



PORT OF BELLINGHAM  
*Washington State*

# Public Space

Use Policies and  
Procedures

# Public Space Use Policies and Procedures

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## **INTRODUCTION**

The following information is provided to communicate a uniform policy that shall apply to everyone while visiting or using Port of Bellingham facilities that are open to the general public and to describe the services available in certain Port of Bellingham public spaces.

Reservations and scheduling for use of these public spaces is required for any community, special or private event that involves more than visiting or routine use by the public at large.

The following public spaces have been categorized for their intended type of use and are available to the public for community or private activities:

### **PARKS AND OPEN SPACES**

Zuanich Point Park, Squaticum Harbor, Bellingham Fairhaven  
Marine Park, 300 Harris Avenue, Bellingham  
Tom Glenn Common, Bellwether on the Bay, Bellingham

### **CONFERENCE ROOMS**

Bellingham Cruise Terminal, Conference Room B, 355 Harris Avenue, Bellingham

### **DOWNTOWN WATERFRONT EVENT FACILITIES**

Peter Paulsen Stage  
The Portal Event Tent  
Container Shop(s)  
Food Truck Pads  
Downtown Waterfront Unimproved Area

### **EVENT FACILITIES**

Bellingham Cruise Terminal, 355 Harris Avenue, Bellingham  
Blaine Boating Center, 235 Marine Drive, Blaine  
Squaticum Boathouse, 2600 Harbor Loop (Zuanich Point Park), Bellingham  
Fisherman's Pavilion, 2599 S Harbor Loop (Zuanich Point Park), Bellingham

## **OVERVIEW OF RESERVATION PROCEDURE**

1. Obtain scheduling information and reserve facilities by contacting the Port's Meeting Facility Coordinator at 360-676-2500, or fax at 360-594-4409 or by e-mail at [events@portofbellingham.com](mailto:events@portofbellingham.com); or in writing at PO Box 1677, Bellingham, WA 98227-1677.
2. Obtain application forms, facility layout diagrams and general policy information at [www.portofbellingham.com](http://www.portofbellingham.com), or at the office of the Meeting Facility Coordinator, Port of Bellingham, 1801 Roeder Avenue, Bellingham.

## **PURPOSE AND PRIORITY**

The design and purpose of Port public spaces is to provide public access, support Port business operations, and facilitate community uses. In an effort to balance community access and private demand, the Port has decided to offer, whenever possible, certain public spaces for community and private events when they do not overly restrict access by the general public or interfere with Port business operations. It is in this spirit that the Port reserves the right to restrict or deny use of Port public spaces.

The Port retains the right to cancel any reserved use without any liability to the Port in the event of an emergency or for other Port requirements, as determined by the Executive Director. In the event a scheduled use must be canceled, the Port will notify affected groups or individuals with as much notice as possible.

## APPLICATIONS AND MAKING RESERVATIONS

Scheduling shall be on a first-come, first-serve basis. Applications will be processed in the order received. Submittal of an application does not guarantee availability. Applications shall be reviewed and can either be accepted, limited, or denied.

To have a confirmed reservation for a designated public space, a “User” needs to complete the following steps:

1. Complete, sign and return an application form (available at [www.portofbellingham.com](http://www.portofbellingham.com)).
2. Pay the required non-refundable security deposit (the first half of the room fee) for the public space area or facility.

