



## SPECIAL EVENT AGREEMENT

### Event Name

This Agreement is entered into this \_\_\_\_\_ day of **month**, **year** by and between the **City of Richland** ("City"), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **business name** ("User"), a **business entity type** with service at **registered address**. **City** and **User** are referred to collectively as the "Parties."

P&PF Internal Permit No. # P&PF Contact: **Name**

### SECTION 1. TERMS

#### 1.1 Location Details. Special Event to be held at:

- ☐ Outdoor Richland Facility (Exhibit A; Endorsement CG 20 26);
- ☐ Richland Community Center (Exhibit A; Endorsement CG 20 11)
- ☐ Richland Public Library (Endorsement CG 20 11)

#### 1.2 Description. Permission is hereby granted to **User** to use **City locations that will be used** (the "Premises") for the purpose of hosting a **type of event** for approximately **# of attendees** people. This event: ☐ is ☐ is not open to the public.

Event Date(s): **Start date – End date**

Set-Up Time: **Date at Time**

Event Start Time: **Date at Time**

Event End Time: **Date at Time**

Clean-up Time: *Premises to be cleared of all participants/equipment no later than **Date at Time***

☐ This is a multi-date and/or multi-location Agreement. Additional dates, times and locations for performance are as follows: **Date/Location Details**

#### 1.3 Fee and Damage Deposit\*

Item Description	Cost
Administrative Fee (per COR fee schedule)	<b>\$0.00</b>
Facility Use Fee	<b>\$0.00</b>
Refundable Damage Deposit	<b>\$0.00</b>
Tournament Fee ( <b>\$0.00</b> per hour/game x # hours/games)	<b>\$0.00</b>
Additional fees based upon <b>User</b> request (see Section 4)	<b>\$0.00</b>
TOTAL	<b>\$0.00</b>

\*No fees are charged for events the primary purpose of which is to engage in protected First Amendment communications, or for events endorsed by the City of Richland as serving to benefit the poor or infirm. Further, no fees are charged under this Agreement when another contractual agreement governing facility use exists between the Parties (i.e., *RSD Joint Use of Facilities ILA*).

**1.4 Event Elements.** All checked items are elements of **User's** event. The contract clause(s) controlling each checked item are binding upon the Parties. Any item that remains unchecked upon execution of this Agreement shall not be an element of **User's** event ("Unauthorized Element"). Contract clauses related to unchecked items do not apply to this Agreement and may be disregarded. **User** shall immediately cease any Unauthorized Element found to be occurring during **User's** event.

<input type="checkbox"/> Alcohol (Section 2.7(c)(iii); Section 3.1)	<input type="checkbox"/> Races/Runs/Walks (Section 3.15)
<input type="checkbox"/> Amplified Sound (Section 3.2)	<input type="checkbox"/> Road/Trail Closure (Section 3.16)
<input type="checkbox"/> Animals (Section 3.3)	<input type="checkbox"/> Security (public or private) (Section 3.17)
<input type="checkbox"/> AEDs Required (Section 3.4)	<input type="checkbox"/> Trail/Road Markings (Section 3.18)
<input type="checkbox"/> Boat Moorage (Section 3.5)	<input type="checkbox"/> Sound System Rental (Section 3.19)
<input type="checkbox"/> City-provided Electricity (Section 3.6)	<input type="checkbox"/> Temporary Fencing (Section 3.20)
<input type="checkbox"/> Cooking/Food Service (Section 3.7)	<input type="checkbox"/> Temporary Stage (Section 3.21)
<input type="checkbox"/> Drones (Section 3.8)	<input type="checkbox"/> Tent/RV Camping (Section 3.22)
<input type="checkbox"/> Field Grooming/Tournaments (Section 3.9)	<input type="checkbox"/> Tent/Canopy over 200/400 sq.ft. (Section 3.23)
<input type="checkbox"/> Inflatables/Rides (Section 3.10)	<input type="checkbox"/> Traffic Control (Section 3.24)
<input type="checkbox"/> Maintenance & Janitorial (section 3.11)	<input type="checkbox"/> Trash Disposal (Section 3.25)
<input type="checkbox"/> Parades (Section 3.12)	<input type="checkbox"/> Use of City Logo (Section 3.26)
<input type="checkbox"/> Portable Toilets (Section 3.13)	<input type="checkbox"/> Vehicles on the Turf (Section 3.27)
<input type="checkbox"/> Riverfront Trail Usage (Section 3.14)	<input type="checkbox"/> Vendors (Section 3.28)

