City of Sprague Special Event & Facility Use Application

This application is to be filled out by individuals that are requesting to use organization’s. facility. Completed form should be kept by City of Sprague.

Contact person:

Mailing address:

City: State: Zip:

Phone: Fax:

Website: Email:

Driver’s License Number: State:\_\_\_\_\_\_\_\_\_\_\_

1. Name of event sponsor:

Sponsor’s address:

City: State: Zip:

Contact person:

Email: Cell phone:

Home phone: Business phone:

Fax:

1. Event information

Describe the event and all activities. Attach a separate page, if necessary.

□ Anniversary/Retirement □ Baptism/Confirmation/Ordination □ Retirement

□ Baby/Bridal Showers □ Engagement □ Reunion

□ Amplified Sound/Music □ Fundraiser □ Sports/Athletics

□ Birthday/Quinceañera □ Graduation □ Weddings/Receptions

□ Parade □ Food/Vender Booths □ Inflatable/Amusements

□ Amusement Rides □ Carnival Games □ Car Shows

□ Lecture (describe topic)

□ Meeting (describe topic)

□ Other (describe):

Event name:

1. Name of facility where event is being held:

Requested facility location:

1. Are there any caterers, vendors, concessionaires, exhibitors, entertainers, promoters, or sponsors being utilized for event? □ Yes □ No

If yes, provide their names, mailing addresses, and types of service for your event.

(Types of service = caterer, vendor, concessionaire, exhibitor, entertainer, promoter, or sponsor)

Type of service: Sells or serves alcoholic beverages? □ Yes □ No

Name:

Address:

City: State: Zip:

Type of service: Sells or serves alcoholic beverages? □ Yes □ No

Name:

Address:

City: State: Zip:

Type of service: Sells or serves alcoholic beverages? □ Yes □ No

Name:

Address:

City: State: Zip:

1. List each date the event will be held, expected attendance, and event duration each day. Include event set up and take down days. Indicate if alcoholic beverages are sold or served for each day. Attach a separate page, if necessary. If the time goes past midnight, be sure to include the new day and the hours.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Date | Event Hours | | Attendance | \*Alcoholic Beverages | | Hours when  alcohol will be  served or sold | |
| Start | End | (Expected) | Served | Sold | Start | End |
|  |  |  |  | □ Yes □ No | □ Yes □ No |  |  |
|  |  |  |  | □ Yes □ No | □ Yes □ No |  |  |
|  |  |  |  | □ Yes □ No | □ Yes □ No |  |  |
|  |  |  |  | □ Yes □ No | □ Yes □ No |  |  |
|  |  |  |  | □ Yes □ No | □ Yes □ No |  |  |
|  |  |  |  | □ Yes □ No | □ Yes □ No |  |  |
|  |  |  |  | □ Yes □ No | □ Yes □ No |  |  |

\*If liquor will be served and/or sold at your event, please complete following questions. Otherwise, proceed to question 6.

Type of alcoholic beverages to be served or sold: (Check all that apply)

□ Beer □ Wine or champagne □ Mixed drinks □ Full bar

Do you have a caterer or vendor to serve or sell the alcoholic beverages? □ Yes □ No

If yes, have you received a certificate of insurance from the caterer or vendor showing it has liquor liability insurance? □ Yes □ No

How many different locations at the event will be serving or selling alcohol?

Do you have a liquor license for your event? □ Yes □ No

Are any of the following management practices in place to monitor and control the consumption of alcoholic beverages?

□ Yes □ No Alcoholic beverages must be purchased and consumed in a confined area where

persons below the legal drinking age are not permitted.

□ Yes □ No Everyone must show identification to receive an alcoholic beverage.

□ Yes □ No Individuals over the legal drinking age receive a wristband or other form of identification.

□ Yes □ No There is a limit of two servings provided to any one individual, per visit to the concession.

□ Yes □ No Serving staff monitors consumption and is instructed not to serve anyone who appears intoxicated.

□ Yes □ No The concession or bar is closed at least one hour prior to the end of the event.

1. Will the event have security? □ Yes □ No

If yes, please specify type and number of security personnel below.

|  |  |  |  |
| --- | --- | --- | --- |
| Type of Security | Number | Type of Security | Number |
| Facility security |  | Police or sheriff |  |
| Private security company |  | Employees of event holder |  |
| Peer group or ushers |  | Volunteers |  |
| Parent chaperones |  | Other |  |

1. Will food be cooked or served at the event? (A Food & Beverage worker permit may be required. To obtain permit contact the local Health District) □ Yes □ No

1. If event has Inflatable/Amusements check with the Member about where these may be located.
2. Is your event: □ Indoors □ Outdoors, or □ Both
3. The event is: □ Open to the public □ Private group □ Personal invitation only
4. Seating at the event is: (Check all that apply)

□ Assigned seating □ Open seating □ Grandstands □ Bleachers □ Bring your own seating

1. Is the event being advertised or promoted? □ Yes □ No

If yes, how? (Check all that apply)

□ Television □ Radio □ Billboard

□ Newspaper □ Brochure □ Handout or announcement

□ Posters

□ Website address:

□ Other:

1. \*Does your event include any athletic or recreational activities? □ Yes □ No

If yes, list each activity, the date of the activity, and the number of participants each day.

|  |  |  |
| --- | --- | --- |
| Date | Activity | Number of participants |
|  |  |  |
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1. Explain your procedure for collecting and keeping waivers and release of liability forms, which have been signed by all participants. (Provide a copy of the waiver and release of liability, which will be signed by all participants.)