**NOTE: The remainder of the use fees and the refundable damage deposit are due at least ten (10) business days prior to use of the public space. The reservation will be canceled if the remaining User fees and minimum refundable damage deposit are not timely made. For Users who reserve a public space within ten (10) business days of the intended use, the use fees and damage deposit are due in full upon receipt of the application.**

**NOTE: The minimum refundable damage deposit may be increased at the Port’s discretion depending on the type of activity.**

3. Provide appropriate insurance, if determined by the Port, naming the Port as an additional insured by endorsement.

**NOTE: There may be some cases where the Port determines that an activity or intended use of the public space is of a nature for which insurance should be obtained. Should the Port determine that evidence of insurance is required, a copy of the insurance certificate in the minimum amount of One Million Dollars (\$1,000,000) and with an insurer satisfactory to the Port naming the Port as an additional insured by endorsement must be provided at least ten (10) business days prior to use of the public space. The reservation will be canceled without liability to the Port if the insurance certificate is not timely provided.**

4. Provide any plans associated with a High Impact use, if applicable.
5. Receive a Port receipt of approval of the application form and acceptance of the security deposit and applicable insurance. This receipt will serve as confirmation and proof of reservation.

Applications submitted more than twelve (12) months in advance of the month of the intended use may be subject to rate increase. Applications submitted within three (3) days of use will be considered on a case-by-case basis. During any rolling twelve (12) month period, a maximum of three (3) applications are allowed by the same User for separate uses of reserved space for events or meetings scheduled to be held on a Friday, Saturday, or Sunday. Submittal of an application is not a confirmation of use. Applications will be reviewed and may be either accepted, limited, conditions, or denied.

### ***Fees and Payment***

A schedule of facility rental rates is available on the Port’s website at <https://www.portofbellingham.com/274/Book-a-Meeting-Event>. Rates are subject to change.

A time minimum may apply for hourly rentals.

User fees may be paid by check, money order, cash, or credit card. Checks and money orders are to be made payable to the Port of Bellingham. If paying by cash, Users are requested to have the exact amounts, as change is not readily available.

### ***Food Truck Seasonal Commitment Deposit***

In order to best support interim uses on the Downtown Waterfront, food truck pad reservations will require a Five Hundred Dollar (\$500) refundable Seasonal Commitment Deposit. After two (2) no-shows for a reserved day, the deposit will be forfeited; after the third (3<sup>rd</sup>) no-show, vendor may lose food truck pad reservation and the Port may accept a reservation for the space from a different vendor.

### ***Rights and Privileges***

Individuals or groups without confirmed reservations must relinquish the public space when proof of a valid Port receipt for the reservation of that public space is presented. If no receipt of reservation for the public space is presented, then the public space is available on a first-come, first-served basis.

If unauthorized or uncooperative individuals will not relinquish their hold on the public space for which a User has a confirmed reservation, the User should first attempt to notify the Port. However, if the situation warrants, the User has the right to notify local law enforcement. In the event of an emergency, call 911.

### ***Rescheduling Processing Fee***

Applicants will not be charged for the first request to reschedule a single time and/or date; however, multiple schedule changes will be charged a rescheduling processing fee at a rate of Twenty-Five Dollars (\$25) per time or date change.

### ***Cancellations and Refunds***

All requests for refunds must be made in writing to the Port of Bellingham, Attention: Meeting Facility Coordinator, P. O. Box 1677, Bellingham, Washington 98227 or emailed to [events@portofbellingham.com](mailto:events@portofbellingham.com). Once received, refunds generally will be issued in ten (10) to fourteen (14) days.

**NOTE: To receive a partial refund (any payments made in addition to the non-refundable security deposit), cancellation must be made in writing a minimum of twenty (20) business days prior to the date reserved.**

**NOTE: When User cancellation occurs with less than twenty (20) business days' notice prior to the date reserved, all User deposits, fees, and charges shall be forfeited, unless User can provide evidence of death, medical emergency, or extraordinary circumstance beyond the User's control, which the Meeting Facility Coordinator will review and may rely on to refund User deposits, fees, and/or charges.**

**NOTE: No security deposit refunds will be issued due to weather conditions.**

After the event, Users will receive a refund of their damage deposit upon the return of the public space to a neat, clean, and undamaged condition. If the public space is not returned to pre-event condition, the Port will clean or repair any damage and deduct the labor and materials from the minimum refundable damage deposit. If the damage exceeds the amount of the minimum refundable damage deposit, the User will be required to pay the excess within fifteen (15) business days of the Port sending an invoice to the contact information on the application.