**1.5 Exhibits.** The following exhibit(s) are attached hereto and are incorporated by reference (all checked Exhibits apply to this Agreement):

- ☐ Exhibit A – Event Layout
- ☐ Exhibit B – Exhibit Title or N/A
- ☐ Exhibit C – Exhibit Title or N/A
- ☐ Exhibit D – Exhibit Title or N/A

**1.6 User** shall pay the fees identified in Section 1.3 above for the use of the Premises and services provided under this Agreement. A damage deposit in the amount identified in Section 1.3 above shall be submitted with **User's** payment of fees. The damage deposit shall be returned if the following conditions are met: 1) no damage to the Premises; 2) **User** is fully compliant with all terms and conditions of this Agreement; and 3) no **City** labor is required to repair or clean-up the event beyond those **City** services specifically contracted for under this Agreement. Damage to the Premises includes, but is not limited to, physical harm or unreasonable mess caused to the restroom(s), shelter(s) stage(s) boat dock(s), turf (including driving on the turf except for the permitted vehicles), vegetation, concrete, structures, facilities or irrigation systems as a direct result of **User's** event.

**1.7 User** shall be responsible for all costs associated with any property damage resulting from the actions of **User** while utilizing **City** property under this Agreement. In the

event **User** causes damage to **City** property, the **City** shall utilize a vendor of the **City's** selection to make necessary repairs to return the area to pre-use condition. **User** shall pay the full cost of the repair, including overhead, within thirty (30) days of receipt of an invoice from the **City**. This section is not intended, nor shall it be construed, to limit **User's** liability for any other negligent or intentional acts or omissions that may occur during the course of this Agreement.

## SECTION 2. STANDARD CONDITIONS

- 2.1 Anti-Discrimination.** **User** shall not discriminate against any person(s) because of race, religion, color, sex, national origin or any other legally recognized protected class status in the conduct of its operation hereunder.
- 2.2 Assignment.** **User** shall not assign any rights under this Agreement without the **City's** written consent. Any assignment made without the **City's** consent is null and void and does not relieve **User** of any liability or obligation hereunder.
- 2.3 Contracting Officer.** The Parks & Public Facilities Director or designated representative shall be the contracting officer who shall act as the agent of the **City** under this Agreement. **User** will identify a representative who shall act as **User's** agent in carrying out the terms identified herein and be available to respond in the event of an emergency.
- 2.4 Disclaimer of Liability.** At all times during this Agreement, **User** assumes sole responsibility for adequately securing **User** property on the Premises. The **City** assumes no responsibility or liability for providing adequate security or safekeeping of **User's** property while located on the Premises. The **City** makes no representations, express or implied, related to the security of the Premises.
- 2.5 Existing Conditions.** **City** shall furnish the facility and any City-owned equipment used by **User** in its existing "as-is" condition. By taking possession, **User** warrants that it has inspected the Premises and equipment and confirms that it is acceptable for **User's** use. **City** disclaims any liability for consequential damages resulting from inoperability or defectiveness of **City** equipment.
- a. **User** acknowledges and understands that the Premises is comprised of one or more outdoor facilities. **City** cannot predict weather or other environmental conditions such as insects, wildlife, uneven terrain, wet grass and puddles, dirt and dust, noise from other park users, or other unpredictable, unknown or natural factors that occur in a public park or outdoor facility. **City** will use its best effort to provide the Premises at an acceptable level of service consistent with that provided to all public users.
- 2.6 Indemnification/Hold Harmless.** **User** shall defend, indemnify and hold harmless the **City**, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of this agreement or from any activity, work or

thing done, permitted, or suffered by **User**, its employees, contractors and volunteers in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the **City**. This provision shall survive expiration or termination of this Agreement.

