coverage is provided at the location and for the event or activity permitted.
 - In the event of insurance cancellation, reduction of limits as shown herein, or change in insurance carrier, , the Special Event Permit Holder will give Whatcom County Parks & Recreation immediate notice by email (parks@co.whatcom.wa.us) and mailing to the party to Whatcom County Parks & Recreation.
 - Certificate to be signed by an authorized representative of the issuing Company.
- Defense & Indemnity Agreement:

To the fullest extent permitted by law, the Special Event Permit Holder/Organization/Event Sponsor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property, including the loss of use resulting therefrom which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Special Event Permit Holder/Organization/Event Sponsor, its employees, agents or volunteers or Special Event Permit Holder/Organization/Event Sponsor's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with the event and/or activities themselves; or 3) are based upon the Special Event Permit Holder/Organization/Event Sponsor or its subcontractors' use of, presence upon or proximity to the property of the County. This indemnification obligation of the

Special Event Permit Holder/Organization/Event Sponsor shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the County.

If applicable, this indemnification obligation of the Special Event Permit Holder/Organization/Event Sponsor, shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Special Event Permit Holder/Organization/Event Sponsor hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the area Special Event Permit Holder /Organization/Event Sponsor's material inducement to County to enter into this Agreement, are reflected in the Special Event Permit Holder/Organization/Event Sponsor use of County Property or Services, and have been mutually agreed upon by the parties.

The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of Special Event Permit Holder/Organization/Event Sponsor indemnity obligations under this Agreement.

The Special Event Permit Holder/Organization/Event Sponsor agrees all Special Event Permit Holder/Organization/Event Sponsor's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

In the event the Special Event Permit Holder/Organization/Event Sponsor enters into subcontracts to the extent allowed under this Agreement, the Special Event Permit Holder/Organization/Event Sponsor subcontractors shall indemnify the County on a basis equal to or exceeding Special Event Permit Holder/Organization/Event Sponsor's indemnity obligations to the County; the Special Event Permit Holder/Organization/Event Sponsor must require proof of insurance from the subcontractor which also names the County and Special Event Permit Holder/Organization/Event Sponsor as an additional insured.

- *Failure to provide the necessary Certificate of Insurance prior to the event will result in forfeiture by the Lessee of all fees paid, cancellation of the event, and nullification of this contract and all agreements.*