

Guidelines for Business Activity Within Everett Parks (For Less than One Year in Duration)

Everett Recreation Office
802 E. Mukilteo Blvd.
Everett, WA 98203
Tel: (425) 257-8300



Objective

The objective of permitting concession privileges in parks is to provide the public with access to complementary products and services while generating revenue to support ongoing park programs. These guidelines will be used to determine the specific parks where concessions will be permitted and the types of concessions allowed. Except for these designated parks, concessions are approved and placed where the products or services provided are otherwise not conveniently available. Concession privileges will be granted only when the Director of Everett Parks and Recreation (EPRD) or his/her designee has determined that the products or services offered will provide an enhancement to the park and the community.¹

Description

Concessions are considered to be the privilege permitted to an individual or organization to provide business activity on park premises.

Scope

These specifications are intended for application to those concessions permitted and controlled by EPRD.

Applicable City Codes²

- 3.84.080 Leasing and licensing of real property—Exempt agreements.
- 5.04.100 Activity to be conducted at location prescribed in license.
- 46.04.010 Traffic Regulations.
- 9.06.090 Business activity in parks.
- 13.92.040 Distributing Printed Material.
- 5.52.020 Advertising & Decorative Devices.
- 9.06.202 Consumption or possession of liquor in a city park.

Permit Period

Unless specified otherwise, such as a Request for Proposal (RFP) process, the permit period is limited to less than one year (up to 364 consecutive days).

Application Submission Process

1. Complete application form (attached) or complete it on-line at [www.everettwa.gov/_____](http://www.everettwa.gov/). Additional options include downloading and printing the form, calling the Recreation Office at 425-257-8300 ext 2 to mail a form, or visit the Recreation Office at 802 E Mukilteo Blvd (Forest Park) to acquire one.
 - The Application must include at least 3 and no more than 5 photos of vending apparatus or equipment, which can be uploaded if applying on-line.
2. EPRD will review the application and approve or disapprove an application within 5 business days.

¹ In this document a concession licensee is sometimes referred to as the vendor or the concessionaire.

² The Everett Municipal Code (EMC) may be viewed on the internet at <http://www.codepublishing.com/wa/everett/>

3. If approved, the vendor will need to provide a copy of a current City of Everett (COE) business license, liability insurance, fire department permit (if required), and insurance certificate naming COE as additional insured. Full payment is required at this time. No vending is permitted until a contract is fully executed.
4. Once an application is approved and all requirements are met, a License to Use City Property contract will be executed, which may take up to 10 business days to complete.

All short-term vending agreement materials may be obtained at the Recreation office at Forest Park (802 E. Mukilteo Blvd. Everett, WA 98203), by calling (425) 257-8300, or by downloading the forms at <https://everettwa.gov/770/Working-in-Everett>. The application materials may be submitted in person, by fax or by mail.

Approved Concession Products and Services

All concessions are subject to EMC and Park policies/codes and are subject to control and conditions of operation as set forth by the EPRD. Pre-approved concession products and services may include, but are not limited to:

- Food and beverages for immediate consumption
- Fresh cut flowers, maps, umbrellas, sundries
- Fitness & training classes
- Athletic equipment and supplies
- Education & instruction classes, products or services

Requests to have a different item or service considered for approval shall be submitted, in writing, to the Recreation Office Supervisor who shall determine whether the item or service conforms to the criteria listed in the paragraph below.

When choosing which item or service to sell, keep in mind that consideration for approval will be based on the following criteria. All items or services to be sold shall:

- Be vended from a regulation size vending cart (if not a service) unless otherwise approved by EPRD.
- Not lead to or cause congestion or blocking of pedestrian traffic on the sidewalk.
- Involve a short transaction period to complete the sale or render the service.
- Not cause undue noise or offensive odors.
- Be easily carried by pedestrians.
- Not directly compete with a like product or service either sold within or directly adjacent to the park.
- Not harm or encumber park structures, vegetation or other permitted programs, activities or events.

If the item or service does not conform, it shall be listed as prohibited for sale in parks.

