



Commercial Use Permit / Temporary Vendor Permit & Application

Office Use Only:

Permit No. _____

Annual Vendor

Vendor Dates: _____

A non-refundable \$50 permit fee and proof of insurance must accompany this application. Permit may take up to 30 days to process. Additional information such as itineraries, calendar of activities and maps should accompany this application. If these items are not included and staff must request them, this may delay approval of permit. *Business activity cannot take place until approved CUP is returned by State Parks and received by applicant.*

Instructions:

1. Fill out the application form including signature and date.
2. Attach your insurance certificate and proof of non-profit status (if applicable).
3. Include maps, itineraries, calendar of activities or other relevant information for your group/activity.
4. Enclose the application fee of \$50.00.
5. Mail everything to: Washington State Parks, P.O. Box 42650. Olympia, WA 98504-2650

1. Business Information			
Business Name			
Doing Business As (DBA)		UBI or Business License Number (Required)	
2. Contact Information			
Contact Person/Title		Field Contact (if different)	
Mailing Address	City	State	Zip
E-Mail Address	Business Phone Number		Cell Phone Number
3. Activities Proposed dates and times may not be approved due to other authorized special activities. Additional terms apply.			
Provide a detailed description of activities. If additional space is needed, please attach a separate page, planned itineraries, or other relevant information.			
Times per year activity will take place?	Days of the week activities will take place?	Average size group?	
4. Parks/Location Washington State Parks has the right to limit use or forbid certain activities from taking place at specific parks.			
List each park name and proposed location within the park where the activity will take place. DO NOT write vague answers such as "same as last year" or "all San Juan parks." Attach maps and trail routes if known.			

Permittee Acknowledgment: I attest that the information submitted on this form and any attachments are true, complete, and accurate to the best of my knowledge. By signing this form, the permittee, its agents and employees agree to conduct the authorized activities under this permit in accordance with the attached terms and conditions and any special terms that are incorporated upon the issuance of this permit. Any violation of the terms and conditions or false information presented constitute grounds for revocation of this permit.

Signature of Permittee

Date

Office Use Only:

- Approved Approved with Changes Additional Terms Denied

Accounting		
Date:	CJ# or CC#	Amount Paid:
End of Season:		

Signature of Authorized State Representative

Date

GENERAL TERMS AND CONDITIONS

- Term.** This permit is good for one calendar year (January – December).
- Fees – Annual Permit Holders.** For Profit Businesses: \$2 per person, per day, per park. Non-Profit Businesses: \$1 per person, per day, per park. Per person charge shall include staff and clients.
- Fees – Temporary Vendors.** No per person charge shall apply. Other fees may be charged depending on type of vendor/event. Permit and fee are good only for dates shown on the face of this permit. A new application and permit fee is required for each event vendor will participate in.
- End of Season Report.** Permittee shall document all usage on an End of Season Usage Report and submit to State Parks no later than one month after activities have ended for the season. An annual CUP will not be issued for subsequent years until State Parks receives the End of Season Usage Report and payment fees for prior years. This report is due whether you conducted activities in a state park or not. Temporary vendors are excluded from this term.
- Business Transactions.** This permit does not authorize the permittee to solicit business, advertise, collect fees, or sell any goods or services on property owned or managed by State Parks. This includes, but not limited to: receiving or exchanging money or compensation by barter, cash, credit card, or other financial instrument; entering into any contracts or rental agreements; soliciting for signatures, waivers, or hold harmless agreements from business customers. The Permittee shall make no representation to the public that said Permittee is authorized to transact business on State Parks property by virtue of this Permit. Temporary vendors are excluded from this term.
- Advertising.** The Permittee shall display no signs, banners, or other advertisements for the purpose of soliciting business on property owned or managed by Washington State Parks. Logos and signs painted or attached to vehicles are permissible, provided they are permanently affixed. The Permittee shall not distribute any brochures, flyers, or other promotional literature on property owned or managed by State Parks. Temporary vendors are excluded from this term.
- Non-Exclusive Use.** This permit shall not be construed as limiting the rights of State Parks to issue similar permits for the same or similar activities in the area covered by this permit. The Permittee shall have no exclusive rights, privileges, or possessory interest to use State Parks owned or managed property, including, but not limited to, parking spaces, staging areas, trail areas, picnic and kitchen shelters, campsites, docks, piers, floats, watercraft launching or water areas. Furthermore, the Permittee shall have no exclusive rights or privileges to conduct the given activity on State Parks owned or managed areas.
- Lawful Operations.** The permittee agrees to operate in accordance with all local, state, and federal laws and regulations. The issuance of this authorization does not alleviate the necessity of the permittee to obtain all required local, state, and federal licenses, tags, permits, registrations, and certifications that are applicable to the permittee's activities. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
- Protection of Public Health, Safety, and Welfare.** The permittee shall exercise diligence in protecting the health, safety, and welfare of clients and the general public. Washington State Parks may require the permittee to submit copies of applicable industry standards and require the permittee to adhere to those standards.