## 2.7 Insurance.

- a. **User** shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises and the activities of **User** and its guests, representatives, volunteers and employees.
- b. **User's** maintenance of insurance as required by the Agreement shall not be construed to limit the liability of **User** to the coverage provided by such insurance, or otherwise limit **City's** recourse to any remedy available at law or in equity.

- c. **User's** required insurance shall be as follows:

- i ☐ **Event held at Richland Community Center or Richland Public Library:** General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. **City** shall be named as an additional insured on **User's** General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

☐ Exception: TULIP Limits of \$1,000,000 each occurrence is acceptable for this event. Director's Initials: \_\_\_\_\_

- i ☐ **Event held at outdoor Richland facility:** General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, stop gap independent contractors and personal injury and advertising injury. **City** shall be named as an additional insured on **User's** General Liability insurance policy using ISO Additional Insured-Designated Person or Organization Form CG 20 26 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

☐ Exception: TULIP Limits of \$1,000,000 each occurrence is acceptable for this event. Director's Initials: \_\_\_\_\_

### **i Liquor Liability**

☐ **User** is not in the business of manufacturing, distributing, providing, selling or serving alcohol (the “alcohol business”). General Commercial Liability insurance (which includes host liquor liability coverage) is required in the amount of no less than \$1,000,000 naming **City** as an additional insured.

☐ **User** is hiring an entity (caterer) that is in the alcohol business. The entity shall provide Liquor Liability insurance in the amount of no less than \$1,000,000 naming **User** and **City** as additional insureds. A certificate of insurance stating that the required insurance is in effect shall be provided to **City** no later than three (3) weeks prior to the event.

- iv. Depending on the Event and Event elements, additional types of insurance and greater limits of liability insurance may be required.
- d. The insurance policies shall contain or be endorsed to contain that **User’s** insurance coverage shall be primary insurance as respect the **City**. Any insurance, self-insurance, or self-insured pool coverage maintained by the **City** shall be excess of **User’s** insurance and shall not contribute with it.
- e. If **User** maintains higher insurance limits than the minimums shown above, the **City** shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by **User**, irrespective of whether such limits maintained by **User** are greater than those required by this contract or whether any certificate of insurance furnished to **City** evidences limits of liability lower than those maintained by **User**.
- f. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**2.8 Fire Department Approval.** **User** shall coordinate with the Richland Fire Department in all matters concerning fire safety and emergency vehicle access. **User** shall submit a written plan identifying the location of the first aid stations, emergency communication areas and other procedures relative to the care and safety of the event participants and spectators. The written plan shall be filed with the Richland Fire Marshal prior to the event. Email plans to [rfdadminpersonnel@ci.richland.wa.us](mailto:rfdadminpersonnel@ci.richland.wa.us).

**2.9 Laws, Licenses and Permits.** Before commencing the performance of any activity under this Agreement, **User** shall procure all necessary permits and licenses as may be necessary, and comply with all laws, ordinances, codes, regulations, and orders now or hereafter in effect promulgated by any federal, state, or local governmental agency or official relating to **User’s** performance under this Agreement. All sales tax shall be coded to the **City**.

**2.10 Termination.** All dates specified within this Agreement shall be strictly observed. Timely and full performance of all terms and conditions of this Agreement is made

the essence hereof. In the event **User** fails to keep or perform any terms or conditions required herein to be kept or performed by it, **User** shall be in default, and the **City** shall have the right to immediately terminate this Agreement and demand **User's** immediate removal from the Premises.