Park Categories & Fees

EPRD shall maintain a list of approved parks and locations for product and/or service sales. Each park has been designated within one of the following categories:

Category	Description	Fee
1	Parks that have significant water features, large hard surface area, frequent community gatherings, play equipment, high visibility and/or proximity to a large customer base. (Forest Park, Kasch Park, Thornton Sullivan Park, Legion Park, & Phil Johnson Ballfields)	\$ 25/Day
2	Parks that have significant hard surface, open space and or moderate visibility and proximity to customers. (Harborview Park, Grand Ave Park, Walter Hall Park)	\$20/Day
3	Designated concession parks. You may request a Type C concession for any City of Everett park not currently listed as Category 1 or 2	\$15/Day
4	Education and Fitness. <i>(See Additional Concession Types on page 4)</i> 1-15 participants 15-30 participants 30+ participants	\$20/Day \$25/Day to be negotiated with EPRD

Each park may have multiple concession sites within the park. Each concession site within each park may have specific limitations unique to its location. All fees will be reviewed on an annual basis.

Concession Vending Apparatus and Facilities:

The following are the approved concession apparatus that are allowed. All applications must include 3-5 photos of apparatus.

Type	Description
1 – Push Carts	<p>A wheeled cart capable of being moved by one or two operators by hand.</p> <ul style="list-style-type: none"> Limited in size to no more than 6 feet in length, 4 feet in width, and 5 feet in height exclusive of canopy or umbrella. Canopy is limited to 40 square feet with a minimum clearance above the sidewalk or pathway of 7 feet and a maximum height of 10 feet. Carts must be removed daily and can be no larger than 24 square feet in area (4' x 6'). Carts larger than 24 square feet must be approved by EPRD. The vendor is permitted to vend during park hours of operation. Concessions approved under a Mobile Concession permit are subject to availability. Mobile concessions are allowed in parks where non-mobile concessions exist as long as the products sold are demonstrably different, as determined by EPRD, from the other vendors already permitted in the park.
2 - Trailers	<p>A non-motorized vehicle licensed for towing on streets and highways being no greater than 60 square feet (e.g. 10' x 6') in size and no greater than 10 feet tall exclusive of canopy or umbrella.</p> <ul style="list-style-type: none"> The Canopy is limited to 60 square feet with a minimum clearance above sidewalk or pathway of 7 feet and a maximum height of 11 feet.

Type	Description
	<ul style="list-style-type: none"> • Placement of trailers may be limited in some parks due to the lack of vehicle access or prohibition of vehicles in the park. • Trailers approved for these specific locations may be required to be placed without the use of a vehicle. • Trailers must be removed daily and can be no larger than 60 square feet in area.
3 - Motorized Mobile Vending	<p>A motorized vehicle such as a truck, van, or mobile home licensed for use on streets and highways that is equipped for preparing and vending foods, or for vending approved items or services.</p> <ul style="list-style-type: none"> • Concession is limited in size to a length no greater than 20 feet and to a height no greater than 12 feet. • Canopy is limited to 80 square feet with a minimum clearance above sidewalk or pathway of 7 feet. • Concessions must be removed daily. Concessions must use designated parking or secure approval of EPRD for an alternate location.
4 - Education and Fitness	<p>Provides the Concessionaire the ability to provide education and training classes and or instruction in parks. The services may include programs and services such as educational instruction, fitness training, tours, daycare, tai chi, etc.</p> <ul style="list-style-type: none"> • The Concessionaire is charged a daily fee determined by the average number of students or participants. <i>(See Park Categories & Fees on page 3)</i> • These concessions cannot conflict with any similar, on-going EPRD programs or classes. • The concession is required to vacate any location previously permitted to someone else. • Amplified music with use of amplifier and speakers is not permitted. • A Washington State Patrol Criminal background check is required at the vendor's expense. • All activities shall not interfere with the regular use of the park by the public unless concessionaire has been granted exclusive use of a specific area of the park.

General Concession Requirements

Liability Insurance

The Concessionaire is required to maintain liability insurance as specified by the City in the following paragraphs.