10. **Natural Hazards:** The permittee recognizes and understands that natural hazards are likely to exist within the area of his/her operation. The permittee agrees to take all reasonable precautions to make himself/herself aware of these hazards and to advise all clients of the hazards. The permittee is responsible for ensuring the safety of the clients under his/her supervision.
11. **Protection of Lands, Facilities, and Resources.** The commercial activity shall not damage, destroy, or diminish state property, natural amenities, or facilities except for normal wear and tear. No natural vegetation shall be cut, pruned, cleared, or altered and no soil disturbed without prior approval of State Parks. State Parks reserves the right to observe and inspect the area affected by the commercial activity and take whatever action it deems necessary to protect natural resources and people on the state property or to restore any damages to natural resources or state property at Permittee's cost and expense.
12. **Other Permits.** Permittee shall obtain and be in possession of all permits and licenses required for the permitted use including a copy of this approved Commercial Use Permit (or vehicle display CUP). Permittee and permittee's customers shall have a valid Discover Pass or day pass while parking on State Park owned or managed land. The permittee may also be required to obtain additional permits depending on the activity (Sno-Park Permit, Boat Launch Permit, photography permit).
13. **Insurance.** Permittee is required to have general liability insurance with coverage limits not less than \$1,000,000 (one million dollars). The liability insurance policy must also list Washington State Parks and Recreation Commission as the additional insured and provide State Parks with a copy of the insurance certificate. Insurance must be valid for the term of the commercial use permit.
14. **Indemnity.** Permittee shall indemnify, hold harmless, and defend the State, its officers, agents, and employees from liability of any nature or kind, including costs and expenses for or on account and any and all legal actions or claims of character whatsoever resulting from any actual or alleged claims, losses, or lawsuits directly or indirectly resulting from use of State Parks owned or managed land.
15. **Report of Damage.** The permittee shall be liable for the repair of any damages to lands, facilities, or resources resulting from the activities of the permittee, his/her agents, employees, or clients.
16. **Geographic Limit/Private Property.** This permit is applicable only for the use of the parks designated on the permit. This permit is not applicable to lands not owned or managed by Washington State Parks. Many state parks are bounded by private property and permission to use private property must be obtained in advance from the land owner. Use of private land without permission is trespassing.
17. **Report Abnormal Sightings.** The permittee agrees to notify park staff of any problems, abnormal conditions, or unusual conditions observed while operating on/over park lands.
18. **Strict Compliance Required.** Any failure by Permittee to comply with the General Terms and Conditions to State Parks' satisfaction constitutes grounds for immediate revocation of the permit, per Section 19 below, at the sole discretion of the State Parks Director or Director's designee.
19. **Revocation.** Notwithstanding the stated term (duration) of the permit, this permit may be revoked by State Parks for 1) failure to strictly comply with the General Terms and Conditions, or 2) any good cause, as determined at the sole discretion of the State Parks Director or Director's designee. Any revocation of this permit may result in denial of future permits by the same permittee. **PERMITTEE HEREBY ACKNOWLEDGES AND AGREES THAT REVOCATION OF THE PERMIT DOES NOT GIVE RISE TO ANY CAUSE OF ACTION, LEGAL OR ADMINISTRATION REMEDIES, ENTITLEMENT TO REFUND OR FINANCIAL COMPENSATION, AND PERMITTEE WAIVES ANY AND ALL CLAIMS AGAINST WASHINGTON STATE PARKS AND RECREATION COMMISSION.**

WAC 352-32-330 – Commercial Recreation Providers – PERMITS

- 1) Commercial Recreation Providers are required to register and possess a commercial recreation provider permit in order to engage in commercial recreation use of state parks. Registration for commercial recreation provider permits requires completion of application forms, providing proof of insurance and paying the appropriate fees.
- 2) Except as provided in WAC 352-32-310, any violation of this section is an infraction under chapter 8.84 RCW.

**APPROVED AS TO FORM ONLY:
OFFICE OF THE ATTORNEY GENERAL**

Signature

Andy Woo

Andy Woo, AAG

Date

12/29/2021