- 2.11 Cancellation.** Cancellations made sixty (60) or more calendar days prior to the event date will result in a full refund of the facility use fee. Cancellations occurring between thirty (30) and fifty-nine (59) calendar days prior to the event will receive a 50% refund of the facility use fee. Cancellations occurring less than thirty (30) days prior to the event will receive no refund. The contract administration fee is non-refundable.
- 2.12 Performance.** No Party shall be responsible for a failure or delay in performance of any of the obligations hereunder due to wars, insurrections, strikes, acts of God, power outages, storms, or actions/orders of regulatory agencies (such events being defined as "Force Majeure"), provided that the Party seeking relief from its obligations promptly advises the other Party of the Force Majeure. A Party whose performance obligations have been delayed by Force Majeure shall use commercially reasonable efforts to overcome the effect of the Force Majeure as soon as possible.
- 2.13 Severability.** If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.
- 2.14 Entire Agreement.** This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings, and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
- 2.15 Modification.** This Agreement may be modified only in writing executed by the duly-authorized representative of each Party.
- 2.16 Independent Contractor.** The Parties agree that this is not a contract of employment. **User** is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Any assistants or other resources used by **User** are and shall be deemed the employees, volunteers or contractors of **User** and in no manner employees or volunteers of the **City**.
- 2.17 Governing Law; Attorney's Fees.** The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. **User** expressly agrees to submit to personal jurisdiction in Benton County, Washington.



- 2.18 Authority to Execute.** Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.
- 2.19 Counterpart Originals.** Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.
- 2.20 Limitation of Damages.** Under no circumstance shall the **City** be liable for any damages whatsoever stemming from the **City's** determination to close the Premises or any abutting **City** property before or during **User's** event if such closure is determined by the **City** to be necessary, in **City's** sole discretion, for the public's health, safety or general welfare.
- 2.21 Pre-Event Meeting.** Approximately two weeks (2) weeks prior to the event, the **City** shall schedule a pre-event meeting to discuss the event and review the conditions of the contract. The fully executed agreement will include **User's** initials on applicable element clauses in Section 3 to demonstrate understanding.
- 2.22 Parking.** Parking is limited at the Premises. **User** is encouraged to explore alternate locations for parking or methods of getting participants to the Premises.
- 2.23 Recycling.** Recycling is encouraged. All recyclables shall be disposed of at a designated facility.
- 2.24 Sanitation.** **User** shall keep and maintain the Premises and the walking route free from litter or debris during the event.
- 2.25 Park Rules.** If applicable, the park rules attached as an exhibit to this Agreement shall be posted by **User** during the event. The minimum size of the posting shall be 8 ½ x 11 inches.

### SECTION 3. EVENT-SPECIFIC CONDITIONS – See checked Elements in Sec. 1.4

#### 3.1 Alcohol. (Reviewed:\_\_\_\_\_)

- a. All alcohol must be served by a licensed bartender or caterer ONLY. No unattended open bars are permitted. No self-service of any type is allowed. Personal use of privately provided alcohol is not allowed, including flasks or travelers.

- b. Alcohol must be served and consumed only within the perimeter of the event. The perimeter of the event shall be enclosed, fenced, or a fenced area shall be provided within the event area for the distribution and consumption of alcohol. All persons consuming alcohol must provide proper identification prior to entering the enclosed/fenced area.
- c. **User** is responsible for the conduct and behavior of drinking guests. Underage drinking (under 21 years of age) is prohibited by state law and this law will be strictly enforced. The event may be terminated immediately if consumption of alcohol by minors is discovered.
- d. Alcohol service must stop at least one (1) hour before the end of the event.
- e. Serving alcohol without proper approval and permits, and/or in violation of any of the above policies and procedures will result in one or more of the following: a citation, immediate shut down of the event, forfeiture of deposit, and/or additional fees and penalties.
- f. **User** expressly assumes legal responsibility for the over-serving (more than two drinks per person) or under-aged serving of any guest, inclusive of all potential consequences thereof.
- g. Liquor licenses/permits are obtained from the Washington State Liquor and Cannabis Board. A copy of the appropriate permit must be displayed at all times during the event.

