



## **CITY OF REPUBLIC PARK USER AGREEMENT**

1. It is parallel parking only at the park
2. The dumpsters in the alley do not belong to the City; **do not put any garbage in them**
3. The garbage cans are available for the public to use, however they are not for disposal of yard sale items – pack it in, pack it out
4. All items that are brought in must be taken out of the park by the park user
5. Be courteous to other park visitors. The park is for everyone and you do have to share
6. The park user may be billed for repairs for any damage that occurs to the park or park facilities/bathrooms due to users misuse or neglect
7. The park user will be billed for items left behind
8. The park & park bathrooms must be left clean & in good condition

### **Republic Municipal Code – Chapter 12.12 – Park Use Regulations**

#### **12.12.010 - Purpose.**

The city's parks are established and maintained by the city for public recreation purposes.

#### **12.12.020 - Definitions.**

As used in this chapter:

"Alcoholic beverages, liquor or drugs" means alcohol, spirits, intoxicants, wine or beer, as defined in RCW 66.04.010. Drugs as defined by RCW 69.50.101 and 69.50.415.

"Camping" means erecting a tent, shelter, arranging bedding, parking a trailer, van, recreational vehicle, bus, camper or other vehicle for purpose of remaining overnight.

"City" means the city of Republic, Washington.

"Facility or facilities" means any building, equipment, sign, material, shelter, water features, or other physical property including, but not limited to, trees, shrubs, plants, lawns, play equipment, benches, tables, picnic areas, athletic fields, trails or parking area for motor vehicles or owned or maintained by the city. "Motor vehicle" means any self-propelled device capable of being moved upon a road, and in, upon or by which any persons or property may be transported or drawn, and shall include, but are not limited to automobiles, trucks, motorcycles, motor scooters, jeeps or similar type four-wheel drive vehicles and snowmobiles, whether or not they can be legally operated upon the public highway.

"Nightfall" means the period between sunset and sunrise.

"Parks" (collectively referenced as city parks or park) means any recreation or similar property under the ownership, management or control of the city, including but not limited to, Patterson Park, Hesse Park, Slagle Park, and Eureka Park.

"Person" means any individual, group, firm, partnership, corporation or club.

#### **12.12.030 - Hours of operation.**

Except in designated camping areas the city parks hours shall be open from eight a.m. until nightfall.

Camping hours in designated areas are from six p.m. to eight a.m.

Exception:

- A. Organized events taking place in the parks and approved by the city;
- B. Gazebo rental users; and
- C. All designated camping areas are exempt from these hours of operation.

**12.12.040 - Prohibited acts in public parks.**

The following acts are prohibited within the public parks of the city:

- A. No person shall start, build or maintain any open fire within the limits of a public park of the city except in fire pits specifically provided by the city for such purposes, or in charcoal barbecues.
- B. No person shall pick any flower or cut any tree or shrub within a public park of the city except employees of the city duly authorized to do so.
- C. No person shall erect or maintain any tent or other shelter or park any trailer, motor home or automobile between sunrise and sunset for the purpose of camping or staying overnight in a public park of the city unless it is designated for that purpose.
- D. No person shall drive or operate a motor vehicle on the lawns, grass or other planted areas within any public park of the city. The prohibition shall not apply to any wheelchair or human powered vehicle while used in the transportation of any disabled person.
- E. No alcoholic beverages or containers or drugs shall be allowed in any public park in the city unless such person has secured the necessary permits.
- F. No peddlers are allowed to remain in the park without obtaining a peddler's permit from the city clerk's officer. Vendors selling home grown produce or baked goods shall be allowed to sell such goods within a public park, must stay within fifteen (15) feet of the curb or street of the park.

**12.12.050 - Exceptions to prohibited acts.**

Any person or entity desiring to do any of the acts prohibited by [Section 12.12.040](#) shall be entitled to do so if, upon application to the city of Republic, a written authorization is granted. Any written authorization shall specify what activity is to be allowed, the person or entity allowed, and the time for the activity.

**12.12.060 - Camping.**

Tent camping is permitted in designated areas only. Self-contained camping vehicles are permitted in designated areas only provided such activities are carried on in a reasonable fashion that does not constitute a hazard or detract from the enjoyment of others engaged in family activities such as picnicking and social activities permitted by the city.

**12.12.070 - Animals in public parks.**

It is unlawful for any person to allow any animal (except service animals) of any type to enter or remain upon any public park in the city, except while in compliance with local leash laws. Persons bringing animal to any public park of the city are required to properly clean-up after their animal.

**12.12.080 - Special events.**

A. Permits Required.

- 1. Public city parks and facilities are available for private use by groups or organizations through a special event permit. Special event applications/permits may include scheduling use of facilities for any

community special event, private event, sports or entertainment event involving more than routine use of a city park.

