

Sample
(Filming, Parade, Bicycle, Pedestrian, etc) Agreement
Agreement # _____

(Name and Address of event coordinator)

Re: SR _____
(*Filming, Parade,*
Bicycle, Ped. etc.)
Event Agreement

This agreement, made and entered into on this ____ day of _____, 20____, by and between the Washington State Department of Transportation, hereinafter referred to as "WSDOT", and the event coordinator _____ hereinafter referred to as the "EVENT COORDINATOR", representing _____, for the purpose of staging a _____ event on state highway(s) rights of way.

Event Description

_____, 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.

Whereas, WSDOT with the advice of WSP conditionally approves EVENT operations on SR___ at or near milepost __.__, on the date or dates of _____, subject to the terms and conditions in this Agreement and any attached Exhibits.

Administration and Procedures

1. WSDOT enters into this written agreement with you for the purpose of defining responsibilities and requirements for EVENT operations on state highways. This Agreement is not effective unless or until signed by WSDOT and countersigned by you prior to the commencement of the EVENT. WSDOT assumes no obligation for any EVENT, pursuant to an agreement form that is unsigned, or altered by the EVENT COORDINATOR without WSDOT concurrence. WSDOT reserves the right to postpone or deny an EVENT operation when approval is requested without sufficient advance notice, as determined by WSP or WSDOT.
2. You are encouraged to use county roads or city streets if at all possible. You are 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, you shall furnish WSDOT with courtesy copies of any traffic control, insurance, or liability agreements made with local agencies.

3. You are responsible for any and all agreed costs incurred by WSDOT and WSP enumerated here in Exhibit D. WSDOT and WSP shall submit separate billings to you to recover individual agency costs and shall be paid by you within 30 days from receipt of the billing. If the EVENT operations require substantial use of WSDOT and/or WSP labor, equipment, or materials, then the EVENT organizers are required to enter into a cost reimbursement agreement with WSDOT and/or WSP. The cost reimbursement agreement guarantees reimbursement of all EVENT related costs to WSDOT and WSP and shows costs associated with the event that must be paid by the EVENT organizers. (See Exhibit D). WSDOT and WSP costs for labor, equipment, and/or materials will be based on contracted amounts as determined by statute, and requirements for highway operations. Typical WSDOT and WSP activities may include, but are not limited to; labor costs, equipment related costs, indirect costs for service, such as; traffic control, maintenance operations and work zone safety or other highway operation activities.
4. You are responsible for cleaning up immediately after EVENT operations and returning any and all state highway facilities to the state or condition that existed prior to the EVENT.
5. 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.
6. For events having participant registration forms, you are encouraged to include WSDOT and WSP in a statement of waiver or release of damages against the state of Washington, for signature by event participants or parents or guardians of participant minors. A sample release for such forms is as follows:

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 which may result from my participation in the (name of event), involving state highways, known or unknown, foreseen or unforeseen.
7. Information in attached EXHIBITS may identify existing regulatory prohibitions of specific types of traffic on limited access highways, such as the pedestrian prohibition on full access controlled highways.

Liability

1. EVENT COORDINATOR, 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 providing bodily injury, property damage, and personal injury coverage for the state of Washington for any liabilities, including all costs of defense, arising out of the use of state highways for the EVENT. Said general liability coverage shall be written on an “*occurrence*” basis, not a “*claims made*” basis, and shall provide coverage no less than the coverage provided by a *Commercial General Liability Coverage Form (CG 00 01 07 98 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or endorsements that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. EVENT COORDINATOR, at his or her expense, shall obtain and keep in force during the term of the EVENT commercial automobile liability coverage in an amount no less than \$1 million per occurrence (combined single limit of liability) providing bodily injury and property damage coverage for the State of Washington as an additional insured under said policy. Said liability coverage shall provide coverage no less than the coverage provided by a *Commercial Automobile Liability Form (CA 00 01 07 97 ISO* or later). Said policy shall not be subject to any self-insured retained limit of liability, or any endorsement that would limit the coverage provided by the original policy form, except to the extent that coverage is limited to claims arising from the EVENT. An affidavit verifying proof of insurance reflecting the required coverage is required and must be in the possession of WSDOT and WSP prior to commencement of the event. (See EXHIBIT C - Parades, to determine if insurance will be required for parades on city streets that are also state highways.)
2. EVENT COORDINATOR shall indemnify and hold the state of Washington harmless against any and all claims or actions of any type of nature by third parties for injuries or property damage, including all costs of defense, caused by or arising out of the EVENT.