**3.2 Amplified Sound. User** shall respond promptly and appropriately to any complaints received regarding excessive noise, up to and including removing the noise source. Depending on the nature of the event, a noise variance may be required. See Ch. 9.16 RMC. (Reviewed: \_\_\_\_\_)

**3.3 Animals.** The presence or use of animals at events such as horse drawn carriages, petting zoos, or animal exhibitions shall comply with all Washington State Department of Health rules and regulations (see Chapter 246-203 WAC regarding general sanitation). In addition, **User** agrees to the following: provide hand-washing facilities including soap or sanitizing solution within twenty-five (25) feet of any location where the public is intended to come into contact with animals; immediately remove animal waste; and erect barriers to bar non-supervised contact between animals and the public. All straw/bedding materials and remnants of animal feed shall be removed at the conclusion of the event. Animals must be under the control of the owner/handler at all times. (Reviewed: \_\_\_\_\_)

**3.4 Automated External Defibrillator (AED) Required.** User will ensure that a properly maintained and fully functioning AED is visible to the public and available for immediate use at any outdoor event on city property with more than 250 occupants. RMC 20.09.020(a). (Reviewed: \_\_\_\_\_)



**3.5 Boat Moorage. User** shall abide by the regulations provided in Chapter 6.04 RMC related to boat operations and Chapter 6.05 RMC related to boat moorage. (Reviewed:\_\_\_\_\_)

**3.6 City-Provided Electricity. City** will provide electrical power as available. **User** will properly secure all cords and cables to eliminate tripping hazards. (Reviewed:\_\_\_\_\_)

**3.7 Cooking/Food Service Requirements. User** must possess the appropriate permits from the Benton-Franklin Health District to prepare and/or serve food. A copy of the appropriate permit(s) must be displayed at all times during the event. **User** shall observe all requirements of the Benton-Franklin Health District related to food preparation/service for public consumption. (Reviewed:\_\_\_\_\_)

**3.8 Drones.** (Reviewed:\_\_\_\_\_)

- a. **User** will ensure that drone operator(s) follow all Federal Aviation Administration (FAA) rules governing drone use.
- b. **User** will provide to the **City** a copy of each drone operator's identification and pilot operator's license, along with a copy of each drone's FAA registration.
- c. **User** will provide a certificate of insurance documenting the existence of aviation liability insurance in the amount of no less than \$1,000,000 listing the **City** as an additional insured.

**3.9 Field Grooming/Tournaments.** Staff will provide softball and baseball athletic field grooming services to tournaments, clinics, exhibitions, camps, private training, and private events lasting greater than four (4) hours. Minimum grooming will be provided at the rate of one (1) groom per two (2) hours of field play, unless a more frequent schedule is requested. Grooming or tournament rates apply as established in the **City's** fee schedule. (Reviewed:\_\_\_\_\_)

**3.10 Inflatables/Rides.** All operators of inflatable devices or amusement rides must be certified and hold a valid permit from Washington L&I and have liability insurance with limits not less than \$2,000,000 naming the **City** as an additional insured. **User's** contracted operator(s) must be properly trained, and shall be solely responsible for set-up, take-down, operation of the equipment for the duration of the event, and supervision of participants during use. **User** or **User's** contracted operator(s) shall provide **City** with a certificate of insurance stating that the required insurance is in effect no later than three (3) weeks prior to the event. (Reviewed:\_\_\_\_\_)

**3.11 Maintenance and janitorial.** Additional maintenance and/or janitorial services are available at the rate established in the City's fee schedule for services requested above the minimum level of service by the **City**. (Reviewed:\_\_\_\_\_)