- The Concessionaire shall maintain public liability, products liability, and property damage insurance that protects the Concessionaire and the City and the City's officers, agents, and employees from any of the Concessionaire's operations under this Agreement. The insurance shall provide coverage in an amount not less than \$1,000,000 for personal injury to each person; \$1,000,000 for each occurrence involving property damages; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing, and shall be primary, and shall name as additional insured the City and the City's officers, agents, and employees. The insurance shall provide that the insurance shall not terminate or be canceled

without 30-day written notice first being given to the City Attorney and the EPRD. The Concessionaire shall maintain on file with EPRD a certificate of insurance certifying the coverage required. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

Independent Contractor Status

- The Concessionaire and its employees will not be employees of the City of Everett and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, and workers' compensation, unemployment compensation, and retirement benefits.
- The Concessionaire is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to Concessionaire's activities.

Indemnification

The Concessionaire shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, liabilities and suits (including all attorney fees and costs) arising from the Concessionaire's.

Fire Bureau Inspection and Permit

All concession units using a propane appliance-fuel system are required to obtain the appropriate permit before use under the terms of the concession permit. A permit shall be obtained from the Fire Marshal prior to the use of the cooking propane system. Fire Marshal's Office is located at 2930 Wetmore Avenue Suite 7-A Everett, WA 98201. Go to everettfire.gov to apply for a commercial propane permit online. There is no fee for the permit, and approval from Everett Fire takes 2-3 business days.

Licenses, Fees, and Compliance with Laws and Regulations

The Concessionaire shall obtain all necessary licenses and permits and pay all fees required to operate such concession and shall comply with all federal, state, and local laws and regulations applicable to such operation. Concessionaire must have a current City of Everett Business License, and other applicable licenses such as a health department permit.

General Conditions of Use

- Concessionaires shall not vend or offer glass containers.
- Concessionaire accepts full and complete responsibility for any and all loss of or damage to any item of Concessionaire's property from any cause whatsoever and expressly releases the City of Everett, its officers, agents, and employees, from any liability therefore.
- No concession shall sell a product that directly competes with a like product either sold by a business within or directly adjacent to the park unless by written approval by EPRD.
- A "like" product is one that a reasonable person would consider within the same family of products. (Parks would not allow a vendor to sell a menu of Mexican food that included enchiladas while another sold only enchiladas. An example of other products in conflict: hotdogs/kielbasa and snow cones/slushies.) Parks would not allow these items to be sold in competition with another adjacent business.
- Beverages are not considered to be in competition unless it is the primary product sold.
- A competing "business" would be considered "adjacent to the park" only if its business facade overlooks the park or if the main entrance opens onto a street directly across from the park. Exceptions may be considered for especially large Type A or B parks.

- The Concession permit or privilege therein provided may not be assigned or transferred. Failure to comply with this provision will result in termination of the permit.
- The Concessionaire shall not subcontract work, in whole or in part.
- The Concessionaire shall be responsible for cleanup of all park areas within 100 feet from each concession operating area.
- The Concessionaire is confined to the areas specified in its permit or subsequently determined to be satisfactory by EPRD. Such areas may vary from time to time and may be extended or restricted by EPRD.
- The City shall be under no obligation to furnish shelter, utilities, equipment, furniture, or fixtures.
- Utilities used by or for the benefit of the Concessionaire shall be paid for by the Concessionaire on a rate to be determined by EPRD.
- The Concessionaire shall not place any signage in the park or adjacent right-of-way except which is directly affixed to the vending unit without EPRD approval.
- Pushcarts, trailers and mobile units must be removed from Park property on days and hours when not open for business and at times other than the season and hours of operation as specified.
- Improvements to the park location for the Concessionaire's benefit shall not be made without EPRD's written approval and shall be made at the Concessionaire's expense. Such improvements shall meet EPRD specifications and shall be in compliance with all federal, state and local laws and regulations. Such improvements, unless designated temporary, shall become property of EPRD, or, at EPRD's request, be removed by the Concessionaire, at its sole cost, upon termination of the permit. If removed, area must be returned to a like condition before the improvement at the vendor's expense.
- Prices of items and/or services sold or offered shall be visibly posted.
- Concessionaire shall not sell or distribute alcoholic beverages or tobacco products under the privileges provided herein.
- Concessionaires shall eliminate any unsafe condition or public hazard resulting from or associated with Concessionaire's activities without delay as directed by EPRD.
- Concessionaires shall be responsible for cost of repair or replacement for any damage to park property from Concessionaire's activities.
- Notwithstanding the conditions of operation included herein, the Concessionaire shall abide by all park rules and regulations.
- EPRD may revoke or suspend a vending cart permit or may deny the renewal of said permit if it finds any of the following:
 1. Any required permit, license or document has been suspended, revoked or canceled.
 2. The Permittee no longer has current and effective insurance that meet permit requirements.
 3. The Permittee has violated or failed to meet any of the provisions of the EMC.
- Concessionaire vends any product or service that are police regulated (e.g. guns, alcohol, adult dance club.)
- Generators used must be powered by electricity and meet approval by EPRD.

