



PUBLIC USE OF PIERCE TRANSIT FACILITIES APPLICATION AND PERMIT

Submit completed application form **60 days before** proposed event

APPLICANT INFORMATION

Organization Name:

Applicant Name:

Phone Number:

Email:

Address:

City:

State:

Zip Code:

Non-Profit Status:

REQUESTED LOCATION/DATES

Facility Name:

Event/Activity Type:

Date:

Start Time:

End Time:

Number of Attendees (See requirements if more than 750 attendees):

Alcohol served at event? Yes No

Describe equipment/supplies to be brought on the premises (tables, tents, sound, equipment, etc.) Limited access to power or water may be available.

GUIDELINES AND REQUIREMENTS FOR USE OF PIERCE TRANSIT FACILITIES

APPLICANT'S INITIALS: _____

Pierce Transit's facilities are not considered open public forums for public use either by nature or by designation. Most commercial and public activities are prohibited in or on passenger facilities, regardless of viewpoint expressed, because they are incompatible with Pierce Transit's legitimate interest of providing transportation services. The purpose of these guidelines is to describe the extent to which the general public is allowed to engage in activities on Pierce Transit property. These activities include use of Pierce Transit facilities for group meetings or gatherings and/or public communication activities. These guidelines do not apply to Pierce Transit employees engaged in authorized activities in the course of their employment. The facilities governed by these guidelines include all transit facilities, transit centers, park and ride lots, and bus shelters, located on property owned by Pierce Transit and located on property used by Pierce Transit under a lease, permit, or other agreement. These guidelines do not cover public streets and sidewalks adjacent to passenger facilities.

The following guidelines will be used for Public Use of Pierce Transit's Facilities:

1. No one shall engage in a public communication activity or use Pierce Transit facilities or vehicles for purposes other than Pierce Transit's normal business uses unless authorized under an approved application. The original approved application must be available for inspection upon request. Additional correspondence and site maps must remain attached to the original approved application.
2. Reservations are processed on a first-come, first-served basis. Reservations requests cannot conflict with and/or interfere with current Pierce Transit programs, activities, or service and will not be granted if another facilities use application permit has already been approved for the requested date, time and location.
3. Posting or affixing flyers, pamphlets, brochures, leaflets, or other written or graphic material anywhere on Pierce Transit facilities is prohibited.
4. No one shall solicit or receive funds or other contributions of value unless authorized to do so as a not-for-profit organization.
5. No one engaged in public communication activities may approach patrons who are a captive audience or pursue any patron who has expressed a wish to discontinue an interaction.
6. Those engaged in public use of Pierce Transit's facilities may not block the movement of patrons, concessionaires, employees, lessees, or those providing emergency services. Activities will not be permitted in parking areas or roadways. Activities may not block or visually impact any loading zone, signage, stairway, customer service counter or ticket machine, authorized commercial activity, any fire safety system component, telephone, information board or displays, or the normal pedestrian paths to and from such areas.
7. Amplified sound devices shall be permitted only at Theater Square and Tacoma Dome Station plaza, and only with prior approval. Amplified sound devices include loudspeakers, megaphones, or other devices that amplify or transmit sound waves. Unauthorized use of sound equipment may be subject to criminal citation under the Unlawful Transit Conduct law 9.91.025.
8. No one shall use signs or displays that employ fighting words or obscenities. Obscene means any materials or communication which is lewd, offensive, or abhorrent to the prevailing concepts of morality or decency in the community in which the facility is located, as defined by state and federal law; fighting words are those words that when addressed to the ordinary person are, as a matter of common knowledge, inherently likely to result in an immediate breach of peace.
9. No signs or banners may be used which exceed the dimensions of 4' x 4'. Authorized signs shall not be held or placed in a position to block the view of a bus driver or any other driver.
10. Those distributing written material must retrieve and dispose of all copies and shall reimburse Pierce Transit for all reasonable expenses associated with cleaning up materials that are not disposed of in a proper manner.
11. Those engaged in public use activities may not use parking spaces provided at Pierce Transit facilities unless they are also using a public transportation service or unless they have been given permission as noted on the application.
12. Those engaged in public use activities may be required to cease or move to another specified area if the number of persons engaged in the activities, their location, or their manner of conducting the activities is found to create safety or security problems; interfere with the free flow of persons into, within, or from passenger facilities; or interfere with the operation of facilities or public transportation services.
13. Alcoholic beverages and narcotics are prohibited on Pierce Transit property. Exceptions for events featuring alcohol may be authorized by means of an approved Pierce Transit Facilities Application and Permit as more fully set forth below.
14. Applicant agrees to be responsible for clean-up and all damage to the facility.
15. There will be no fires of any type on Pierce Transit property. Flammable materials and burning are prohibited on Pierce Transit property.
16. Access for medical or emergency personnel will be maintained.

