

Commercial or Non-recreational Use Permit Rules and Conditions

THIS PERMIT IS ISSUED WITH THE FOLLOWING **CONDITIONS** TO PROTECT NATURAL OR PARK RESOURCES, OR TO SAFEGUARD PUBLIC HEALTH, SAFETY OR WELFARE:

1. **Permittee must clean-up any debris immediately upon completion of the work.**
2. **Permittee must immediately notify park staff of injury or property damage of any kind that occurs during the scope of the Permittee's work pursuant to the Permit.**
3. Permittee agrees **never to block public access** to any of the facilities, including means of ingress and egress, for more than **thirty minutes** to load and unload without prior written consent of the Director of the Parks and Waterways Department (Director). This permit does not grant the Permittee exclusive use of County facilities.
4. Permits may not be assigned to other entities or individuals without the prior written consent of Director.
5. No permits will be issued to utilize the County facilities on weekends (Fri. Sat. Sun.) or summer holidays (Memorial Day, 4th of July, Labor Day) without prior written consent of the Director. Permittee shall comply with any special instructions received from the Director.
6. No alterations, modifications, improvements, or damage of any nature shall be made on or to any County property, including natural and historic features; and no improvements shall be made without the prior written approval of Director. Violations of this provision may constitute an infraction or misdemeanor and result in civil and criminal penalties. Prior to expiration of the Permit, Permittee shall clean and restore County property to original condition, unless prior written approval by the Director allows any different condition satisfactory to County.
7. By signing below, Permittee agrees to defend, indemnify, and hold Kootenai County, its officers, agents and employees free from any liability, claims, suits and actions, or liabilities for injury or death of any person, or for loss or damage of property, which arise out of the use of County property pursuant to this Permit.
8. **Liability Insurance in the amount up to \$1,000,000.00, naming Kootenai County as an insured, shall be required as determined by the Director of the Parks and Waterways Department (Director). Insurance amount determinations shall be in the sole discretion of Director.**
9. **General Liability Insurance must provide that Kootenai County, its officers, agents, and employees are named additional insureds for all coverage provided by the policy of insurance and shall be fully and completely protected by the policy from all claims.**
10. **Insurance companies used for purposes of an Event Permit shall be rated A-VII or better in the A.M. Best Rating Guide.**
11. **The County is not liable for payment of any premiums or assessments on this policy**
12. Permittee shall comply with County rules, regulations and procedures governing Kootenai County parks and programs, and all federal, state, county, and municipal laws, ordinances or regulations that are applicable to the area or operation authorized herein.
13. All cancellations prior to seven (7) full days before an event will result in an 80% refund of Permit fee. Cancellations within seven (7) days of an event will not be eligible for any refund. The Director reserves the right to cancel all permits if the Permittee is in violation of the terms or conditions of the Permit, where cancellation is due to such violation(s), no refund shall be available. The Director reserves the right to cancel all permits due to construction and/or maintenance, natural disaster, civil disaster, or emergency. In the event of cancellation due to construction and/or maintenance, natural disaster, civil disaster, or emergency, a 100% refund will be provided.
14. Director, authorized agents, and County reserve the right to order the change of location or the removal of any structures or facilities authorized by a Permit at any time. Any such change or removal will be made at the sole expense of the Permittee, its successors or assigns. When a Permit is terminated prior to its stated expiration date pursuant to this provision, the Permittee will receive a refund of fee paid.
15. Permit grants no exclusive license or privilege, and shall not prohibit the County from granting other permits or licenses of like or other nature to other public or private entities; nor shall it prevent the County from using or constructing roads and structures over or near the lands encompassed by the Permit, or affect the County's right to full supervision and/or control over any or all property at issue in the Permit.
16. The Director may cancel a Permit where the Person Responsible fails to comply with any or all provisions, terms, conditions, or other rules and/or special instructions, and where Permittee through willful or unreasonable neglect fails to heed or comply with notices given. No refund shall be available in the event of such cancellation.