

FACILITY USAGE APPLICATION

Parks and Recreation Department 2426 N. Discovery Place ♦ Spokane Valley WA 99216 Phone: (509) 720-5200 ♦ Fax: (509) 720-5250 parksandrec@spokanevalley.org ♦ www.spokanevalley.org

| For Office U | lse Initials: |
|--------------|------------------|
| \$ | Fee |
| \$ | Damage Deposit |
| \$ | \$50.00 S.E.P.A. |
| \$ | Credit Card Fee |
| \$ | TOTAL Received |
| □ Approved | □ Permit Sent |

IMPORTANT: Full payment of all fees and deposits must accompany this completed application in order to request a reservation. Complete reservation requests are processed in the order in which they are received.
 ** Reservations require approval from the Parks and Recreation Director or designee; ** once approved, a Facility Permit will be issued.

| Park Lo | cation R | equested: Date of Usage: |
|---------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | - | acility Requested: (Shelter) (Ball Field) (Pool) Estimated Attendance: (+\$50 more for Stage with Mirabeau Meadows shelter reservation) |
| | | in detail what activities will be occurring — types of games and equipment, bringing in tables/chairs, bringing |
| | PLEAS | E NOTE: SHELTER RESERVATIONS HAVE SET TIMES, WHICH MUST INCLUDE SETUP AND TAKEDOWN. |
| MEDI | UM/LAR | GE SHELTERS have predefined, set times. <u>Please check one:</u> (9am-2pm) (4-9pm) |
| | | reservation is needed prior to 9am and/or for more continuous time, a second shelter fee may be paid choose up to any 10 hours. Please fill in time requested, from: to |
| or Dis | covery P | ERS. If requesting a small shelter, <u>Please check one:</u> Browns Park-Small Green layground: (#1 - West) (#2 - East) - both located outside of the playground perimeter fencing. |
| SMALI | L SHELTI | RS have predefined, set times. Please check one: (10am-12pm) (1-3pm) (4-6pm) |
| Name o | of Group: | Type of Function: |
| Contac | t Person | Email: Ph. Number: |
| Addres | s: | City: State: Zip: |
| | | te payment method: (Cash) (Check) (Credit Card*) *2.5% Transaction Fee now required. (Smustberefunded by check. Please allow 3-4 weeks to process refund. Make check payable to: |
| Please | Check Y | es or No: |
| Yes 🗌 | No 🗌 | Are you a nonprofit organization with over 200 people attending, thus qualifying for the fee discount? If yes, please provide a copy of your 501(c)(3) status letter. |
| Yes 🗌 | No 🗌 | Will you be charging admission, or using this event as a fundraiser? If yes, please detail: |
| Yes 🗌 | No 🗌 | Will this be open to the general public? If yes, a Special Event Permit Application may be required. Please inquire. |
| Yes 🗌 | No 🗌 | Will goods, services, food or beverage be sold? If yes, we have a Vendor in Parks policy and permission is required. Please inquire. |
| Yes 🗌 | No 🗌 | Will you be using a tarp/tent/awning with stakes? If yes, please detail (stakes must be less than 12" and guy wires conspicuously marked): |
| Yes 🗌 | No 🗌 | Will you be using amplified sound - playing music, PA system, radio station, etc.? If yes, please complete and initial the Amplified Sound Permit on page 2. |
| Yes 🗌 | No 🗌 | Do you plan on engaging in a high risk activity , such as a sporting activity? If yes, please detail. Approval and insurance are required; see page 3 for requirements): |
| Yes 🗌 | No 🗌 | Will you be serving alcohol at your event? (By law, alcohol is not allowed in the parks with the exception of <i>Mirabeau Springs</i> or through Special Event Permit.) If yes, an Alcoholic Beverage Permit application, fee, and insurance are required; please inquire for application and see page 3 for insurance requirements. |

| WEDDING INFORMATION |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Approved by Parks and Recreation Director or Designee:Date: |
| The City of Spokane Valley Parks and Recreation Department reserves the right to revoke this permit if sound is deemed unnecessarily loud or inappropriate. |
| I understand that the volume of sound should be no greater than required for intended audience. I agree to limit and monitor volume so I do not negatively impact other park patrons and/or surrounding residences/businesses. |
| PLEASE READ THE FOLLOWING AND INITIAL HERE: |
| Type of Sound: recorded music, DJ, live music (specify type), PA system, etc. |
| AMPLIFIED SOUND PERMIT APPLICATION |
| Cancellations must be made in writing at least two weeks prior to the reservation in order to receive a full refund. |
| To receive a full refund of damage deposit, Applicant shall leave said premises in substantially as good condition as when received by it. |
| All decorations, tape, signs, etc. must be removed immediately after use to avoid damage. |
| No items shall be hung or attached to trees, including pinatas. No nails, screws, thumbtacks, etc. are to be used on structures or trees. |
| High risk or damaging activities such as inflatable play equipment, dunk tanks, Slip-'N-Slides, etc. are not allowed in parks. |
| Parks may not be ideal for weddings as the mowing and watering schedules are not adjustable to the event; and surrounding activities may not be conducive for weddings. |
| City parks are available for public use and a reservation is specific to the area reserved. The reservation does not restrict use/activity in the park by the public. Reservation of shelters does not guarantee enough tables for your group. |
| Parties utilizing park facilities agree to maintain 100% of the park rules set out in the City of Spokane Valley Municipal Code. |
| Discharging explosive devices (including fireworks and gun powder), weapons, and firearms is prohibited (except by law enforcement). |
| Pets must be cleaned up after, kept on leashes at all times, and are not allowed on any designated picnic area, play areas, or ball courts. |
| Sound may not be amplified to produce a volume audible at a distance of over 30 feet, except by permit approval. |
| Driving vehicles in any park on any surface is PROHIBITED, including on the grass and paths leading to shelters. |
| ALCOHOL is PROHIBITED in the parks, with the exception of Mirabeau Springs, or through Special Event Permit. An Alcoholic Beverage Permit Application, fee, and insurance are required pursuant to the City of Spokane Valley Park Ordinance and Municipal Code. |
| Applicant shall leave said premises in substantially as good condition as when received by it. Reasonable wear, tear, damage and use of said premises for the purposes herein permitted, excepted; Applicant shall have the right to remove all of its material and equipment. |
| |