CERTIFICATE OF INSURANCE

APPLICANT'S INITIALS: _____

Applicants wishing to use a Pierce Transit facility for the purpose of holding an event, meeting or gathering must procure, at their own expense, a Comprehensive General Liability Insurance policy, naming Pierce Transit as an additional insured. This policy will be primary and written with limits of \$1,000,000 Combined Single Limits, per occurrence. Coverage shall include, but not be limited to: "Broad Form Property Damage, Products/Completed Operations, Blanket Contractual." Coverage cannot be canceled or reduced without thirty (30) days written notice to Pierce Transit. A Certificate of Insurance evidencing coverage and a copy of the endorsement naming Pierce Transit as an additional insured must be submitted to Pierce Transit 30 days prior to the event.

ADDITIONAL REQUIREMENTS FOR EVENTS/ACTIVITIES WITH MORE THAN 750 EXPECTED ATTENDEES

ALCOHOL

APPLICANT'S INITIALS: _____

If alcohol is proposed to be served at this event,

1. Alcoholic beverages are only permitted within the footprint of an approved permitted event with a Pierce Transit Facilities Application and Permit that specifically approves the service of alcohol at the event.
2. Alcohol sales must be subject to state and local laws and the Washington State Liquor Control Board requirements. Applicant will be responsible for:
 - a. Ensuring that all servers are licensed bartenders; and
 - b. All liability arising out of service or consumption of alcohol on Pierce Transit property.
3. Your group accepts responsibility for compliance with all requirements of Title 66 of the Revised Code of Washington, including ensuring compliance with the age restrictions for service and consumption of alcohol.
4. Alcohol will only be served and consumed in designated areas, and the permittee assumes all responsibility for allowing and enforcing access to this area.
5. At any event where the applicant proposes to allow for service of alcohol, applicant must procure, at its own expense, a policy, either a Commercial General Liability Insurance or Private Event insurance policy. The policy must include host liquor liability coverage and name Pierce Transit as an additional insured. This policy will be primary and written with limits of at least \$1,000,000 per occurrence. Coverage shall include liability coverage for claims made by third parties for property damage, personal injury or bodily injury or death. Coverage cannot be canceled or reduced without thirty (30) days' written notice to Pierce Transit. A Certificate of Insurance evidencing coverage and a copy of the endorsement naming Pierce Transit as an additional insured must be submitted to Pierce Transit 30 days prior to the event. This requirement is in addition to the requirements for insurance required of all events at which more than seven hundred and fifty (750) attendees are expected.

REFUNDABLE DAMAGE DEPOSIT

APPLICANT'S INITIALS: _____

Refundable \$500 damage deposit is required on all events/activities with more than 750 attendees. Damage deposit check should be made payable to Pierce Transit at:

Attn: Pierce Transit – Community Development
3701 96th St SW Lakewood, WA 98499

Email: FacilitiesUse@piercetransit.org

Refundable damage deposit must be received before a permit can be issued. Provided there is no damage to Pierce Transit's property, the deposit will be returned to your attention within two weeks after the event.

SITE PLAN

APPLICANT'S INITIALS: _____

Submit a final site plan for your event for Pierce Transit review. The site plan must include specific types of activities and structures (both portable and fixed). Also show how you will control traffic on and off the site.

You shall have Fire Marshall approval for the event given your anticipated number of attendees and the configuration of the space. The approval shall be made available to Pierce Transit upon request.

Email site plans to FacilitiesUse@piercetransit.org. Site plans are required before permits are authorized.

SECURITY

APPLICANT'S INITIALS: _____

Security will be provided by your group, utilizing either off-duty law enforcement or a private professional security firm, to be present during the entire event, at a ratio of at least one security supervisor and three security officers or two law enforcement officers per 750 anticipated attendees.

The applicant hereby agrees to abide by the laws of the State of Washington, the County of Pierce, the laws of the municipality in which applicant's activities will take place, and the regulations of Pierce Transit. It is understood and agreed by the applicant that this permit may be revoked or canceled at any time with or without cause.

REVOCAION OF PERMIT: Anyone who violates the Guidelines and Rules for Use of Pierce Transit Facilities or is in otherwise in violation of law will be asked by a representative of the Pierce Transit Department of Public Safety to cease the unauthorized activity. Anyone who fails to promptly cease such activity shall be immediately ejected from the facility, shall have the Facilities Use Permit seized, and may be subjected to fines and/or civil or criminal charges under applicable laws. Failure to use the facility as requested and approved on specific dates and times shall result in the immediate termination of the agreement.

INDEMNIFICATION AND HOLD HARMLESS PROVISION: The applicant agrees to protect, indemnify, and hold harmless Pierce Transit, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, or rights or actions, directly or indirectly attributed to the applicant's activities and/or use of premises in connection with this agreement, except for the sole negligence of Pierce Transit. Applicants may be held responsible for expenses incurred by Pierce Transit arising from the use of the facility. In the event of damage, the applicant agrees to pay promptly Pierce Transit's statement of amount due.

Applicant Signature: _____

Date: _____

Return signed and initialed contract and required fees to:

Kim McGilvery
253.581.8038
FacilitiesUse@piercetransit.org

Mail to: Pierce Transit
Attn: Kim McGilvery
3701 96th ST SW
Lakewood, WA 98499

PIERCE TRANSIT APPROVAL:

Chief Executive Officer: _____

Date: _____