Venue

1. 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 a court of competent jurisdiction situated in Thurston County, Washington, and EVENT COORDINATOR herein submits to jurisdiction thereunder.

Traffic Control

1. WSDOT has determined that a traffic control plan is necessary for this EVENT. Operational details specific to the EVENT are contained in EXHIBIT __, attached hereto. All components of the traffic control plan shall conform to the standards of the Manual on Uniform Traffic Control Devices (MUTCD). Such plans must be approved by the WSDOT Regional traffic engineer(s) and are coordinated by the State Traffic Engineer for inter-regional events. In addition, traffic control plans shall meet the following requirements and restrictions:
 - EVENT COORDINATOR is responsible for acquiring all traffic control devices, and shall have all traffic control devices installed per approved plan prior to commencement of the EVENT.
 - Traffic control operations shall be performed by certified flaggers, or off duty law enforcement officers.
 - Any 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, freeway type highways. In no event shall any vehicle exceed the regulatory speed limits.
 - Traffic control plans may include proposals to close shoulders, lanes, or entire sections of state highways. Information about the proposed closures including dimensions such as overall distance, lane or shoulder widths, times and dates, and detour plans shall be included in the approved traffic control plans. Closures on interstate and other access controlled, freeway type highways will not be allowed.
 - Road closures will be considered only where no other traffic control strategies appear satisfactory, and where an adequate detour route is available. The EVENT COORDINATOR is required to provide notification of the closure, at least 72 hour in advance, to all fire and law enforcement departments, ambulance companies, and transit agencies that would be affected by the closure. The EVENT COODINATOR is required to comply with RCW 47.48.020, a copy of which is hereto attached. (The copy of RCW 47.48.020 has been provided as a courtesy. It may or may not have current amendments. EVENT COORDINATOR is responsible for reading and complying with any subsequent amendments to the statute that are not attached). Notice of closure signs posted under purview of this statute shall read, at a minimum, 'SR__TO BE CLOSED day, date, time AT location.' The signs shall have 2-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.

2. If an element of the traffic control plan such as road or lane closures, or rolling traffic breaks impact traffic operations, a pre-event meeting, scheduled by the EVENT COODINATOR may be required. The EVENT COODINATOR, WSDOT, WSP should attend this meeting, along with a representative of any local agency impacted by the EVENT. The purpose of the meeting is to ensure that the traffic control plan and related operational procedures are finalized and participants understand their

roles and responsibilities prior to commencement of the EVENT. Minor events (as determined by WSDOT or WSP) may not require this operational meeting.

3. EVENT COORDINATOR and WSDOT do agree that operational decisions and/or emergency situations may require road/lane closures to be opened immediately. WSP is responsible for traffic enforcement, and has final authority regarding the location and specific time of day that any road/lane closures, 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 an event closure.

Please indicate your concurrence by countersigning and returning the enclosed copy of this Agreement to the WSDOT address or fax number provided below. Failure to do so, or any alteration of this document, will render this agreement invalid. If you have any questions or concerns, please contact (WSDOT contact) of my staff at (telephone #).

Event Signature

SIGNATURE

PRINTED NAME

TITLE AS OFFICE WITH (event name)

DATE

WSDOT Signature

SIGNATURE

WSDOT OFFICE TITLE

DATE

ADDRESS

FAX #