Should the Port be required to cancel reservations due to an emergency or other Port requirement, the User is eligible for a full refund of amounts paid to the Port, without further liability to the Port.

### **SET UP**

Users are responsible for providing or making arrangements for any special needs or equipment for their activity. Any use that requires site preparation or set up of equipment, furniture, fixtures, or other personal property is restricted to areas which do not directly interfere with entries, exits, tenants or Port business operations and requires prior written permission of the Port. Tables, chairs, signs, banners etc. are not allowed near or in front of entry doors.

Signs advertising or promoting the event are not permitted on Port property without permission of the Port, which may

be sought from the Meeting Facility Coordinator.

Port equipment, furniture, tables, chairs, fixtures, or other personal property may not be moved or rearranged without prior permission and specific direction from the Port. Port furniture is not allowed outside the event facility.

Should set up be required outside of regular facility or park and open space hours, additional fees may be incurred for security costs.

Upon request, the Port will provide facility layout diagrams.

## **BREAKDOWN & CLEAN UP**

Use of a public space is conditioned upon the return of the premises to a neat, clean, and undamaged condition **at or prior to** the ending time that User has reserved the space. Following an event, Users are responsible for food removal, clean up, and return of facility to its original setting. Failure of individuals to vacate public space at designated time may result in forfeiture of damage deposit and denial of subsequent reservation of Port public spaces.

The individual or entity signing and completing the application form will be considered the responsible party for usage of the public space (the "User") and shall be responsible for the actions of their guests, caterer, and/or agents. The minimum refundable damage deposit is not a limitation on the liability of the User for damage to the premises. If the damage exceeds the amount of the minimum refundable damage deposit, the User will be required to pay the excess within fifteen (15) days of receiving an invoice.

Users must carefully adhere to each of the clean-up items specified on the back side of the application.

All garbage must be removed from the public space area or facility by the User. Should excessive garbage be anticipated, it is the responsibility of the User to arrange and pay for the obtaining and removal of their own garbage receptacles.

## **HOURS OF USE**

The hours of use are the following:

- Port Parks and Open Spaces: Dawn to Dusk
- Conference and Meeting Rooms: 7:30 AM to 11:00 PM  
Event Facilities: 8:00 AM to 12:00 Midnight
- Downtown Waterfront Event Facilities: Subject to Approval by Meetings & Events Department
- Food Truck Pad Required Hours, unless determined otherwise by staff: 11:00 AM to 8:00 PM

Users who have reserved a public space and/or facility for all day must vacate the premises **at or prior to** its designated closing time; otherwise, the User will be billed an additional labor/cleaning charge.

No food trucks may be on Port property before or after day-of hours of use.

## **USE IMPACT**

Use impact assessments shall be made from review of applications submitted. Failure of Users to fully disclose the intended use of the public space may result in denial of subsequent reservation of Port public spaces.

Activities may be classified by the Meeting Facility Coordinator as "High Impact" based on the type of activity in the public space requested and/or the anticipated attendance of the activity. It shall be at the sole discretion of the Port to determine whether a particular use is High Impact. In the event a reserved use is designated High Impact, the Port may require additional plans as part of the User's application, including but not limited to plans for site use, garbage disposal, parking and parking enforcement, and/or security.

## **PUBLIC SPACE USE STANDARDS**

***The following use standards apply to everyone while visiting or using public spaces for community, special or private events.***

### ***Conduct***

Organizations or individual members of the public practicing, supporting, or promoting activities which are contrary to local, State or Federal law shall not be permitted to reserve Port public spaces for such purposes.

All activities shall be conducted in a civil manner consistent with community standards and Port policies. Individuals or groups being disruptive or causing damage may be asked to leave and or denied subsequent reservation of facilities.