PLEASE INITIAL THE FOLLOWING IEMS TO ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THESE REGULATIONS:

Planning on having a wedding? Spokane Valley Parks offer beautiful surroundings to help make your day special, but please keep in mind:

- Alcohol is prohibited in the parks, with the exception of Mirabeau Springs. An Alcoholic Beverage Permit, fee, and insurance are required pursuant to the City of Spokane Valley Park Ordinance. Please inquire at our office.
- Driving vehicles in any park on any surface is prohibited, including on the grass and paths leading to the shelters. However, if you need access for dropping off equipment, chairs, tables, etc., approval may be granted with general liability insurance naming the City of Spokane Valley as an additional insured; please see insurance requirements on page 3. Removal of locked bollards will also be coordinated with our department. Please inquire.
- Mowing and watering schedules are not adjustable to the event. However, mowing is done on weekdays, not weekends, and watering is only done overnight into morning hours and not throughout the day.
- Parks are open to the public and surrounding activities may not be conducive for weddings.
- City-owned CenterPlace Regional Event Center is also located at Mirabeau Point Park and offers a variety of wedding packages and catering services, which could be combined with your outdoor/indoor ceremony and reception. Please inquire at our front desk at (509) 720-5200 or visit us at www.centerplacespokanevalley.com.

Page 2 of 3 Rev. 12/29/21

INSURANCE REQUIREMENTS FOR HIGH RISK ACTIVITIES, SUCH AS SPORTS, BALL FIELD RESERVATIONS, ETC.

The Applicant is required to procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or occur in connection with the use of the facilities and the activities of the applicant and his or her guests, representatives, volunteers and employees.

Accordingly, the Applicant shall provide proof of general liability insurance, with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and name the City of Spokane Valley as an additional insured by using ISO endorsement CG 20 11, or coverage at least as broad. The insurance policy shall contain or be endorsed to reflect that the Applicant's insurance coverage shall be primary insurance as respect to the City of Spokane Valley. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Spokane Valley shall be excess of the Applicant's insurance and shall not contribute with it. If alcohol will be available for consumption, Applicant/Organization may be required to procure and maintain for the duration of the agreement liquor liability insurance in an amount no less than \$1,000,000 each occurrence. The City of Spokane Valley is to be named as an additional insured on liquor liability insurance. Host liquor liability coverage, which is included in a commercial general liability policy, may be adequate when alcohol is consumed and not sold on premises, with the prior written approval of the City of Spokane Valley.

Liability insurance may be available through the Tenant User Liability Insurance Policy (TULIP) through Intact Insurance. TULIP offers \$1,000,000 per occurrence (no general aggregate) which meets the minimum insurance requirement. The liability policy automatically names the City of Spokane Valley as an additional insured and includes host liquor coverage. For an additional fee, liquor liability coverage may also be available for purchase. Applicant can access the TULIP program through the website at www.wciapoolorg.

AGREEMENT, RELEASE AND INDEMNIFICATION

The person or organization entering into a use agreement with the City of Spokane Valley for the use of the City of Spokane Valley facilities or equipment described above (collectively "the facilities") certifies that the information given in this application is current and correct. The undersigned further states that he/she has the authority to make this application for the Applicant and agrees that the Applicant will observe all rules and regulations. The Applicant further agrees to reimburse the City of Spokane Valley for any damages arising from the Applicant's use of said facilities. Any accident involving injury to participants or damages to the facilities occurring during the use of the facilities will be reported to the City of Spokane Valley immediately.

FURTHERMORE, the Applicant agrees as follows: (Initial) I am fully aware of and expressly assume all of the various risks of serious injury and/or death associated with or arising out of the use of the facilities. (Initial) I am fully aware of the health risks and hazards connected with the activity, and hereby agree to comply with all federal, state, and local health district requirements. As a condition of the reservation, I may be required to complete a COVID-19 Plan or waiver documents related to use of City facilities as federal, state, and local requirements change. (Initial) In consideration for granting this request, and being fully aware of all of the risks, I hereby RELEASE the City of Spokane Valley and its officials, employees, volunteers and guests ("the Released Parties"), and AGREE TO WAIVE ANY RIGHT OF RECOVERY THAT I AND/OR THE ORGANIZATION, AS APPLICABLE, MAY HAVE, including the right to bring a legal claim, cause of action, or lawsuit for any bodily injury, death or other harmful consequences in any way arising out of use of the facilities. I understand that this release extended to all claims of any kind and every nature, known, unknown, suspected or unsuspected, in any way arising out of or related to use of the facilities. (Initial) I agree to defend, indemnify and hold harmless the Released Parties 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 the use of the facilities or from any activity, work or thing done, permitted, or suffered by Applicant in or about the facilities, except only such injury or damage as shall have been occasioned by the sole negligence of the Released Parties. I have read the rules and regulations on this application and agree to the conditions and charges as established on my own behalf and on behalf of the Organization as applicable:

Printed Name:

Page 3 of 3 Rev. 12/29/21

Date: