

SAMPLE

(Filming, Parade, Bicycle, Pedestrian, etc.) **Event Agreement**
Agreement #

(Name and Address of EVENT PERMITTEE)

Re:
(Event Name)
Event Agreement
Event Dates

This agreement, made and entered into on this ____ day of _____, 20____, by and between the Washington State Department of Transportation, hereinafter referred individually to as "WSDOT" or "Party", and _____ hereinafter referred to individually as the "EVENT PERMITTEE" or "Party", and collectively referred to as "Parties" for the purpose of staging a _____ event on state highway(s) right of way.

Whereas, the EVENT PERMITTEE intends to operate an event described as follows: _____

_____, hereinafter referred to as the "Event".

Whereas, WSDOT and the Washington State Patrol, hereinafter referred to as "WSP" have determined that the Event may impact traffic operations on state highway(s) to the extent that special traffic controls or other safety considerations are required; and

Whereas, WSDOT and WSP conditionally approves your Event on the highway(s) listed in the route table below, on the date or dates of _____, subject to the terms and conditions in this Agreement and any attached Exhibits.
(Insert Route Table Here)

NOW, THEREFORE, in consideration of the terms, conditions, performances and covenants herein set forth WSDOT and the EVENT PERMITTEE agree as follows:

I. Administration and Procedures

- A. The purpose of this Agreement is to define WSDOT's requirements and the Parties' responsibilities concerning operation of the Event on state highway right of way. This Agreement is not effective unless or until signed by WSDOT and by the EVENT PERMITTEE prior to the commencement of the Event. The Parties understand that no guarantees, representations, promises, or statements expressed or implied have been made by WSDOT except to the extent that the same are expressed in this Agreement signed by both Parties.

Any modification to the Agreement will be by written amendment to the Agreement, signed by both Parties. WSDOT reserves the right to postpone or deny operation of an Event when approval is requested without sufficient advance notice, as determined by WSP or WSDOT.

- B. EVENT PERMITTEE is responsible for securing approval from local agencies or communities in unincorporated areas that may be impacted by the Event. If the Event takes place on city streets without access control that are part of state highways, EVENT PERMITTEE shall furnish WSDOT with courtesy copies of any traffic control, insurance, or liability agreements made with local agencies.
- C. EVENT PERMITTEE is responsible for all costs incurred by WSDOT and WSP. WSDOT and WSP shall submit separate billings to EVENT PERMITTEE to recover individual agency costs and such billings shall be paid by EVENT PERMITTEE within 30 days from EVENT PERMITTEE's receipt of each billing. If the operations of the Event require substantial use of WSDOT and/or WSP labor, equipment, or materials as determined by WSDOT and/or WSP, then the EVENT PERMITTEE is required to enter into a separate cost reimbursement agreement with WSDOT and/or WSP. The cost reimbursement agreement with WSDOT guarantees reimbursement of all Event related costs to WSDOT and shows costs associated with the Event that must be paid by the EVENT PERMITTEE. WSDOT and/or WSP's "Costs" shall include, but not limited to, labor costs, equipment related costs, and indirect costs for services, such as; traffic control, maintenance operations and work zone safety or other highway operations activities.
- D. EVENT PERMITTEE is responsible for cleaning up immediately after operation of the Event and returning any and all state highway facilities to the state or condition that existed prior to the Event. This work is to be done at EVENT PERMITTEE'S expense and to the satisfaction of WSDOT.
- E. Any base of operations, or storage or staging area for the Event shall be located outside the state's right of way. Prior authorization from WSDOT shall be required for any base of operations, storage or staging areas to be located within the right of way.

- F. The EVENT PERMITTEE shall include WSDOT and WSP in their waiver or release of damages signed by the Event participants. For those Event participants who are minors, the release must be signed by the parents or guardians of the participant minor.

I, (NAME OF PARTICIPANT), DO HEREBY RELEASE, DISCHARGE, AND HOLD HARMLESS THE WASHINGTON STATE TRANSPORTATION COMMISSION, THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, THE WASHINGTON STATE PATROL, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND WHATSOEVER FOR ANY DAMAGE, LOSS, OR INJURIES KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN WHICH MAY RESULT FROM MY PARTICIPATION IN THE (NAME OF EVENT), INVOLVING STATE HIGHWAYS, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN.

- G. The EVENT PERMITTEE is required to comply with all laws and regulations concerning its use of state highway right of way for the Event, and to ensure that the Event participants comply with such laws and regulations.

II. Insurance

- A. The EVENT PERMITTEE, at solely his or her expense, shall obtain and keep in force during the term of the Event, general liability insurance coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) and \$2 million in the aggregate. If vehicles are used as part of the event operation, a minimum commercial automobile liability coverage in the amount no less than \$1 million per occurrence. The insurance policies shall be with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48.05, RCW. For legal description and additional conditions see Exhibit A, attached hereto and made a part hereof.