Rights Reserved

- a. The city reserves the right to reject any and/or all applications, in whole or in part.
- b. In the event that Concessionaire fails to comply with any of the requirements or conditions of the permit, including these specifications, the City reserves the right to immediately

- suspend or terminate the permit by mail or hand delivery of written notice of the breach to Concessionaire, addressed to Concessionaire's last address on file with the EPRD.
- c. EPRD reserves the right to terminate a concession permit or portion thereof should the service prove unsatisfactory in the opinion of the EPRD.
 - d. EPRD reserves the right to determine the exact location within each park where the Concessionaire may conduct operations under the terms of the concession permit.
 - e. The City may terminate a concession permit for any reason deemed appropriate in its sole discretion.
 - f. If a Concessionaire voluntarily terminates its permit, or if the City for any cause terminates the permit, Concessionaire shall forfeit all amounts paid to the City.
 - g. EPRD reserves the right to exclude the Concessionaire from a permitted location for any reason.
 - h. EPRD reserves the right to review and approve all items and services offered and all prices of items and services provided to the public.
 - i. EPRD reserves the right to add or withdraw park locations from the list of approved locations without notice.
 - j. EPRD reserves the right to issue permits for any park for any use deemed appropriate by EPRD. Such permitted use may include distribution and/or sale of items and services similar or identical to items and services provided by Concessionaire. Such permitted use may result in the temporary exclusion of the Concessionaire from privileges described herein or may result in a temporary change of Concessionaire's location and/or times of operation.

Payment

1. Total fee is due at the time of vending approval.
2. Payments can be made by cash, check (payable to the City of Everett), VISA or Mastercard. Any payments may be processed at the Recreation Office located at Forest Park at 802 E. Mukilteo Blvd. Everett, WA 98203.

Commencement of Work

Concessionaire agrees that operations conducted pursuant to the permit will not be commenced until after all applicable requirements have been met, including but not limited to:

1. Adequate proof of liability insurance.
2. The permit is fully executed by all parties.
3. City of Everett Business License shall be obtained and a copy provided to the EPRD.
4. Snohomish County Mobile Unit Food Service License shall be obtained and a copy provided to the EPRD.
5. Concessionaire is required to meet onsite with EPRD or park ranger prior to first business day.
6. Concessionaire will obtain a proof of vending tag from the Recreation office. The tag must be prominently displayed on the vending apparatus.
7. Each concessionaire employee must obtain and wear a vending tag while on duty. Tags are available at the Recreation office upon approval of a vending permit.

Important Links

City of Everett Business License
<https://everettwa.gov/175/Business-License>

Snohomish County Health District
<http://www.snohd.org/>

Example

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/10/2012
PRODUCER [REDACTED] [REDACTED] [REDACTED]	Phone: (425) 212-3505	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: [REDACTED]		
INSURER B: [REDACTED]		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	[REDACTED]	05/10/2012	05/10/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	Y	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS [REDACTED]	[REDACTED]	04/04/2012	04/04/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CERTIFICATE HOLDER IS LISTED AS AN ADDITIONAL INSURED IN RESPECTS TO WORK PERFORMED BY NAMED INSURED.

CERTIFICATE HOLDER	CANCELLATION
CITY OF EVERETT AND ITS EMPLOYEES, AGENTS, AND OFFICERS 802 EAST MUKILTEO BLVD Everett, WA 98203	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  (BEN)

Everett Parks and Recreation Department
802 W. Mukilteo Blvd. Everett, WA
425-257-8300

Short Term Vendor Application

A short term vendor shall be defined as Vending no more than one calendar year.