During the use of the Port's facilities, User will not exclude anyone in the participation in, deny anyone the benefit of, or subject anyone to discrimination because of the person's race, creed, religion, color, national origin, citizenship or immigration status, age, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

### ***Tents***

Tents are allowed for private or community rental of Port parks and event facilities with written permission from the Port. Please call the Meeting and Events office for more information on cost and rules.

### ***Smoking***

Smoking, vaping, and the use of electronic cigarettes is prohibited in all Port buildings.

### ***Marijuana and Illegal Drugs***

Use of marijuana and illegal drugs on Port property is prohibited.

### ***Alcohol***

The possession, service, sales, opening, or consuming of any alcoholic beverages is prohibited in all public space areas or facilities, except in those community, special or private uses where:

1. The User has completed and signed the rental contract, checked the section indicating alcohol will be served, and such contract is then initialed by the Meeting Facility Coordinator; and
2. The User has obtained insurance in an amount and with an insurer satisfactory to the Port naming the Port as an additional insured by endorsement.

**NOTE: Port facility rental customers who plan to serve alcohol are required to obtain a certificate of liability insurance in the minimum amount of One Million Dollars (\$1,000,000), naming the Port as additional insured by endorsement. Evidence of insurance or insurance certificates must be provided at least ten (10) business days prior to use of the public space. Failure to provide documentation of insurance may result in cancellation without liability to the Port.**

Users are solely responsible to ensure all applicable federal, state, and local laws and regulations have been fulfilled, including without limitation any regulations regarding permits or authorizations. Any required permit or authorization must be posted in a conspicuous place for the duration of an event. Furnishing alcohol to or permitting the consumption of alcohol by persons under age twenty-one (21) is prohibited.

### ***Candles, Flowers, Balloons***

The Port does not allow helium balloons, fog or bubble machines, lanterns, heat-producing equipment, or other smoke-

emitting materials or devices. The port does not allow glitter, confetti, rice, birdseed, or flower petals. The Port allows flowers in the Event Facilities and parks if they are contained, but does not allow flower petals to be spread or tossed inside the facilities. No tacks, nails, staples, or tape is to be used on walls. Candles are allowed only if they are in a container that insures wax will be contained. Nothing shall be suspended from, hung by, or otherwise attached to overhead fire suppression piping or equipment.

### ***Food and Catering***

Users that choose to self-cater, or opt to use the services of a caterer that is not on the Port of Bellingham's Pre-qualified Caterer's list, need to obtain a Certificate of Liability Insurance policy in the minimum amount of one million dollars naming the Port of Bellingham as an additional insured by endorsement. A copy of the insurance certificate must be provided to the Port not less than ten (10) business days prior to facility use. Failure to provide documentation may result in cancellation of reservation at no liability to the Port.

The scope and cost of services provided to the User by their caterer is solely between the User and the Caterer, and the Port is not responsible for fulfillment of the catering agreement. The Port does not provide table linens, china/dishware, flatware, or table service settings. If the User or Caterer chooses to cover the tables in the Port's facilities, the table covers must be flame retardant.

**NOTE: Users are responsible for ensuring their caterer follow all guidelines as written in the *Public Space Use Policies and Procedures*. Failure of User and/or Caterer to comply with any of the guidelines may result in denial of subsequent use of Port public spaces.**

### ***Music***

Music may be permissible as long as it does not interfere with Port business operations or tenants. Unreasonably loud music that interferes with Port business operations or tenants will not be allowed. Users desiring to have music in outdoor areas must obtain permission from the Port prior to use.

**NOTE: The businesses at the Bellingham Cruise Terminal are in operation until 8pm. Users may not have music outside of the dome before 8pm.**

### ***Garbage***

No person shall throw or deposit garbage on any Port property, except in public receptacles and in such a manner that the garbage will be prevented from being carried or deposited by the elements upon any part of the facility or grounds, or upon any street or other public place. Where public receptacles are not provided, all garbage shall be carried away and properly disposed of.

Fines for littering shall be imposed in accordance with local municipal codes and regulations.

### ***Firearms and Fireworks***

The possession of firearms and other dangerous weapons, except those in the possession of authorized law enforcement personnel, is prohibited in event spaces and conference rooms,.

The possession or discharge of any common fireworks or sky lanterns is prohibited in or upon all Port public space areas, regardless of whether such discharge is generally permitted by State or local law.

### ***Safety and Security***

Persons using Port public spaces do so at their own risk and agree to defend, indemnify, and hold harmless the Port as to any claims or suits arising out of such use.

Individuals shall be responsible for the security of all personal items while visiting or using any Port facility. The Port is not responsible for the damage, loss or theft of personal items and does not provide security for Users of public spaces.



The Port may require some individuals or groups, depending on the type of activity or use, including but not limited to High Impact use, to take precautions by acquiring security personnel acceptable to the Port. Costs incurred to acquire security personnel shall be the responsibility of the User.

Users must abide by all rules, codes, laws, regulations, and Port policies in connection with the use of Port property. Activities shall be conducted in a safe and reasonable manner.

### ***Signs***

It is prohibited to place any sign or advertising on or in any Port public space without permission of the Port.

### ***Restricted Areas***

It is prohibited for any person except a duly authorized Port employee in the performance of his or her duties, or other person authorized by law, to enter or go upon any area which has been designated and posted as a “no admittance” or “closed to use” or a “no trespassing” area.

### ***Motor Vehicles***

Motor vehicles may be operated only on paved roadways and may be parked only in designated paved or graveled parking areas. “Paved roadways” as used in this subsection does not include paved ways marked for the exclusive use of pedestrians, bicycles, or wheelchairs. The general speed limit for all vehicles on Port paved roadways and within Port parks is ten miles per hour (10 mph) unless otherwise posted.

### ***Parking***

Everyone must observe and adhere to each facility’s parking regulations. Parking spaces at Port facilities are for the use of the general public and/or facility patrons during open-facility hours. Parking while a facility is closed, overnight parking and residential parking on or at Port facilities are prohibited. Clear access must be maintained for businesses operating in the vicinity of the reserved space. Vehicles that violate this policy may be towed at the vehicle owner’s risk and expense.

Reserving Port facilities for High Impact use, with large numbers of people attending, may require a special parking agreement with the Port.

### ***Pets and Animals***

With the exception of certified service animals, animals are not allowed in Port buildings open to the public except by written permission of the Port.

All pets and animals, where allowed on Port property, must be under control by means of a leash, restraints or in suitable carriers.

Owners or handlers are responsible for cleaning up their animal’s waste deposits left on Port property. Owners and handlers are required to have in their possession the equipment necessary to remove their animal’s fecal matter when accompanied by said animal on Port property or adjacent public easements or right of ways.

No person shall hunt, catch, or injure any wild animal or bird on Port property.

### ***Overnight Camping***

Overnight camping is prohibited on or in Port public spaces except by written permission of the Port.

### ***Campfires***

Campfires are prohibited on or in Port public spaces except by written permission of the Port.

### ***Destruction, Removal or Encroachments of Port Property***

It is prohibited for any person to remove, injure, deface, damage, or destroy Port property. This applies to all aspects of the natural or landscaped environment and to any structure, object, equipment, improvement, or other Port property.

It is prohibited to collect, gather, or harvest natural resources or other materials on Port property except by written permission of the Port.

It is prohibited for any person other than a duly authorized employee or agent of the Port to do any of the following:

1. Place, erect, or maintain any structure or obstruction of any kind on Port property.
2. Deposit or store any refuse, debris, vegetation, personal property, garbage, or any other material on Port property.
3. Mow, prune, cut, clear, plant on, or otherwise alter or disturb any natural or landscaped property.

***Thank you for contributing to the community effort to preserve the natural beauty and resources of the Port of Bellingham's public parks and facilities.***