III. Indemnity

- A. EVENT PERMITTEE its successors, or assigns, will protect, save, and hold harmless WSDOT, its authorized agents, and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of EVENT PERMITTEE, its assigns, subtenants, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with the Event and/or this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off state

highway right of way. EVENT PERMITTEE further agrees to defend WSDOT, its agents, or employees, in any litigation, including payment of any costs or attorney's fees, for any claims or actions commenced, arising out of, or in connection with acts, or activities related to the Event and/or this Agreement, whether those claims, actions, costs, damages, or expenses result from acts or activities occurring on or off state highway right of way. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its authorized agents, or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents, or employees, and (b) EVENT PERMITTEE, its assigns, subtenants, agents, contractors, licensees, invitees, or employees or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of EVENT PERMITTEE or EVENT PERMITTEE's assigns, subtenants, agents, contractors, licensees, invitees, or employees.

- B. WAIVER. EVENT PERMITTEE agrees that its obligations under this Section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while occupying state highway right of way for any purpose. For this purpose, EVENT PERMITTEE hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter Title 51 RCW.
- C. The indemnification provisions contained in this Section shall survive the termination or expiration of this Agreement.

IV. Venue

- A. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action or proceeding shall be brought in Superior Court in Thurston County, Washington, and EVENT PERMITTEE herein submits to jurisdiction thereunder.

V. Traffic Control (When required)

- A. WSDOT has determined that a traffic control plan is necessary for this Event and has been previously reviewed by WSDOT and are attached hereto as Exhibit B and by this reference incorporated into this Agreement. All components of the traffic control plan shall conform to the standards of the Manual on Uniform Traffic Control Devices (MUTCD). If a portion of the Event occurs within city

limits, the EVENT PERMITTEE shall submit a copy of the traffic control plans to the city. In addition, traffic control plans shall meet the following requirements and restrictions:

1. EVENT PERMITTEE is responsible for acquiring all traffic control devices, and shall have all traffic control devices installed per the traffic control plan prior to commencement of the Event.
 2. EVENT PERMITTEE shall ensure that traffic control operations requiring flagging shall be performed by certified flaggers, or off-duty law enforcement officers.
- B. For Events that WSDOT has determined a full closure or rolling slowdown will be used, the following requirements shall be met:
1. Events requiring a rolling traffic break (intentional slowing of traffic through a moving roadblock, provided by WSP) shall operate at a speed greater than 35 mph on full access control highways. In no event shall any vehicle exceed the regulatory speed limits, provided that emergency vehicles are exempt from this requirement when responding to an emergency.
 2. The EVENT PERMITTEE is required to provide notification of a road closure, at least 72 hours in advance, to all fire and law enforcement departments, ambulance companies, and transit agencies that would be affected by the closure. The EVENT PERMITTEE is required to comply with [RCW 47.48.020](#) and with any subsequent amendments thereto. Notice of closure signs that EVENT PERMITTEE shall post under purview of this statute shall state at a minimum, 'SR or Ramp__ TO BE CLOSED day, date, time AT location.' , provided that EVENT PERMITTEE shall insert the day, date, time and post at each end of the state highway, county road, or city street or portion thereof to be closed or restricted. The signs shall have 6-inch minimum size capital black letters on a white background with a black border and shall be fabricated so the sign will not be affected by weather conditions.
 3. WSDOT shall inform EVENT PERMITTEE if a pre-event meeting is required. The EVENT PERMITTEE shall ensure that WSDOT, WSP, local agency and a representative from emergency services are in attendance of the meeting that is mutually agreed upon. The purpose of the meeting is to highlight Event logistics, traffic control plans and discuss emergency response communication and protocol. The meeting shall take place prior to the commencement of the Event.

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EVENT PERMITTEE and WSDOT agree that operational decisions and/or emergency situations may require road/lane closures and rolling slowdowns to be opened or ceased immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location and specific time of day that any road/lane closures and rolling slow down, or any other part of the traffic control plan may be implemented. Neither WSDOT nor WSP shall be liable for any damages, or loss arising from the decision to reopen lanes during the Event closure.

EVENT PERMITTEE shall indicate concurrence by signing and returning the enclosed copy of this Agreement to WSDOT address, (insert *your* email address) or fax number provided below. Failure to do so, or any alteration of this document, will render this agreement invalid. If EVENT PERMITTEE has any questions or concerns, the EVENT PERMITTEE shall contact (*WSDOT contact*) at (*telephone #*). WSDOT may change the

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name of the WSDOT contact and telephone number by notifying EVENT PERMITTEE and without a written amendment.

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective entities to the obligations set forth herein.

EVENT SIGNATURE

WSDOT SIGNATURE

SIGNATURE

SIGNATURE

DATE

PRINTED NAME

State Traffic Engineer
Washington State Department of
Transportation
HQ Traffic Office Division
PO Box 47344
Olympia Washington 98504-7344
Fax: (360) 705-6826

TITLE AS OFFICE WITH (event name)

DATE