Vendor: _____ Date: _____

Contact Info: _____ Phone: () _____ Cell: () _____

Address: _____ Email Address: _____

City, State, Zip: _____

Product Sold or Service Provided: _____

Dates and times requested:

Dates: _____ Time: _____ Park Category #: _____

Concession Type: 1 2 3 4 Park Name: _____ Location within Park: _____

Circle one

Fees to be paid to City of Everett:

1. Per day fees range from \$25/day to \$15/day for every designated space. *See guidelines "Parks Categories & Fees" on page 3 (Fees may be adjusted as necessary).*
2. No refunds.
3. TOTAL FEE DUE: _____

Use additional sheets if necessary.

Terms and Conditions: (See Guidelines for Business Activity within Everett Parks attached)

1. All products will be approved by the Parks and Recreation Department prior to space assignment.
2. Vendor will keep products contained in the rented space.
3. Vendor is responsible for cleaning up the area.
4. All products must be removed from the park by closing time.
5. The City of Everett is not responsible for any damage and/or loss of any product at any time.
6. All vendors must pay all necessary business licenses and permit fees and all applicable taxes.
7. The Parks and Recreation Department will be in charge of assigning all spaces. The space assignment will be on a first-come-first-serve basis.
8. For vendors requesting electricity, a request must be received 3 business days prior to requested date of vending.
9. All vendors serving food or drinks must provide a copy of their food handler's permit and a copy of their certificate of insurance evidencing Commercial General liability insurance with limits no less than \$1,000,000 combined single limit per occurrence.
10. All vendors serving food or drinks must also provide proof of contract with the Snohomish County Health Department (425-339-5250).
11. Applicant must be the same person as the vendor.
12. City of Everett business license.

Vendor shall defend, indemnify, release, and hold harmless the City, its officers, officials, employees and volunteers from any and all claims, injuries, damages, losses or suits including attorney's fees arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of the City.

I have read and understood the guidelines and application:

Authorized Vendor Signature: _____ Date: _____

Name (please print): _____

For Office Use Only

Staff Signature: _____ Date: _____

LICENSE FOR USE OF CITY PROPERTY

This License, dated as of this _____ day of _____, 20__, is by and between the City of Everett, a municipal corporation (the “*City*”) and _____ (the “*Licensee*”).

The parties agree as follows:

1. The Licensee may use the City Property stated below on the date(s) stated below for the use stated below:

Dates: _____ Time: _____

Park Category #: _____ Concession Type: 1 2 3 4 5
Circle one

Park Name: _____ Location within Park: _____

2. The Licensee agrees to pay the City \$ _____ for the use of the City Property.

3. The Licensee releases and shall defend and indemnify the City, its officers, agents, and employees, from and against any and all claims, actions, demands, suits, expenses, losses, or liability, arising from or relating to this License or the Licensee’s use of the City Property. Solely and expressly for the purpose of its duties to indemnify and defend the City, the Licensee specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51, RCW. The Licensee recognizes that this waiver of immunity under Title 51 RCW was the subject of mutual negotiation.

4. During the Licensee’s use of the City Property, the Licensee shall have commercial liability insurance coverage with \$1,000,000 combined single limits. Prior to the Licensee’s use of the City Property, the Licensee must provide the City with a certificate of insurance naming the City of Everett, its officers, employees, and agents as additional named insureds.

5. The City may revoke this License at any time, with or without cause, at the sole option of the City.

6. This License is limited to the Licensee and may not be transferred or assigned.

7. No amendment of this License is effective unless in writing and signed by both parties. Exclusive venue for any lawsuit arising from or relating to this License is Snohomish County Superior Court.

8. The 2015 “Guidelines for Business Activity Within Everett Parks” is incorporated herein by reference.

CITY OF EVERETT, WASHINGTON

LICENSEE

By: _____
Ray Stephanson, Mayor

Date

By: _____
Typed/Printed Name:
Position/Office:

Date

ATTEST:

Sharon Fuller, City Clerk
Date: _____

APPROVED AS TO FORM:

James D. Iles, City Attorney
Date: _____