**3.12 Parades.** (Reviewed:\_\_\_\_\_)

- a. The parade route shall be determined by mutual agreement of the **City** and **User**, taking into consideration all traffic detours and road closures necessary to provide a safe route. Based on the agreed route, the **City** will determine the following:
- Starting point of the parade/staging area;
  - Location of emergency vehicle access and egress;
  - Location of barriers to be placed (at **User's** expense);
  - Number of certified flaggers required (at **User's** expense).
- b. Railroad crossing on the parade route shall be avoided.
- c. All parade participants entering a float or vehicle must sign a form specifying that they have reviewed and understand the following rules:
- All floats must adhere to the minimum and maximum size and height as determined by the **City**;
  - Riding on the top of or outside of vehicles without belts or harnesses is prohibited.
  - Fire or open flame on any entrant is prohibited.
  - All drivers of all vehicles and floats shall possess and provide proof of a valid driver's license.
  - Fire extinguishers, with a minimum rating of 2A-10BC are required on all motorized decorated vehicles;
  - Exhaust systems shall extend beyond any and all decorations so that drivers or riders are not exposed to carbon monoxide fumes;
  - All decorative materials are to be fire retardant;
  - Drivers shall have 180-degree vision;
  - All floats must have one spotter in the vehicle whose job it is to monitor activity on the float so that the vehicle operator is not distracted.
  - Throwing candy or other objects from the vehicles is prohibited. Walking beside the float and giving out candy/toys is allowed.
  - **City** reserves the right to bar from the parade at any time any entrant not conforming to the rules or refusing to follow the instructions of the police or parade officials.
  - Alcoholic beverages are prohibited on any float or vehicle or on the person of any participant.
  - All floats are to be inspected by the Fire Marshal or other applicable official prior to being allowed to participate in the parade.
- d. Animals shall be under the control of their owners at all times. Entrants shall promptly remove all waste deposited by their animals. No stallions are allowed.

**3.13 Portable Toilets.** The closest public restrooms are located in **facility**. Any other toilet facilities necessary to service the event are the sole responsibility of **User**, and shall be provided by **User** at the rate of one (1) toilet/urinal fixture per 100 attendees.

**User** may include the public restrooms available at the facility, if any, when calculating the required number of toilet/urinal fixtures under this Section. Placement of portable toilets will be identified by **User** on **User's** Event Layout Map and finalized during the pre-event meeting. **User** shall secure, maintain and promptly remove the portable toilets at the conclusion of the event. (Reviewed:\_\_\_\_\_)

**3.14 Riverfront Trail Use.** Use of the Riverfront Trail is non-exclusive for this event. **User** shall educate participants that trail use during the event is non-exclusive, and require participants to act accordingly. **User** shall take prompt action to remedy any reported conduct or action taken by event participant(s) who interfere with other public users of the trail during the event. (Reviewed:\_\_\_\_\_)

**3.15 Races/Runs/Walks** (Reviewed:\_\_\_\_\_)

- a. **User** shall procure waivers from all event participants that advises of the inherent risks of the event and releases the **City** and **User** from any liability associated with the event. Participant Liability coverage in the amount of \$1,000,000 must be included with **User's** liability insurance coverage.
- b. Depending on the pace, level of participation, and the variety of participant skill level, **User** may utilize race waves grouping similarly-situated participants together.
- c. Safety rules shall be included in the event registration packet and posted at the event. **User** is responsible for promulgating safety rules.
- d. **User** shall set up a medic or first aid station, staffed with medical personnel, near the course finish. Depending on the length of the route, **City** may require **User** to ensure that EMTs or trained medical providers are stationed throughout the course providing basic or advanced life support services.
- e. **User** shall station staff or event volunteers along the course route with particular attention given to turns and intersections. **User** shall ensure that event staff or volunteers are equipped with a method to call for assistance (radio, cell phone).