2. The city reserves the right to cancel a permit for good cause. If reasonably possible, notice of cancellation shall be given at least twenty-four (24) hours in advance of the event.

3. A cancellation or denial of a special event permit may be appealed to the city council by filing a written appeal with the city clerk within ten (10) days of the date of the decision. Upon such appeal, the city council may reverse, affirm or modify the city's decision.

B. Hours Restricted. Use of facilities shall cease at ten p.m. unless otherwise approved by the city.

C. Sale of Food or Beverages. The sale of food or related food products in public city parks or facilities shall be allowed only through written agreement with the city. All vendors who sell food products must obtain a temporary food service permit through the Tri-County Health Department prior to obtaining written approval from the city to sell food products at special events. The city reserves the right to limit food vendors for organizations who reserve a city park for special events.

D. Special Conditions. Where appropriate, special conditions for the event will be established by the city and included in the permit.

**12.12.090 - Violation—Penalty—Administrative sanctions.**

A. In addition to any criminal charges, fines or penalties, any person who violates the provisions of this chapter shall be guilty of a civil infraction and shall be subject to immediate removal from the park or recreation facility, and a civil penalty not to exceed two hundred fifty dollars (\$250.00).

B. In addition to any prescribed civil penalty, any person failing to comply with any provisions of this chapter shall be subject to the loss of park or recreation facility use privileges.

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

Organization: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Usage Date(s): \_\_\_\_\_ Usage Time: \_\_\_\_\_ to \_\_\_\_\_

Key Sign-out: \_\_\_\_\_ Date: \_\_\_\_\_

Key Sign-in: \_\_\_\_\_ Date: \_\_\_\_\_

***By signing I hereby agree to comply with the Republic Municipal Code for Park Use Regulations and the Park User Agreement Terms.***

Signature \_\_\_\_\_ Date \_\_\_\_\_

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**For Office Use Only**

Employee reserving park \_\_\_\_\_

Date(s) reserved on Calendar \_\_\_\_\_

# INDEMNITY AND HOLD HARMLESS AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_.

By and between the City of Republic, a municipal corporation of the State of Washington, hereinafter referred to as "City" and \_\_\_\_\_, hereinafter referred to as "Indemnitor".

WITNESSETH:

**WHEREAS**, Indemnitor is desirous of utilizing certain property belonging to the City, which property is \_\_\_\_\_; and

**WHEREAS**, City is willing to allow Indemnitor the right to use said property subject to the terms and conditions of this agreement and as long as Indemnitor complies with all federal, state, or city laws, regulations, ordinances or requirements; and

**WHEREAS**, said grant of use is also conditioned upon Indemnitor executing the Indemnity and Hold Harmless Agreement, and naming City on any liability insurance policies purchased for such purpose, and providing proof of said insurance to City.

**NOW THEREFORE**, in consideration of City allowing Indemnitor use of the above described property,

## IT IS HERBY AGREED BY INDEMNITOR AS FOLLOWS:

1. City assumes no liability for any activities on the property described in paragraph two (2).
2. Indemnitor shall comply with all federal, state, or city laws, regulations, ordinances or requirements.
3. Indemnitor, with the intention of binding Indemnitor, its officers, agents, employees, and participants, voluntarily and knowingly releases and discharges City from all claims, demands, actions and judgments that it or they have, or may have, or that anyone claiming through or under them may have or claim to have against City, created or in any way arising out of this agreement or the activities of any of the parties hereto on said property. Indemnitor further agrees, for good and valuable consideration as set forth herein, to indemnify and hold harmless City from all claims, demands, actions and/or judgements, and from all demands of every kind and nature whatsoever that may be claimed or accrued by reason of the use or occupancy of said property that may be created by or arise directly or indirectly by the use or occupancy by Indemnitor, its officers, agents, employees or participants.

**IN WITNESS WHEREOF**, Indemnitor has signed this agreement by day and year first above written.

**INDEMNITOR:**

\_\_\_\_\_  
Signature

**CITY PERSONNEL**

\_\_\_\_\_  
Signature

## **HOLD HARMLESS/INDEMNITY**

I, \_\_\_\_\_, indemnify, hold harmless and defend the City and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the City as a result of loss, damage or injury to person or property by reason of my actions or omission by myself for the purpose of \_\_\_\_\_ (Name of activity)

The undersigned, its officers and employees, shall through the signing of this Agreement, indemnify, hold harmless and defend the \_\_\_\_\_ (City) from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgement of every name and description against the named individual as a result of loss, damage or injury to person or property by reason of any actions or omission by the City, its agents or employees, for the purpose of fulfilling the terms of this Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date