

# CITY OF GOLD BAR

## PARK USE POLICY

The following policy governs the use of public parks within the City of Gold Bar:

**Section 1. Definitions.** For purposes of this policy, the following definitions shall apply:

- A. "Commercial activity" means any activity organized or engaged in primarily for commercial and profit-oriented purposes, and includes but is not limited to commercial advertising, vending and commercial solicitation.
- B. "Social activity" means any activity organized primarily for the gathering together of a large number of persons for social purposes including but not limited to weddings, conventions, organizational or company picnics, which use all or part of any City park.
- C. "Special event" means any event or activity (excluding organized amateur sporting events such as little league baseball, amateur soccer, etc.) which is organized primarily for the purpose of promoting cultural, religious, political, artistic or entertainment endeavors, including but not limited to arts and craft fairs, farmer's markets, cultural exhibitions, rallies, concerts, shows, festivals or camps, which use all or part of any City park.

**Section 2. Commercial Activity Prohibited.** Commercial activity other than temporary and portable food and beverage vending operations are prohibited in any City park.

**Section 3. Park Use Agreement Required for Social Activities and Special Events.** Any person or organization conducting a social activity or special event at a City park shall execute a Park Use Agreement before conducting said activity or event. Park Use Agreements shall be made available to the public upon request at the City Clerk's office. The approved form of Park Use Agreement, which may be amended or revised by the City without formal action at any time, is attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full.

**Section 4. Priority of Use.** Use of City park space pursuant to this policy shall be on first-come, first-served basis, and shall be limited by the availability of said space. The City shall not discriminate among competing uses when scheduling and/or reserving park space; PROVIDED, that City-sponsored events shall take precedence over all other social activities and special events.

**Section 5. Signage.** At least one (1) copy of this policy shall be posted at all City parks.

**PARK USE AGREEMENT**  
(Exhibit A to Park Use Policy)

THIS AGREEMENT is made and entered into between the City of Gold Bar, a municipal corporation organized under the laws of the State of Washington ("the City"), and \_\_\_\_\_ ("User"), for the temporary use of City park property.

**RECITALS**

WHEREAS, the City owns and/or operates park space within its municipal boundaries and avails the same for use and enjoyment by the public; and

WHEREAS, the City desires to insulate itself as effectively as possible from any potential liability resulting from the public's use of City park space; and

WHEREAS, User desires to conduct, organize and/or sponsor a special event or social activity upon City park space; and

WHEREAS, the City and User (collectively, "the parties") desire to execute this agreement in order to define their respective rights, obligations and liabilities regarding such use;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

**TERMS**

**Section 1. Purpose.** The purpose of this agreement is to set forth the terms and conditions regarding User's utilization and enjoyment of City park space in conducting, organizing and/or sponsoring a special event or social activity, as defined by applicable City policy. Nothing in this agreement shall be construed as authorizing, permitting, recognizing or allowing any liability of the City resulting from any such use.

**Section 2. Park Use.** The City hereby authorizes User to conduct, organize and/or sponsor a \_\_\_\_\_ upon the City park space located at \_\_\_\_\_ within the City of Gold Bar, Washington. The activities, expected number of participants, and extent of park space to be utilized for said gathering are described in the Description of Event, attached hereto as Exhibit A and incorporated hereby by this reference as if set forth in full.

**Section 3. Duration.** User's utilization of the designated park space for the special event or social activity authorized hereunder shall commence at \_\_\_\_\_ am/pm on \_\_\_\_\_, and shall terminate no later than \_\_\_\_\_ am/pm on \_\_\_\_\_.

**Section 4. Compliance with Applicable Regulations.** User shall ensure that all participants in the special event or social activity he/she is conducting, organizing and/or sponsoring pursuant to this agreement shall comply with all applicable laws, rules and regulations during the course of the special event or social activity.

**Section 5. Condition of Park Facilities.** User shall ensure that the City park space utilized pursuant to this agreement shall be in substantially the same condition after his/her special event or social activity as before said event or activity. User shall ensure that any litter, debris and personal items resulting from said event or activity is removed from the City park space within four (4) hours of termination of the User's use thereof. User shall be responsible for replacing – or at the City's discretion, funding the City's replacement of – any and all park property or facilities damaged or unlawfully removed from the City park space during the course of the special event or social activity.

**Section 6. Release, Indemnification and Hold Harmless Agreement.** User agrees to protect, indemnify and save the City harmless from and against any and all injury or damage to the City of the park space utilized pursuant to this agreement, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, or arising out of the use of the park space under the terms hereof, caused by the fault of User, its agents, employees, representatives or other participants in the special event or social activity. User further agrees to fully indemnify the City from and against any and all costs of defending any claim or demand arising out of the special event or social activity to the end that the City is held harmless therefrom. This paragraph shall not apply to damages or claims resulting from the sole negligence of the City. In situations involving the sole negligence of the City or its employees, the parties' respective liabilities shall be as defined by the law of the State of Washington.

**Section 7. Governing Law and Venue.** This agreement shall be governed by the laws of the State of Washington. Any action arising out of this agreement shall be brought in Snohomish County Superior Court.

**Section 8. Non-waiver.** Waiver by the City of one or more provisions of this agreement shall not constitute a waiver as to any other provision.

**Section 9. Integration.** This document, together with the attached Exhibit A, constitutes the entire embodiment of the agreement between the parties, and, unless modified in writing by an amendment to this agreement signed by the parties hereto, shall be implemented as described above.

**THE UNDERSIGNED CERTIFY THAT THEY HAVE READ THE FOREGOING AGREEMENT, THAT THEY HAVE HAD AN OPPORTUNITY TO REVIEW IT WITH THEIR ATTORNEY, THAT THEY FULLY UNDERSTAND IT, AND THAT THEY ARE LEGALLY BOUND THEREBY.**

**City of Gold Bar**

**User**

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