1. Will your event have music? □ Yes □ No,

If yes, how will the music be provided?

□ Live music □ Disc jockey □ Stereo/CD player □ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If concert, will dancing be permitted? □ Yes □ No

Is there a designated dance floor or area? □ Yes □ No

What genre of music will be played? List all types:

1. Does the event include any of the following:

□ Yes □ No Circus and carnivals

□ Yes □ No Mechanical amusement devices

□ Yes □ No Motorized sporting events

□ Yes □ No Tractor / truck pulls

□ Yes □ No Boxing, wrestling, hockey, and contact karate events

□ Yes □ No Rodeos and roping events (including practice)

□ Yes □ No Aircraft and balloon events

□ Yes □ No Professional sporting activities

□ Yes □ No Pyrotechnical uses

□ Yes □ No Rap and/or heavy metal music

□ Yes □ No Veterinary legal liability/Animals

□ Yes □ No \*\*Youth athletics (AAU, Babe Ruth, Legion, etc.)

\*\*All youth athletic events must fulfill compliance for concussions\*\*

Please see last page for Compliance Statement for HB 1824, Youth Sports-Head Injury Policies and SB 5083, Sudden Cardiac Arrest Awareness.

1. Have you held this event, or a similar event, in past years? □ Yes □ No

If yes, list any claims arising during the past five years from the event:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Date of Claim | Claimant | Description | Paid to Date | Total Expected |
|  |  |  |  |  |
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|  |  |  |  |  |

1. Do you require that any vendors (food or other), or event service providers, provide certificates of insurance naming facility user as additional insured? □ Yes □ No

If yes, provide a copy of the certificate of insurance from the vendors or service providers from whom you have received certificates and additional insured endorsements.

1. Do you have an emergency evacuation plan? □ Yes □ No

If yes: Explain how event management and attendees are notified:

1. Will there be medical personnel present at the event? □ Yes □ No

If yes: What number of:

Doctors Nurses Other

Paramedics EMT / EMS

1. Will there be an ambulance on site? □ Yes □ No

FACILITY LEASE AND INDEMNIFICATION AGREEMENT

This lease and indemnification agreement, (hereinafter “Agreement”), is entered into by and between hereinafter “Lessor”), and (hereinafter “Lessee”, regarding the Facility described as The phrase “Facility” as used hereinafter shall include the building space above-described, unless otherwise specifically provided.

1. Purpose. The Facility shall be used by Lessee for: , including activities normally ancillary thereto.
2. Term of Agreement. The Agreement term shall commence on at AM/PM, and shall terminate on at AM/PM, unless sooner terminated or renewed in the manner hereinafter provided.
3. Rent. As rent, Lessee shall pay , per term above described, payable on or before .
4. Return of the Property. At the time of termination of this Agreement, Lessee shall return the Facility to Lessor in as good of condition as the same was at the time Lessee took possession hereunder, reasonable wear and tear, due to reasonable use and occupancy, in conformance with the provisions of this Agreement excepted. Any damage to the physical structures or infrastructure shall be repaired by lessee.
5. Insurance. Lessee shall procure and maintain in force, without cost or expense to Lessor, on or before the commencement date of this Agreement and throughout the Agreement term or as long as Lessee remains in possession of the Facility, a broad form comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use and occupancy of the Facility with liability limits of not less than $1,000,000, per occurrence. Lessor shall be named as additional insured on all such policies, which policies shall in addition provide that they may not be cancelled or modified for any reason without fifteen (15) days prior written notice to Lessor. Lessee shall provide Lessor with a certificate or certificates of such insurance within (10) days of the execution of this Agreement.
6. Agreement to Indemnify. Lessee shall indemnify the Lessor from, and against, any and all claims, demands, causes of action, suits or judgments, including, but not limited to, any claims of insurance carriers, the Department of Labor and Industries, the Department of Social and Health Services, and any federal agency, health care provider or governmental taxation agency, (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss of or damage to property arising out of, or in connection with, the use and occupancy of the Facility by Lessee, its agents, servants, employees, or invitees. In the event of any claims made or suits filed, Lessor shall give Lessee prompt written notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interest hereunder.
7. Assignment. Lessee shall not assign, convey, or transfer this Agreement or any interest herein, without the prior written consent of Lessor.
8. Notice. Any notice, declaration, demand, or communication to be given by a party to this Agreement to the other shall be in writing and transmitted to the other party by personal service or certified US Mail, Return Receipt Requested, postage fully prepaid, and addressed as follows:

To Lessor:

To Lessee:

The mailing and certifying of any such notice as herein provided shall be sufficient service thereof. All notices given in compliance with this section shall be deemed effective two (2) business days following the deposit thereof in the US mail, irrespective of the date of actual receipt of such notice by the addressee. Either party may, by notice, change its address for notice.