**3.16 Road/Trail Closure.** **User** is granted permission to cordon off **street/trail closure details** beginning on **Date** at **Time** and ending on **Date** at **Time** Closures shall conform to the standards provided by the **City**. (Reviewed:\_\_\_\_\_)

**3.17 Security.** As determined below, ☐ Public Security; ☐ Private Security is required for this event. **User** is required to provide **#** public security officers and **#** private security officers who will be present for the duration of the event. (Reviewed:\_\_\_\_\_)

- a. Security requirements:

- Event without alcohol: Private security is required for any event *without alcohol* with anticipated attendance of 1,000 or more people at the rate of one (1) private security officer per every 1,000 persons.
- Event with alcohol: Any event *with alcohol* with an expected attendance of 500 or more people requires private security at the rate of two (2) private security officers per every 500 persons. If the event *with alcohol* is anticipated to exceed 1,000 attendees, public security is required in addition to private security. Public security shall be provided at the rate of two (2) officers for every 1,000 persons.

b. Definitions:

- Public Security: Public security means off-duty commissioned police officers who have been contracted by **User** to provide police-related services to the **User** subject to payment for services and Chief of Police approval ("extra duty assignment"). Police officers on extra-duty assignment have a primary obligation to the **City**, not the **User**, and are expected to discharge all duties of their office while performing pursuant to a separate contractual agreement between **User** and the contracting law enforcement agency. Such officers will not perform any non-law enforcement/peacekeeping functions for **User**.
- Private Security: Private security means trained security officers licensed under Chapter 18.170 RCW to provide private security who are not commissioned law enforcement officers.

- c. **City** reserves the right to require additional public security officers at **User's** sole expense based on **City's** determination of the public safety concerns posed by **User's** event.

**3.18 Trail/Road Markings.** No markings shall be placed on street or trail surfaces. One (1) day prior to the event, event information may be placed along the side of the trail on temporary signs. All signage must be removed no later than one (1) day after the event. (Reviewed:\_\_\_\_\_)

**3.19 Sound System Rental.** **City** will provide a public address (PA) speaker system to be operated by **User** with **City** staff assistance. Use of the **City's** PA system shall be calculated per the **City's** adopted fee schedule. (Reviewed:\_\_\_\_\_)

**3.20 Temporary Fencing.** Temporary fencing desired for the event is the sole responsibility of **User**. Private perimeter and security fencing consisting of metal fence panels shall consist of three metal components from the same manufacturer comprising a fence system; panels, stabilizing feet, and connection hardware. Plastic zip ties or metal wire will not substitute for proper connecting hardware. Private perimeter and security fencing consisting of a rolled material instead of paneling may be secured to the ground using non-invasive posts (e.g., fiberglass

poles). Poles/posts which may permanently damage city infrastructure (i.e., sprinklers) are prohibited. Private fencing related to an alcohol permit shall meet the requirements of the Washington State Liquor and Cannabis Control Board (WSLCB). (Reviewed:\_\_\_\_\_)

- 3.21 Temporary Stage.** Portable stages greater than thirty (30) inches in height and portable stairs with more than one (1) riser shall each be equipped with handrails and comply with the International Building Code (IBC). Assembly of portable structures shall strictly follow manufacturer specifications and instructions. (Reviewed:\_\_\_\_\_)

**3.22 Tent/RV Camping.**

- ☐ Tent camping is permitted at **Identify location.**
- ☐ RV camping is permitted at **Identify location.**

Upon request, the **City** will provide **User** with camping permits. All camping permits shall be prominently displayed in RV or trailer windows or on tents. All campers will be provided a copy of the park rules. All campers should be in their RVs/tents and quiet by 9:00 p.m. (Reviewed:\_\_\_\_\_)

- 3.23 Tent/Canopies over 200/400 Square Feet.** Canopies in excess of 400 square feet and tents in excess of 200 square feet require inspection by the Richland Fire Marshal. **Exhibit A** shall include the location of the planned tents/canopies. A plot plan showing the size and location of the tent/canopy and a description of what will be placed in the interior of the tent/canopy shall be provided to the Fire Marshal's Office no later than five (5) business days before the event. Submit documents to 1000 George Washington Way, Richland, WA 99352. **Secured in place and used within manufacturer specifications.** Contact the Richland Fire Department at (509) 942-7718 for more information. (Reviewed:\_\_\_\_\_ )

- 3.24 Traffic Control.** **User** shall be responsible for the cost of traffic control for the event. If required by the **City**, **User** shall have required flaggers to provide traffic control. Four (4) weeks prior to the event, **User** shall be required to submit a complete traffic control plan meeting the requirements of the *Manual on Uniform Traffic Control Devices* (MUTCD) for approval by the **City**. (Reviewed:\_\_\_\_\_)

- 3.25 Trash Disposal.** The **City** requires a minimum capacity of garbage can availability of 0.5 gallons per attendee (i.e., an event with 1,000 attendees requires a minimum of 500 gallons of garbage can capacity). 101-gallon garbage cans are available for rent. **User** is required to rent # 101-gallon garbage can(s) from the **City** at the rate of \$3.00 per can per day, which includes one daily service by **City** staff. **User** may request additional servicing of cans at rates established in the City's fee schedule with a one-hour minimum charge. **User** is responsible for returning garbage cans to the delivery location identified in Section 4 herein. If the event takes place at the Richland Community Center, **User** is responsible for depositing all trash in the **City's** dumpster located on the north side of the building. (Reviewed:\_\_\_\_\_)

**3.26 Use of City Logo. Public Performance Expectations.** Subject to **City's** approval, **User** is authorized to use the **City's** logo for advertising in support of **User's** public event. Any public performance element of **User's** use of the Premises must be "family friendly" and appropriate for audiences of all ages. It shall not include profanity, nudity, obscenity, racism/racial slurs, bigotry, hatred, violence, horror, innuendo, blasphemy, taunting, bullying, gang symbolism, or other gestures or behavior that is inappropriate for an "all ages" event. (Reviewed: \_\_\_\_\_)

**3.27 Vehicles on Turf.** Permission is granted to drive vehicles on the Premises in the areas and during the times agreed during the event pre-meeting as annotated in the box provided in Section 4 herein. A spotter provided by **User** wearing a reflective safety vest and directing traffic shall be present at all times when vehicles are being driven on the turf. Vehicles that drive on turf are required to have auto liability insurance. (Reviewed: \_\_\_\_\_)

**3.28 Vendors.** (Reviewed: \_\_\_\_\_)

- a. All food vendors independently contracted by **User** must possess the appropriate permits from the Benton-Franklin Health District to serve food. **User** is responsible for determining that all applicable Benton-Franklin Health District requirements are met, and for requiring vendors to carry liability insurance with products completed operations coverage. Health district/food-handling permits shall be prominently displayed at the vending location throughout the event.
- b. **User** shall obtain all necessary permits issued by the City of Richland and provide copies to the **City's** contract administrator no later than one (1) week prior to the event. All vendors independently contracted by **User** shall have the necessary state and local permits for their respective business type. Contact Customer Service at (509) 942-1104 or visit the City's website at [www.ci.richland.wa.us](http://www.ci.richland.wa.us) more information regarding permits. Follow the menu prompts: "I Want To . . . Apply For . . . Business License." **User** is responsible for determining all applicable City of Richland permit requirements.

## SECTION 4. RESPONSIBILITIES OF THE PARTIES

**4.1 User shall:** (Reviewed: \_\_\_\_\_)

- a. Be responsible for all event management, registration, administration and contract compliance.
- b. **Enter additional User responsibilities here**

**4.2 City shall:** (Reviewed: \_\_\_\_\_)

- a. If applicable, schedule the irrigation system so as not to interfere with the event.
- b. **Enter additional City responsibilities here**

Agreement regarding vehicles on the turf (Section 3.27):



*[Signature page to follow]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

**CITY OF RICHLAND**

User's Business Name

\_\_\_\_\_  
Chris Waite, Director  
Parks & Public Facilities

\_\_\_\_\_  
Signature  
Printed Name/Title  
Address  
City, State, Zip  
Phone  
Email

Approved as to form:

\_\_\_\_\_  
Heather Kintzley, City Attorney

**USER'S AGENT (Section 2.3)**

Printed Name/Title  
Cell Phone