1. Legal Relationship. The parties of this Agreement execute the same solely as a Lessee and a Lessor. No partnership, joint venture, or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representations for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either of the parties hereto shall be joint and several, if entered into by more than one person. Unless otherwise specifically provided herein, no third party is intended to be benefited by this Agreement.
2. Applicable Law/Construction/Venue. This Agreement shall be governed and interpreted in accordance with the laws of the state of Washington. In the event this Agreement is in conflict with the provisions of any law or statutes governing the subject matter hereof, such law or statute only to the extent of such conflict shall be controlling. The venue of any action brought to interpret or enforce any provision of this Agreement shall be laid in the county in which the Facility is situated.
3. Entire Agreement. This Facility Lease and Indemnification Agreement contains the entire agreement of the parties hereto and supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither Lessor nor Lessee shall be liable to the other for any representations made by any person concerning the Facility or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement. This Agreement may be amended only by written instrument executed by Lessor and Lessee or their lawful successors and assigns subsequent to the date hereof.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE (Name & Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSOR (Name & Title)

The following items must be submitted prior to the event:

* Signed and completed event application and facility lease agreement.
* Facility Users are required to purchase a Special Event/Tenant-User Liability Policy of at least $1,000,000 per occurrence limits.
* Copy of the Insurance certificate naming the Entity as an additional insured.
* Copy of all certificates of insurance from vendors that list you as an additional insured.
* Copy of all brochures, promotional materials, and event advertising.
* Copy of the complete schedules of events or activities.
* Copy of the waiver and release of liability form to be signed by participants in any recreational or athletic activity.

The applicant declares that the information contained in this application is true and that no material facts have been suppressed or misstated.

The applicant understands that incorrect information could cause Special Event to be denied.

Applicant Name:

Signature:

Date:

THE APPLICANT UNDERSTANDS THAT COMPLETION OF THE APPLICATION DOES NOT GUARANTEE APPROVAL OF THE SPECIAL EVENT.

Application Approved by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SPORTS CONCUSSIONS AND HEAD INJURIES

(Zackery Lystedt Law)

POSSIBLE EXPOSURES

Sports concussions and brain injuries can occur on or in Member-owned facilities, leaving the Member exposed to liability if proper measures haven’t been taken to notify youth participants, parents, and coaches of the dangers and warning signs of concussion.

RECOMMENDED CONTROLS

A 2009 act (Zackery Lystedt Law) requiring the adoption of policies for the management of concussion and head injury in youth sports; amending RCW 4.24.660 and adding section RCW 28A.600.190 places responsibilities on facility owners to create guidelines and forms to inform and educate coaches and youth athletes who use the facilities, and their parents/guardians, of the nature of head injury and concussion.

Although the law generally directs these instructions to members, it also specifies that private, nonprofit youth sports associations wanting to use publicly owned playfields are required to comply with the law.

Whether a Member is operating youth sports programs itself, or allowing others to use Member facilities for youth sports programs, Members should create a policy for compliance with the “Zackery Lystedt Law.”

To be in compliance with the law, Members should create informational guidelines and forms to be read by coaches and signed by all youth athletes and parents/guardians prior to use of a Member facility. These guidelines and forms are to be reviewed and completed annually by each coach, youth athlete, and parent/guardian.

When a private organization contracts to use a Member facility for youth sports, the Member’s lease or facility use agreement should have a written provision that requires the private organization to stipulate to compliance with the conditions of the Lystedt Law by signing the lease/use agreement.

Compliance Statement for HB 1824, Youth Sports-Head Injury Policies and SB 5083, Sudden Cardiac Arrest Awareness.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ requests the use of the \_\_\_\_\_\_\_\_\_\_\_\_\_ Members’ facilities for the following dates:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a private non-profit youth sports group, verifies all coaches, athletes, and their parent/guardian have complied with mandated policies for, the Management of Concussions and Head Injuries as prescribed by HB 1824, section 2 and Sudden Cardiac Arrest Awareness as prescribed by SB 5083, section 3.

Attached is a proof of insurance under an accident and liability policy issued by an insurance company authorized to do business in Washington State covering any injury or damage with at least $50,000 due to bodily injury or death or one person and at least $100,000 due to bodily injury or death to two or more persons.

Signed:

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

\*Note: Access to facilities may not be granted until all requirements of this application are complete.

Approved by: Date: