

RULES OF CONDUCT

FOR KITSAP TRANSIT VEHICLES, FACILITIES, AND PROPERTIES

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RULES OF CONDUCT FOR KITSAP TRANSIT VEHICLES, FACILITIES, AND PROPERTIES

ARTICLE I -- INTRODUCTION

KT vehicles, facilities, and properties are intended to provide public transportation services for the benefit of KT employees and the general public. Pursuant to RCW 36.57A.010 and 36.57A.080, and in order to maintain public transportation services that are orderly, safe, secure, comfortable and convenient, the following Rules of Conduct for Kitsap Transit Vehicles, Facilities and Properties (the "Rules of Conduct") have been adopted by the KT Board of Commissioners. The Rules of Conduct are intended to regulate conduct occurring on KT vehicles, within or upon KT facilities and properties, and in connection with KT's provision of public transportation services.

All KT vehicles, facilities, and properties to include transfer centers, bus shelters, park and ride lots, bus stops and all other areas within a one-thousand foot perimeter of these properties are designated as Drug-Free Zones.

The Rules of Conduct consist of five separate articles, which include the following: Article I -- Introduction; Article II -- Definitions; Article III -- Regulation of Conduct; and Article IV -- Public Communication Activities: KT Transit Vehicles, Facilities and Properties; and Article V - Public Communication Activities: The Bremerton Transportation Center. Unless otherwise provided herein, reference to the phrase "Rules of Conduct" shall collectively include Articles I through V.

If any one or more of the provision(s) in the Rules of Conduct shall be declared by any court of competent jurisdiction to be contrary to law, then such provision(s) shall be null and void and shall be deemed separable from the remaining provisions in the Rules of Conduct and shall in no way affect the validity of the other provisions of the Rules of Conduct.

ARTICLE II -- DEFINITIONS

As used in these Rules of Conduct, the words herein shall have the meanings provided in this Article II. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words imparting the singular number shall include the plural numbers and vice-versa, unless the context shall otherwise dictate.

A. "Bus shelters" shall mean those structures located in transit vehicle loading zones that provide cover for the general public to board and deboard transit vehicles.

B. "Commercial activity or activities" shall mean any enterprise or venture by groups or individuals for the purpose of promoting or selling products or services to KT employees or the general public, whether for profit or not.

C. "General public" shall mean any person or group of persons, including KT employees not acting in an official capacity at the time.

D. "News racks" shall mean any stand, box, structure, rack, or other device which is designed and used for the sale of and/or distribution of newspapers, periodicals, magazines, or other publications or combinations of the same. The placement of news racks within or upon KT facilities and properties shall be the subject of a separate KT policy not reprinted here.

E. "Park-and-ride lots" shall mean locations at which persons park their individual vehicles and transfer to a KT transit vehicle or car/vanpool vehicles, including all physical improvements and landscaping.

F. "Permit" shall mean a permit that gives a Permittee authority to conduct public communication activities in a manner consistent with applicable endorsements, limitations, rules and procedures described in Rules of Conduct.

G. "Permittee" shall mean any individual, firm, partnership, corporation, organization, association, or entity of any kind who obtains a Permit as described above.

H. "Person" shall mean any individual, firm, partnership, corporation, organization, association or entity of any kind.

I. "Public communication activity or activities" shall mean the posting or distributing of flyers, pamphlets, brochures, books or other written material, collecting petition signatures, political campaigning, demonstrating, displaying signs, picketing, unscheduled playing of musical instruments or other performances, public speaking, conducting surveys, soliciting or receiving of funds or contributions of any kind for any purpose, or otherwise communicating or attempting to communicate to the general public.

J. "Public transportation services" shall include the definition of public transportation services in RCW 36.57A.010(8), together with vanpools and fixed route and paratransit services, whether operated by KT or any governmental agency, private person, firm or corporation contracting with KT pursuant to chapter 36.57A RCW.

K. "Rules of Conduct" shall mean the rules of conduct adopted by resolution by the Board of Commissioners of Kitsap Transit which regulate conduct occurring on KT vehicles, within or upon KT facilities and properties, and in connection with KT's provision of public transportation services. Unless otherwise provided herein, such definition shall include, collectively, Articles I through IV.

L. "KT" shall mean Kitsap Transit, a Washington municipal corporation and Public Transportation Benefit Area organized and operating under and by virtue of the laws of the State of Washington.

M. "KT employee" shall mean any part-time or full-time, temporary or regular, exempt or non-exempt, represented or non-represented person, including an intern or contracted party, who is compensated by KT for services by wages, salary, or other remuneration.

N. "KT facilities and properties" shall mean all facilities, structures, schedule and news racks, kiosks, bulletin and information boards, lands, interest in lands, air rights over lands, and rights of way of all kinds that are owned, leased, held, or used by KT for the purpose of providing public transportation services, including, but not limited to, park and ride lots, transit centers, bus shelters, public streets and sidewalks that are used by the general public to board and disembark transit vehicles. Unless otherwise provided herein, such definition shall include The Bremerton Transportation Center.

O. "Table Endorsement" shall mean a written endorsement that grants to a Permittee permission to use a table, chair, or other furniture (e.g., easels, risers, etc.) as part of their authorized activity, consistent with applicable rules and procedures.

P. "The Bremerton Transportation Center" shall mean the downtown transit center located at 151 1st Street, Bremerton, WA 98337, the interior first floor and the adjacent exterior zones where the general public boards and disembarks transit vehicles and/or Washington State or Kitsap Transit vessels. The interior is open for general public access/egress only when The Bremerton Transportation Center services are operating or for authorized post-service period events.

Q. "Transit centers" shall mean locations where transit routes have a common terminus and where facilities are provided to facilitate general public boarding and alighting from transit vehicles, including all physical improvements and landscaping.

R. "Transit-related activities" shall mean activities associated with the provision or support of KT public transportation services, the use of those services by the general public, or KT sales, promotion or maintenance activities in support of KT public transportation services.

S. "Transit vehicle" shall mean a municipal transit vehicle defined in RCW 46.04.355. It also includes any transit agency maintenance vehicle or supervisor van.

T. "Vehicle(s)" shall include any Kitsap Transit buses, cars, vans or ferries.

ARTICLE III -- REGULATION OF CONDUCT

A. PROHIBITED CONDUCT

The following conduct is prohibited on KT vehicles, within or upon KT facilities and properties, and in connection with KT's provision of public transportation services:

1. Engaging in any conduct prohibited by RCW 9.91.025 or prohibited by any federal, state, or municipal civil or criminal law;
2. Except in a designated place, chewing tobacco or smoking or carrying a lighted or smoldering pipe, cigar, cigarette, or e-cigarettes;
3. Discarding litter other than in designated receptacles;
4. Dumping or discarding any materials on Kitsap Transit property, including but not limited to hazardous substances and automotive fluids;
5. Playing any radio, recorder, or other sound-producing equipment, except that nothing herein shall prohibit the use of such equipment when connected to earphones that limit the sound to individual listeners or the use of communication devices by KT employees, KT contractors, or public safety officers in the line of duty, or the use of private communication used to summon, notify, or communicate with other individuals (e.g. pagers, beepers, or cellular telephones, two-way portable radios);
6. Spitting, urinating, or defecating, except in the appropriate plumbing fixtures in restroom facilities;
7. Failure to maintain a reasonable level of personal hygiene. It is not Kitsap Transit's objective to enforce personal hygiene standards on the public, but in order to maintain a clean and safe environment to all who use Kitsap Transit's vehicles and property, passengers who may contaminate an area

- due to blood, urine, fecal matter, or other body fluids will be refused transportation. This includes those whose body odor is so offensive that others would complain and/or vacate the immediate area. This also includes odors which unreasonably disturb others or interfere with their use of the transit system, whether such odors arise from one's person, clothes, articles, accompanying animal or any other source;
8. Carrying any flammable liquid, explosive, acid, or other article or material likely to cause harm to others except that nothing herein shall prevent a person from carrying a cigarette, cigar, pipe lighter or carrying a firearm or ammunition in a way that is not otherwise prohibited by law or these Rules of Conduct;
 9. Obstructing or impeding the flow of KT vehicles or passenger traffic or hindering or preventing access to KT vehicles or property. This includes causing unreasonable delays in boarding or alighting, blocking or partially blocking an aisle or stairway with package or object, occupying or reclining in more than one seat, or otherwise unlawfully interfering with the provision or use of public transportation services;
 10. Disturbing others by engaging in loud, raucous, unruly, harmful, aggressive, violent, or harassing behavior (flashing gang signs or displaying gang colors is considered harassing behavior);
 11. Destroying, defacing, or otherwise damaging Kitsap Transit property;
 12. Possessing any open beverage container holding alcohol or possessing controlled substances, unless otherwise authorized by law;
 13. Carrying, exhibiting, displaying, or drawing any firearm, dagger, sword, knife or other cutting or stabbing instrument, club, or any other weapon capable of producing bodily harm, including tasers or stun guns, and pepper spray in a manner, under circumstances, and at a time and place that either manifest an intent to intimidate another or warrants alarm for the safety of other persons, unless otherwise authorized by law;
 14. Throwing an object at or out of Kitsap Transit vehicles, facilities, or property, or throwing an object at any person on Kitsap Transit property;
 15. Allowing any animal to occupy a seat on KT property, to run at large, to unreasonably disturb others, to leave waste matter on KT property, to board KT vehicles unless secured in an approved pet container/carrier (Exception: Service Animals), or to interfere with Kitsap Transit related activities.

- 16.** Engaging in other conduct that is inconsistent with the intended purpose of the KT facility, transfer center, or transit vehicle and refusing to obey the lawful commands of a Kitsap Transit agent or law enforcement officer to cease conduct;
- 17.** Roller-skating, rollerblading, or skateboarding;
- 18.** Riding bicycles, unicycles, mopeds, or other motorcycles, except where public vehicle travel and access is permitted;
- 19.** Eating on Kitsap Transit vehicles or in prohibited areas of Kitsap Transit facilities and properties;
- 20.** Drinking, except from a spill-proof container, on Kitsap Transit vehicles or in prohibited areas of Kitsap Transit facilities and properties;
- 21.** Using a public address system, loudspeaker, or other sound-amplifying device, except as authorized by Kitsap Transit or its designee;
- 22.** Using Kitsap Transit property for residential or commercial parking purposes except as authorized by Kitsap Transit, its designee, or by law;
- 23.** Operating, stopping, standing, or parking a vehicle in any roadway or location restricted for use only by Kitsap Transit vehicles or otherwise restricted;
- 24.** Sitting or lying on floors of Kitsap Transit vehicles or floors, sidewalks, asphalt, or other ground covering in or on Kitsap Transit facilities and properties;
- 25.** Sleeping, camping, or storing personal property on benches or floors on or within Kitsap Transit vehicles, facilities, properties, unless otherwise authorized by law;
- 26.** Entering or remaining upon any non public areas of Kitsap Transit facilities or properties, including, but not limited to, staging areas, work areas, and equipment rooms, except when authorized by Kitsap Transit or its designee;
- 27.** Entering Kitsap Transit vehicles, facilities, or properties without wearing a shirt (or other suitable article of clothing adequately covering the upper body torso) and/or shoes unless medical accommodation is preauthorized by Kitsap Transit to allow for coverings other than shoes;

- 28.** Engaging in commercial activities, except when such activities are authorized by Kitsap Transit or its designee in a written permit, license, concession contract, lease, or other written authorization;
- 29.** Engaging in public communication activities, except as such activities are authorized by Article IV and V;
- 30.** Engaging in any civic, cultural, or other special event, not included in the definitions of commercial or public communication activities in Article IV herein, except as such activities are authorized by Kitsap Transit or its designee in a written permit, license, concession contract, lease, or other written authorization;
- 31.** Committing any act which tends to create or incite, or creates or incites, an immediate breach of peace, including, but not limited to,
 - a) Fighting
 - b) Racing,
 - c) Obscene language and noisy or boisterous conduct tending to cause a breach of the peace, and
 - d) Personally abusive epithets or words or language of an offensive, disgusting, or insulting nature, which epithets, words, or language when addressed to the ordinary citizen causes anger or apprehension;
- 32.** Engaging in sexual activity with self or others while riding or accessing Kitsap Transit vehicles, facilities, or properties;
- 33.** Displaying or reading pornographic materials where others may see it;
- 34.** Engaging in gambling or any game of chance for the winning of money or anything else of value;
- 35.** Using Kitsap Transit vehicles, facilities, or properties for non-transit-related activities, except as authorized by Kitsap Transit or its designee;
- 36.** Entering Kitsap Transit vehicles, facilities, or properties when lacking the ability to care for oneself because of illness, intoxication, or medication(s);
- 37.** Extending an object or a portion of one's body through the door or window of a Kitsap Transit vehicle;

38. Hanging or swinging on bars or stanchions with feet off the floor while on Kitsap Transit property or hanging onto or otherwise attaching oneself to the exterior of a Kitsap Transit vehicle or other Kitsap Transit property;
39. Engaging in any physical sport activity on Kitsap Transit property;
40. Loitering or “hanging out” (customers are expected to board the next scheduled Kitsap Transit bus or ferry boat traveling in the direction of their destination);
41. Refusing to allow proper securement of a wheelchair or other mobility device (e.g. motorized four or three-wheeled scooter, segway) on Kitsap Transit vehicles;
42. Failure to pay the appropriate fare as required by Kitsap Transit, falsely representing oneself as eligible for a special or reduced fare, or obtaining any permit or pass related to the Kitsap Transit ORCA (One Regional Card for All) fare system by making false representation;
43. Falsely claiming to be a transit operator or other Kitsap Transit employee or volunteer, or, through words, actions, deeds and/or the use of clothes, insignia, or equipment resembling department-issued uniforms and equipment, creating a false impression that one is a Kitsap Transit operator or other Kitsap Transit employee or volunteer;
44. Interfering or tampering with mobile data computers, fareboxes, ORCA fare equipment, or any other equipment on Kitsap Transit vehicles or properties;
45. Laying hands on or verbally intimidating a Kitsap Transit operator or Kitsap Transit employee, including spitting on them;
46. Exceeding the number of no-shows allowed under the ACCESS procedures, provided that trips missed are for reasons beyond the customer’s control shall not be counted as no-shows;
47. Impeding ACCESS service through non-compliance with the ACCESS procedures;
48. Violating an Exclusion Order issued under these Rules of Conduct; and

49. Unlawful discharging a laser towards a Transit Operator while they are driving or performing their duties, causing impairment of the safety or operation of a transit vehicle or causing an interruption or impairment of service by negatively affecting the Transit Operator (RCW 9A.49.020).

B. ENFORCEMENT

1. Exclusion from Service.

(a) ***Basis for Exclusion.*** Any person engaging in prohibited conduct under these provisions of Article III, Section A, may be refused service, ordered to leave, or otherwise restricted in the use of Kitsap Transit vehicles, facilities, or properties by a commissioned law enforcement official, Kitsap Transit personnel, or authorized personnel of a transit agency contracted service provider. Failure to immediately comply with such removal or exclusion order may be grounds for prosecution for criminal trespass and/or unlawful transit conduct.

(b) ***Immediate Exclusion or Removal.*** A Kitsap Transit employee may immediately reseal, refuse transportation (refuse service), or remove from Kitsap Transit vehicles (buses and ferries), facilities, or properties without prior written notice a person who has engaged in prohibited conduct under Article III, Section A, which, in the Kitsap Transit employees' discretion, poses a safety or security risk, interferes with or impinges on the rights of others, impedes the free flow of the general public, or impedes the orderly and efficient use of Kitsap Transit vehicles (buses and ferries), facilities, and properties. If an individual who is immediately excluded or removed is also excluded from future access to Kitsap Transit vehicles (buses and ferries), facilities, and properties, Kitsap Transit should, to the extent possible, give notice to that individual of the future exclusion pursuant to Section B(1)(c).

(c) ***Notice Procedure.*** KT may give a person to be excluded from KT vehicles (buses and ferries), facilities, or properties written notice, to the extent possible, by personal delivery or by mailing a copy, by U.S. mail, return receipt requested, addressed to the person's last known address. The notice shall specify the reason(s) for exclusion, identify the scope, duration, and effective date of the exclusion, and explain the appeal process. The exclusion notice is effective upon actual or constructive receipt.

(d) ***Constructive Receipt.*** Receipt of an exclusion notice is construed to have occurred if the person knew or reasonably should have known from the circumstances that he/she is excluded from KT vehicles (buses and ferries), facilities and properties. Receipt of a notice is also presumed to have been accomplished three (3) calendar days after the notice has been placed in the U.S. mail to the person's last known mailing address.

(e) ***Length of Exclusion.*** The following suggested exclusion lengths are guidelines to be used by Kitsap Transit in determining the duration of a particular exclusion under the provisions of Article III. The actual exclusion period imposed may be shorter or longer depending on the circumstances of the incident and the individual's history of documented prior conduct/incidents while using or assessing Kitsap Transit vehicles (buses and ferries), facilities and properties. **Permanent exclusion may be appropriate under certain circumstances.**

- (1) If the person being excluded has no policy violations, including exclusions or denials of service, in the prior 12 months, and
 - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 30 days.
 - b. The prohibited conduct would constitute a felony in Washington State, the exclusion should not exceed 90 days.
- (2) If the person being excluded has had one prior policy violation, including exclusions or denials of service, in the prior 12 months, and
 - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 60 days.
 - b. The prohibited conduct would constitute a felony in Washington State, the exclusion should not exceed 90 days.
- (3) If the person being excluded has had two or more prior policy violations, including denials of service, in the prior 12 months, and
 - a. The prohibited conduct would constitute a misdemeanor in Washington State or prohibited by RCW 9.91.025, the duration of the exclusion should not exceed 90 days.
 - b. the prohibited conduct would constitute a felony in Washington State, the exclusion should not exceed 120 days.
- (4) If the prohibited conduct is identified as a crime against a person or involves a firearm or other dangerous weapon, the duration of the exclusion could range from 365 days to permanent.

(f) **Appeal Procedure.** Not later than fifteen (15) calendar days after an exclusion notice becomes effective, an excluded person may appeal in writing to the KT Director of Operations, or his or her designee, for a review of the exclusion. The appellant may request a hearing or may request review without a hearing based on a written statement setting forth the reasons why the appellant believes exclusion is invalid or improper. If the appellant is unable to respond in written format, KT will make reasonable accommodations. If no hearing is requested, the KT Director of Operations, or his or her designee, shall render a written decision within 20 calendar days after KT's receipt of the appeal.

(g) **Hearing.** If a hearing is requested, the hearing shall be held within thirty (30) calendar days after receipt of the appeal, and the hearing may be recorded (see consent form). A written decision shall be rendered within ten (10) calendar days after the hearing. If an appellant requires public transportation services to attend the hearing, the appellant shall contact KT five (5) business days prior to the hearing date, and KT shall make arrangements to provide the necessary public transportation services for the appellant. The exclusion shall otherwise remain in effect during the appeal process.

(h) **Missed Trips on Paratransit Vehicles.** The appeal and hearing provisions in subsection (f) and (g) above shall not apply to exclusions based on a violation of Article III, Section A (30) concerning missed paratransit trips. The written notice of such violation provided in Article III, Section B(1)(b) shall provide the appellant an opportunity to appeal within thirty (30) days after notice of exclusion is received. The appeal process shall include an opportunity to be heard and to present information and arguments. The exclusion is stayed pending the outcome of the appeal.

(i) **Refusal to Comply.** The refusal to immediately comply with written or verbal notice excluding or restricting a person from KT vehicles, facilities, and properties shall be grounds for prosecution for criminal trespass RCW 9A.52.070.

2. Other Laws not Limited

The enforcement of Article III herein is not intended to limit, in any manner, the enforcement of any applicable federal, state or municipal laws.

C. LIABILITY

Nothing in Article III herein shall create a duty to any person on the part of KT or form any basis for liability on the part of KT, its officers, agents or employees or volunteers. The obligation to comply with Article III is solely that of

any person entering and using KT vehicles, buses and ferries, facilities, and properties and KT's enforcement of Article III is discretionary not mandatory.

**ARTICLE IV -- PUBLIC COMMUNICATION ACTIVITIES:
KT TRANSIT VEHICLES, FACILITIES, AND PROPERTIES**

A. PURPOSE AND SCOPE

1. Non-Open Public Forums.

As a provider of public transportation services, KT makes a variety of transit vehicles, facilities and properties available to persons who use such public transportation services. Although these vehicles, facilities, and properties may be accessed by the general public, they are not open public forums either by nature or by designation. They are intended to be used solely for transit-related activities and provide little, if any, space for other non-transit-related activities.

2. KT's Legitimate Interests.

Most public communication activities are prohibited on KT vehicles and within or upon KT facilities and properties, regardless of viewpoint expressed, because they are incompatible with KT's legitimate interests, including but not limited to:

(a) securing the use of scarce parking spaces and shelter space for persons who are using public transportation services;

(b) maintaining safe, clean and secure transit vehicles, facilities and properties to retain existing, and attract new, users of public transportation services;

(c) reducing litter pick-up and other maintenance or administrative expenses so as to maximize the provision of public transportation services; and

(d) preventing delays and inconvenience to the general public by minimizing congestion, and expediting their boarding, transferring, and alighting of KT vehicles.

3. Purpose of Article IV.

KT vehicles, facilities and properties are first and foremost intended for KT public transportation services and the use of those services by the general public. Safe and efficient movement of KT's vehicles and customers within and upon facilities and properties is paramount to achieving safety, security, maintenance, and operation objectives and meeting general public expectations concerning the KT provision of public transportation services. KT's intent and desire is to allow

members of the general public to engage in public communication activities on KT vehicles and within or upon KT facilities and properties to the extent such activities are compatible with KT's legitimate proprietary functions and interests. Accordingly, KT is, within reasonable limits, authorized to regulate the time, place and manner in which persons engage in public communication activities. Without regard to the content, individuals or groups involved, some activities might be denied altogether, made subject to the Rules of Conduct, or limited by scope, location or duration. Such activities would include but are not necessarily limited to, those that are inconsistent with the intended purpose of a given area; pose safety or security risks; interfere with or impinge on the rights of others; impede the free flow of the general public; affect the orderly and efficient use of transit vehicles, facilities or properties; or otherwise interfere with KT's public transportation services, operations or maintenance activities.

KT expressly does not hereby designate its transit vehicles, facilities or properties as public forums. It is the purpose of Article IV to describe the limited extent to which the general public is allowed to engage in public communication activities on KT vehicles and within or upon KT facilities and properties.

Article IV does not apply to KT employees engaged in authorized activities in the course of their employment or to events or commercial activities previously authorized by KT.

1. Facilities Governed by Article IV

KT vehicles (including buses and ferries), facilities, and properties, as defined herein, except the Bremerton Transportation Center, are governed by Article IV. The Bremerton Transportation Center is governed by Article V herein.

B. REGULATION OF PUBLIC COMMUNICATION ACTIVITIES

1. Limitations.

Public communication activities which are otherwise lawful are permitted on KT vehicles and within or upon KT facilities and properties, subject to the following exceptions and limitations:

(a) Posting or affixing flyers, pamphlets, brochures, leaflets, written, printed or graphic material of any kind is prohibited. However, posting of literature in accordance with KT regulations is permitted on kiosks or bulletin boards installed by KT for use by the general public.

(b) Selling or offering for sale or donation books, pamphlets, or any other written or printed material is prohibited.

(c) Soliciting funds is prohibited.

(d) Signs, banners, structures or other paraphernalia may not be affixed to or erected on KT vehicles and within or upon KT facilities and properties, except as authorized by KT or law.

(e) Signs carried by or on a person are permitted provided the signs are not constructed of a size or material which could inadvertently or intentionally cause injury to a person or property, except signs are not permitted on KT vehicles. Signs may not be of a size that obstructs the free flow of the general public and may not exceed 32 inches by 32 inches. A "sandwich board" sign may not extend beyond the carrier's shoulders.

(f) Public communication activities will not be permitted in parking areas or roadways. Public communication activities may not block any loading zone, signage, stairway, escalator, elevator, customer service counter, ticket or automatic teller machine, authorized commercial activity, any fire safety system component, telephone, information board or the normal general public paths to and from such areas.

(g) Public communication activities otherwise permitted under Article IV are prohibited if the number of persons engaged in the activities, their location or their manner of conducting the activities is found to create safety or security problems; interfere with the free flow of persons onto KT vehicles, or into, within or from KT facilities and properties; or interfere with the operation of such transit vehicles, facilities and properties, or KT's provision of public transportation services.

(h) Persons engaged in public communication activities within or upon KT facilities and properties shall not use any parking spaces provided at such facilities and properties unless they are also using KT's public transportation services.

(i) No person shall engage in public communication activities permitted under Article IV without obtaining a Permit in accordance with the rules and procedures set forth in Article IV herein.

C. PERMITTING PROCEDURES

1. Permit.

No person shall engage in public communication activities permitted under Article IV without first obtaining a Permit in accordance with the rules and procedures set forth herein.

2. Application for Permit.

Any person that desires to obtain a Permit shall submit an application (“Application”) to KT’s Director of Operations or his or her designee. A copy of the form of this Application is attached hereto as Appendix 1. Applications may be obtained in person from KT’s Business Office (60 Washington Ave. Ste 200, Bremerton, WA 98337). Applications may also be requested by mail or by calling (360) 479-6962 during the business hours of operation.

3. Issuance of Permit.

(a) Within a period of no longer than five (5) working days of receipt of a completed Application, a Permit shall be issued by KT’s Director of Operations or his or her designee, or the applicant shall be furnished a written statement setting forth the reason why the Application for a Permit has been denied. A Permit will not ordinarily be issued more than 14 calendar days prior to the commencement of intended use and will be valid only for the specific dates, times, and designated areas identified in the Permit. A Permit shall be effective for a period of no longer than seven (7) calendar days and will be limited to the normal hours and days that the designated areas identified in the Permit are open for public access. Applications shall be processed in the order of their receipt.

(b) A Permit may be renewed prior to its expiration for up to seven (7) additional calendar days by filing with KT’s Director of Operations or his or her designee a notice that the Permittee intends to continue the activity, together with any amendments necessary to keep the information required by the Application current and accurate. A Permit shall not be renewed if the notice and information herein required are not timely filed or if the continued presence of the Permittee cannot be accommodated under these rules and procedures.

(c) Permittees are required to have the Permit on their person (or with the group) when engaged in the permitted activity and to present the Permit to KT and security personnel upon request. A copy of the form of the Permit is attached hereto as Appendix 2.

4. Denial of Permit.

If a Permit is denied, KT's Director of Operations or his or her designee shall serve on the applicant personally or by certified mail, return receipt requested, a written statement of reasons for denial. A Permit may be denied because:

(a) The applicant has not furnished the information required by the Application, or the applicant has failed to agree to the conditions of the Permit;

(b) Conditions exist which make the applicant's proposed activity at the date, time or locaton proposed by the applicant incompatible with KT's operational function or is otherwise limited or prohibited under Article IV;

(c) The nature of the activity that the applicant wishes to conduct constitutes a commercial activity subject to other requirements of KT described in Article III herein;

(d) There has been within the previous 12 months: (i) an exclusion order issued to the applicant or participant pursuant to Article III herein; (ii) a revocation of a previous Permit issued to the applicant; or (iii) a failure to comply with the terms and conditions of a Permit previously issued to the applicant; or

(e) One or more applicants have requested Permits for the same date, time, or location; KT cannot reasonably accommodate additional public communication activities at that same date, time, or location; or the current applicant is not entitled to priority in accordance with these rules and procedures.

5. Revocation of Permit.

A Permit may be revoked immediately by KT's Director of Operations or his or her designee, when evidence exists that:

(a) A Permittee has violated the provisions of the Permit or these Rules of Conduct, or

(b) The activity has attracted a crowd of sufficient size so as to begin to adversely impact the safety, security, or rights of others; the free flow of the general public; or the normal operation requirements of the transit vehicle, facility, or property.

Before revoking a Permit, the Director of Operations, or his or her designee may, but is not required to, give the Permittee(s) a verbal warning of any violation of the Permit or these Rules of Conduct.

The Director of Operations, or his or her designee, may, but is not required to, return a Permit after adverse conditions that existed at the time of revocation are no longer present.

6. Notice of Revocation.

(a) Notice of revocation shall be in writing, supported by a statement of facts and a list of witnesses to the facts stated, and be personally served upon the Permittee or mailed to the Permittee by US Postal Service Priority mail, delivery confirmation requested. A notice of revocation need not be in writing if immediate conditions exist that pose safety or security risks, interfere with or impinge on the rights of others, impede the free flow of the general public, affect the orderly and efficient use of transit facility, or otherwise interfere with KT's public transportation services, operations or maintenance activities. If written notice of revocation is not given because of such immediate conditions, KT shall within three (3) calendar days from the date of revocation prepare a written notice of revocation as required above.

(b) Once a Permit has been revoked, a person shall not continue the activity until another Permit has been obtained or the revoked Permit returned. If the Permit has been revoked on a permanent basis, all materials involved in the terminated activity must be removed immediately by the individual(s) involved. No table, chairs, equipment or other materials may be left behind unattended or stored on the premises.

7. Appeal from Denial or Revocation.

(a) Upon notification of the denial of a Permit, or revocation thereof, an applicant or Permittee may file a notice of appeal with KT's Executive Director.

(b) Upon KT's receipt of the notice of appeal, the matter shall be set for a hearing before KT's Executive Director within fifteen (15) calendar days thereof and shall issue a notice of hearing which shall be sent by certified mail, return receipt requested, to the applicant or Permittee, and which shall contain the date, time and place of the hearing.

(c) At the hearing, the applicant or Permittee may be represented by legal counsel. Testimony shall be taken upon oath or affirmation first of witnesses in support of the denial or revocation of the Permit. The applicant or Permittee

may testify and present witnesses on his behalf. A record shall be made of the proceeding and kept on file with KT for at least three (3) years.

(d) The Executive Director's findings and order shall, within seven (7) calendar days of the conclusion of the hearing, be sent to the applicant or Permittee by certified mail, return receipt requested.

8. Availability and Limit of Permits.

(a) Permits will be issued on a first-come, first-served basis, subject to availability, provided that KT may give preference to an applicant or applicants who have had the least opportunity during the preceding 30 calendar days to conduct public communication activities. Permits shall be issued without regard to the identity of the person or cause for which the Permit is being requested.

(b) For safety and security reasons, to ensure that the free flow of the general public and the intended transportation functions of the transit vehicles, ferries, facilities and properties are met; and to accommodate other activities competing for the limited available space, a maximum of four (4) individuals, representing the same groups or causes, will be allowed to engage in public communication activities at any given time.

9. Transferability.

Upon written approval by KT's Director of Operations, a Permit may be transferred to another person engaged in the same activity, provided that the receiving party complies with the conditions of the Permit and retains it on her or her person during the activity.

10. Reproduction.

Permits may not be reproduced or altered in any manner. Reproduced or altered Permits will be considered invalid and confiscated. The holder of the invalid Permit will be required to cease his or her activity until a valid Permit is obtained.

11. Signs, Banners, Literature, Etc.

Signs, banner, literature, leaflets, posters, structures, or other paraphernalia may not be affixed to the KT vehicles, facilities, or properties or erected in conjunction with an activity unless space has otherwise been provided for such purpose or under provision stated elsewhere in these rules and procedures. Permittees may offer literature to the general public, but they shall refrain from

attempting to distribute literature to any member of the general public who indicates he or she does not desire to receive said literature. Permittees may not distribute or offer to distribute said literature within ten (10) feet of persons in queue lines, bus exits or entrances, or permanent waiting fixtures, unless invited closer by a transit patron.

12. Responsibility for Clean-up.

Permittees shall be responsible for cleaning up litter that they personally (or as a group) generate in the course of their activity. If, at the end of the Permittee's activity, the Permittee fails to clean up such litter, KT shall cause the clean-up of the Permittee's litter and the Permittee shall reimburse KT for all costs incurred therefrom.

13. Unattended Distribution and Storage of Materials.

No Permittee shall leave unattended distribution materials or the storage of distribution materials, placards, boxes or other supplies used in support of public communication activities.

14. Hold Harmless

Any Permittee, including Permittee's personal representatives, successors in interest, and assigns, shall, as a precondition to the issuance of any permit, agree to indemnify, defend and hold harmless KT and its officers, agents, and employees from all suits, claims, actions, and damages of whatsoever kind or nature arising out of or resulting from Permittee's use of the premises, except to the extent caused by the negligence of KT and its officers, agents, and employees. Any Permittee shall further covenant and agree to specifically assume potential liability for actions brought by Permittee's own employees against KT and its officers, agents and employees and for that purpose only, Permittee specifically waives any immunity under workers' compensation act, Title 51 RCW, provided, however, that said waiver shall not apply to such actions in which Permittee's employee alleges that the claim arises through no fault of Permittee, unless the fault of Permittee is established through discovery or at trial.

15. Interaction with the General Public.

KT and its officers, agents and employees shall not unnecessarily interfere with any consensual conversation between Permittees and members of the general public. Permittees shall forthwith terminate any conversation with any member of the general public when requested to do so by the addressee. No person, while engaged in public communication activities, shall physically touch or contact a

member of the general public, unless the person has previously consented to the contact or unless the person has previously agreed to contribute to the Permittee or the organization which he represents.

16. Misrepresentations.

No person, while engaging in solicitation of funds, shall misrepresent the true purposes for which the resources thus obtained will be utilized by the person. In the solicitation of funds, the person shall inform the person being solicited of the true intent of the organization for which said funds are solicited. No false, fraudulent, or misleading statements or representations shall be made.

17. Permits and Licenses.

The Permittee shall be responsible for obtaining all necessary permits and licenses from any other regulatory agencies required for the Permittee's use of transit vehicles, facilities, or properties. Permittee shall provide copies of said permits to KT upon its request.

18. Compliance with the Rules of Conduct and Laws.

Permittees shall abide by the Rules of Conduct and all state, federal and municipal criminal and civil laws.

D. GENERAL

1. Liability for Clean-up.

Any person engaged in public communication activities and found responsible for litter, damage or destruction of property, whether by accident or intent, shall be responsible for the clean-up and/or liable for the cost of repairing or replacing the damaged or destroyed property.

2. Liability of KT.

Nothing in Article IV or in the permission of public communication activities on KT vehicles and within or upon KT facilities and properties shall create a duty to any person on the part of KT or form any basis for liability on the part of KT, the members of the Board, its agents or employees. The obligation to comply with the requirements of Article IV is solely that of any persons engaging in public communication activities and KT's enforcement of Article IV is discretionary, not mandatory.

3. Non-KT Uses.

Notwithstanding the limitations and prohibitions contained in Article IV, KT reserves the right to enter into leases or other use agreements permitting non-KT uses of KT vehicles, facilities, and properties that are found to be compatible with KT's proprietary functions and interests.

ARTICLE V -- PUBLIC COMMUNICATION ACTIVITIES: **THE BREMERTON TRANSPORTATION CENTER**

A. INTRODUCTION

1. Purpose of The Bremerton Transportation Center.

The Bremerton Transportation Center is first and foremost intended for KT and WSF public transportation services and the use of those services by the general public. Safe and efficient movement of KT vehicles and KT and WSF customers within and upon The Bremerton Transportation Center is paramount to achieving safety, security, maintenance and operation objectives and meeting general public expectations concerning The Bremerton Transportation Center and KT's and WSF's provision of public transportation services. Selected areas of The Bremerton Ferry Terminal can accommodate public communication activities unrelated to the provision of public transportation services. Public communication activities can be reasonably accommodated during hours of The Bremerton Transportation Center operation. To the extent public communication activities can be accommodated at The Bremerton Transportation Center, the rules and procedures stated herein shall apply.

2. Purpose of Article V.

Although primarily intended for persons making use of public transportation services, many of the areas of The Bremerton Transportation Center are fully open to the general public as there are no restrictions placed on who is permitted access during normal hours of operation. With respect to these public areas, KT and WSF are (within reasonable limits) authorized to regulate the time, place, and manner in which persons conduct themselves. The "content" of that activity is not at issue. Article V addresses only the time, place and manner in which persons conduct themselves.

Without regard to content, individuals or groups involved, some activities might be denied altogether or made subject to the Rules of Conduct. Such activities would include, but are not necessarily limited to, those that are

inconsistent with the intended purpose of a given area, pose safety or security risks, interfere with or impinge on the rights of others, impede the free flow of the general public, affect the orderly and efficient use of The Bremerton Transportation Center, or otherwise interfere with KT's and WSF's public transportation services, operations and maintenance activities. Article V sets forth policies, rules and procedures governing the use of The Bremerton Transportation Center for public communication activities.

Accordingly, the express purpose of Article V is to accommodate freedom of expression and the operational function of The Bremerton Transportation Center. Article V should be construed and interpreted to achieve that end.

B. RULES AND PROCEDURES

1. KT and WSF Intent.

It is the intent of KT and WSF to accommodate, to the extent practicable, public communication activities that are not associated with the purposes for which The Bremerton Transportation Center was intended. While attempting to accommodate such activities, KT and WSF must extend some control over them to achieve the goals and objectives described above. Accordingly, persons will be allowed to engage in public communication activities within The Bremerton Transportation Center, provided such activities are conducted in accordance with the following rules and procedures, as applicable, and are not in violation of the Rules of Conduct and existing laws.

2. Public Communication Activities.

(a) Permits. No person shall engage in public communication activities at The Bremerton Transportation Center without first obtaining a permit with the appropriate written endorsement(s) from KT in accordance with the rules and procedures set forth in Article V, Section B.

(b) Application for Permit. Any person that desires to obtain a Permit shall submit an application ("Application") to KT's Director of Operations or his or her designee. A copy of the form of this Application is attached hereto as Appendix 1. Applications may be obtained in person from KT's Business Office (60 Washington Ave. Ste 200, Bremerton, WA 98337). Applications may also be requested by mail or by calling (360) 479-6962 during the business hours of operation.

(c) ***Issuance of Permit.***

(1) Within a period of no longer than seven (7) working days of receipt of a completed Application, a Permit shall be issued by KT or the applicant shall be furnished a written statement setting forth the reason why the Application for a Permit has been denied. A Permit will not be issued more than fourteen (14) calendar days prior to the commencement of intended use and will be valid only for the specific dates, times and designated areas identified on the Permit. A Permit shall be effective for a period of no longer than seven (7) calendar days and will be limited to the normal hours and days that the designated areas identified on the Permit is open for public access.

(2) A Permit may be renewed prior to its expiration for up to seven (7) additional calendar days by filing with KT a notice that the Permittee intends to continue his/her activity, together with any amendments necessary to keep the information required by the Application current and accurate. A Permit shall not be renewed if the notice and information herein required are not timely filed or if the continued presence of the Permittee cannot be accommodated under the rules and procedures in this Article V.

(3) Permittees will be required to have the Permit on their person (or with group) when engaged in their activity. A copy of the form of the Permit is attached hereto as Appendix "4" and by this reference is incorporated herein.

(d) ***Areas of Permit Exercise.*** Public communication activities, as defined in Article II herein, are permitted in certain designated places of The Bremerton Transportation Center, which are shaded and identified on Appendix "3" attached hereto and by this reference incorporated herein. Public communication activities are, however, entirely prohibited in all other areas of The Bremerton Transportation Center.

(e) ***Denial of Permit.*** If a Permit is denied, KT shall serve on the applicant personally or by certified mail, return receipt requested, a written statement of reasons for denial. A Permit shall not be denied unless:

(1) The applicant has not furnished the information required by the Application, or has failed to agree to the conditions of the Permit;

(2) There has been within the previous twelve (12) months: (i) an exclusion order issued to the applicant or participant pursuant to Article III herein; (ii) a revocation of a previous permit issued to the applicant; or (iii) a failure to comply with the terms and conditions of a permit previously issued to the applicant;

(3) The nature of the activity that the applicant wishes to conduct constitutes a commercial activity and is subject to other requirements of KT as described in Article III herein;

(4) Emergency conditions exist that make the applicant's proposed activity at the date, time and location proposed by the applicant incompatible with the operational function of the Bremerton Transportation Center; or

(5) More applicants than herein provided for have requested permitted activities for the same date, time and location and the applicant is not entitled to priority in accordance with the rules and procedures in this Article V.

(f) *Revocation of Permit.* A Permit shall be revoked immediately by KT when evidence exists that:

(1) A Permittee has violated the provisions of the Rules of Conduct, has been duly warned of the violation at least once, but has not complied; or

(2) The activity has attracted a crowd of sufficient size so as to begin to adversely impact the safety, security or rights of others, the free flow of the general public, or the normal operation requirements of The Bremerton Transportation Center. Under this circumstance, the Permit may be returned for use if the crowd disperses and the adverse conditions that existed at the time of revocation are no longer present.

(g) *Notice of Revocation.*

(1) Notice of revocation shall be in writing supported by a statement of facts and a list of witnesses to the facts stated, and the notice shall be personally served upon the Permittee or mailed to the Permittee by certified mail, return receipt requested. A notice of revocation need not be in writing, if immediate conditions exist that pose safety or security risks, interfere with or impinge on the rights of others, impede the free flow of the general public, affect the orderly and efficient use of The Bremerton Transportation Center, or otherwise interfere with KT's and WSF's public transportation services, operations and maintenance activities. If written notice of revocation is not given because of such immediate conditions, KT shall within one (1) calendar day from the date of revocation prepare a written notice of revocation as required above.

(2) Once a Permit has been revoked, a person shall not continue their activity until another Permit has been obtained or the revoked Permit returned. If the Permit has been revoked on a permanent basis, any table/chair or equipment

involved in the terminated activity must be removed immediately, together with all related materials, by the individual(s) involved. No table, chairs, equipment or other materials may be left behind unattended or stored on the premises.

(h) Appeal from Denial or Revocation.

(1) Upon notification of the denial of a Permit, or revocation thereof, an applicant or Permittee shall file with KT's Executive Director a notice of appeal.

(2) Upon receipt of the notice of appeal, the matter shall be set for a hearing before KT's Executive Director within fifteen (15) calendar days thereof and shall issue a notice of hearing which shall be sent by certified mail, return receipt requested, to the applicant or Permittee, and which shall contain the date, time and place of the hearing.

(3) At the hearing, the applicant or Permittee may be represented by legal counsel. Testimony shall be taken upon oath or affirmation first of witnesses in support of the denial or revocation of the Permit. The applicant or Permittee may testify and present witnesses on his behalf. A record shall be made of the proceeding and kept on file with KT.

(4) The findings and order of KT's Executive Director shall, within seven (7) calendar days of the conclusion of the hearing, be forthwith sent to the applicant or Permittee by certified mail, return receipt requested.

(5) An applicant denied a Permit may immediately appeal the order of KT's Executive Director to the United States District Court for the Western District of Washington or the Superior Court of Kitsap County, Washington. Filing an appeal stays the order of KT's Executive Director until a final judicial decision has been rendered. A denied applicant, who desires to file an appeal, shall have seven (7) calendar days from the date the applicant receives the order to file such appeal before the order becomes final.

(i) Availability of and Limit Upon Permits.

(1) Permits will be issued on a first-come, first-served basis, subject to availability. If more persons are requesting issuance of Permits than can be accommodated for the area, date and time requested, KT shall give preference to the applicant or applicants who have had the least opportunity during the preceding thirty (30) calendar days to conduct public communication activities. Permits shall be issued without regard to the identity of the person or cause for which the Permit is being requested

(2) For safety and security reasons, to ensure that the free flow of the general public and the intended transportation functions of The Bremerton Transportation Center are met, and to accommodate other activities competing for the limited available space, a maximum of four (4) individuals, representing the same groups or causes, will be allowed to engage in public communication activities at designated areas of The Bremerton Transportation Center, at any given time.

(j) **Table Endorsement.** Persons requesting a Permit to engage in public communication activities may, at their option, indicate a desire to provide a table to store, display, and distribute materials in conjunction with their activity. Permits requiring the use of a table or other furniture will be annotated by a "Table Endorsement." Subject to the availability of space, no more than two (2) tables will be permitted at each designated area. Tables may only be used in accordance with the following conditions:

(1) The table shall not exceed four (4) feet in width by six (6) feet in length.

(2) A maximum of two (2) chairs will be permitted at each table.

(3) The table/chairs must be supplied by the Permittee, and be removed prior to the close of The Bremerton Transportation Center for the day, or the time-period for which the Permit is valid, whichever is earliest. A table must be attended at all times, unless the Permittee is physically present within the area and can maintain sight of the table at all times.

(4) Materials must be stored on top of or beneath each table. Under no circumstances may the table, chair, stored articles or person(s) staffing the table obstruct the free flow of persons moving within or through The Bremerton Transportation Center.

(5) Signs, leaflets or other materials may be affixed to the table. No signs, leaflets or other materials may be posted to or erected within The Bremerton Transportation Center unless space has otherwise been provided for such use.

(6) Neither KT nor WSF will be held responsible for damage to or loss of any table, chair(s), or any materials under or upon the table.

(k) **Transferability.** Upon written approval by KT, a Permit may be transferred to another person engaged in the same activity; provided the receiving party complies with the conditions of the Permit and retains it on his/her person during the activity.

(l) **Reproduction.** Permits may not be reproduced or altered in any manner. Reproduced or altered Permits will be considered invalid and confiscated. The holder of the invalid Permit will be required to cease their activity until a valid Permit is obtained.

(m) **Identification.** Each person engaged in activities pursuant to a Permit shall wear, on the outside of his/her clothing, an identification badge or label giving the person's name and the name of the group or organization that he/she represents. The printing on the badge or label shall be in the English language and of sufficient size to enable the general public to read the same.

(n) **Signs, Banners, Literature, Etc.** Signs, banners, literature, leaflets, posters, structures or other paraphernalia may not be affixed to The Bremerton Transportation Center or any property at The Bremerton Transportation Center or erected in conjunction with an activity, unless space has otherwise been provided for such purpose at The Bremerton Transportation Center or under provisions stated elsewhere in Article V. Signs carried by or on a person are permitted provided the signs are not constructed of materials which could inadvertently or intentionally cause injury to another individual. Signs must not be of a size that obstructs the free flow of the general public (e.g., a maximum of 32 inches by 32 inches or a "sandwich board" worn by an individual which does not extend beyond the carrier's shoulders is acceptable). Permittees may offer literature to the general public, but shall refrain from attempting to distribute literature to any member of the general public who indicates he or she does not desire to receive said literature.

(o) **Responsibility for Clean-up.** The Permittee shall be responsible for cleaning up litter that they personally (or as a group) generate in the course of their activity. If, at the end of the Permittee's activity, the Permittee fails to clean up such litter, KT shall cause the clean up of the Permittee's litter and the Permittee shall reimburse KT for all costs incurred therefor.

(p) **Unattended Distribution and Storage of Materials.** No Permittee shall leave unattended distribution or storage of materials, placards, boxes, or other supplies used in support of public communication activities.

(q) **Liability for Damaging Property.** Any person or organization engaged in public communication activities and found responsible for damaging, injuring, or destroying KT or WSF property within or upon The Bremerton Transportation Center, whether by accident or intent, shall be liable for the cost of replacing and/or repairing such property.

(r) ***Hold Harmless.*** Any Permittee, including Permittee's personal representatives, successors in interest, and assigns, shall, as a precondition to the issuance of the Permit, agree to indemnify, defend and hold harmless KT and WSF, and its officers, agents and employees from all suits, claims, actions and damages of whatsoever kind or nature arising out of or resulting from the Permittee's use of the premises, except to the extent caused by the negligence of KT &/or WSF and its officers, agents and employees. Permittee shall further covenant and agree to specifically assume potential liability for actions brought by Permittee's own employees against KT and its officers, agents and employees and, for that purpose only, Permittee specifically waives any immunity under workers' compensation act, Title 51 RCW; provided, however, that said waiver shall not apply to such actions in which Permittee's employee alleges that the claim arises through the fault of KT &/or WSF and its officers, agents and employees and through no fault of Permittee, unless the fault of Permittee is established through discovery or at trial.

(s) ***Interaction with the General Public.*** KT and WSF and its officers, agents and employees, shall not unnecessarily interfere with any consensual conversation between Permittees and members of the general public. Permittees shall forthwith terminate any conversation with any member of the general public when requested to do so by the addressee. No person, while engaged in public communication activities, shall physically touch or contact a member of the general public, unless the person has previously consented to the contact or unless the person has previously agreed to contribute to the Permittee or the organization which he represents.

(t) ***Misrepresentations.*** No person, while engaging in solicitation of funds, shall misrepresent the true purposes for which the resources thus obtained will be utilized by the person. In the solicitation of funds, the person shall inform the person being solicited of the true intent of the organization for which said funds are solicited. No false, fraudulent, or misleading statements or representations shall be made.

(u) ***Permits and Licenses.*** The Permittee shall be responsible for obtaining all necessary permits and licenses from any other regulatory agencies required for the Permittee's use of The Bremerton Transportation Center. Permittee shall provide copies of said permits to KT or WSF upon its request.

(v) ***Compliance with the Rules of Conduct and Laws.*** Permittees shall abide by the Rules of Conduct and all state, federal and municipal criminal and civil laws applicable to them.

APPENDIX "1"

APPLICATION FOR A PERMIT

TO ENGAGE IN PUBLIC COMMUNICATION ACTIVITIES

1. Please state the applicant's name, address, and telephone number:

2. Please state the name, address and telephone number of the person and/or organization sponsoring, promoting, or organizing the requested activity, if any:

3. Please give a short description of the nature of the activity that the applicant wishes to conduct and its purpose:

4. Does the applicant intend to use tables and chairs? _____
5. Please state the location, date, time, and duration of the activity that the applicant wishes to conduct:

6. Please describe any props (i.e., books, pamphlets, leaflets, flyers, signs, etc.) that the applicant intends to use, without reference to the content of those props:

7. Please attach a copy of any literature that the applicant intends to display or distribute and the text of any signs or other visual displays that the applicant intends to utilize.
8. By signing this application, the applicant hereby acknowledges that he/she has read and agrees to abide by Kitsap Transit's Rules of Conduct and all applicable federal, state, and municipal criminal and civil laws.

DATED this _____ day of _____, 20_____

Applicant

Kitsap Transit

Title

APPENDIX "2"

KITSAP TRANSIT'S PERMIT

TO ENGAGE IN PUBLIC COMMUNICATION ACTIVITIES

Kitsap Transit (KT) hereby authorizes _____ (the "Permittee"), to engage in public communication activities on Kitsap Transit's vehicles, facilities, and/or properties under the terms and conditions set forth herein. The Permittee recognizes and agrees that this Permit is issued for the Permittee's sole benefit and convenience. Kitsap Transit (KT) assumes no responsibility for the care or custody of equipment, materials, supplies or any other furniture to be used on KT property nor does KT agree to provide an alternative facility if for any reason the premises should cease to continue to be available. This Permit is subject to the following conditions, and by accepting this Permit the Permittee thereby has accepted each such condition:

1. Authorized Area(s):

2. Participants:

3. Term: The days and hours of use are limited to:

This Permit shall be effective through: _____

4. Use. Permittee shall use the premises for the purpose of:

Any other use whatsoever is specifically prohibited without prior written approval from Kitsap Transit.

5. Other restrictions or limitations:

6. Retention of Permit. The Permittee is required to have this Permit on his or her person (or with group) when engaged in their activity.

7. Reproduction of Permit. This Permit may not be reproduced or altered in any manner. Reproduced or altered permits will be considered invalid and confiscated. The holder of the invalid permit will be required to cease his or her activity until a valid permit is obtained.

8. Responsibility for Clean-up. All persons or groups issued this Permit shall be responsible for cleaning up litter that they personally (or as a group) generate in the course of their activity. If, at the end of the Permittee's activity, the Permittee fails to clean up such litter, KT shall cause the clean-up of the Permittee's litter and the Permittee shall reimburse KT for all costs incurred therefor.

9. Liability for Damaging Property. Any person or organization engaged in public communication activities and found responsible for damaging, injuring, or destroying KT property, whether by accident or intent, shall be liable for the cost of replacing and/or repairing such property.

10. Table Endorsement. The Permittee is authorized to use ____ table(s) to store, display, and distribute materials in conjunction with their activity. The table(s) shall not exceed four (4) feet in width by six (6) feet in length. A maximum of two (2) chairs will be permitted at each table. The table(s)/chairs must be supplied by the Permittee and be removed prior to the time-period for which this Permit is valid. A table

must be attended at all times unless the Permittee is physically present within the area and can maintain sight of the table at all times. Materials must be stored on top of or beneath each table. Signs, leaflets or other materials may be affixed to the table. KT will not be held responsible for damage to or loss of any table, chair(s), or any materials under or upon the table.

11. **Signs, Banners, Literature, Etc.** Signs, banners, literature, leaflets, posters, structures or other paraphernalia may not be affixed or erected on Kitsap Transit vehicles or within or upon Kitsap Transit facilities or property except as authorized by KT or law. Signs carried by or on a person are permitted provided the signs are not constructed of a size or material that could inadvertently or intentionally cause injury to a person or property, and provided that the signs are not brought on KT vehicles. Signs must not be of a size that obstructs the free flow of the general public (e.g., a maximum of 32 inches by 32 inches or a "sandwich board" worn by an individual which does not extend beyond the carrier's shoulders is acceptable). Permittees may offer literature to the general public, but shall refrain from attempting to distribute literature to any member of the general public who indicates he or she does not desire to receive said literature. Permittees may not offer to distribute or distribute said literature within ten (10) feet of persons in queue lines, bus exits or entrances, or permanent waiting fixtures, unless invited closer by a transit patron.
12. **Hold Harmless.** The Permittee, including Permittee's personal representatives, successors in interest, and assigns, hereby agrees to indemnify, defend and hold harmless KT, and its officers, agents and employees from all suits, claims, actions and damages of whatsoever kind or nature arising out of or resulting from the Permittee's use of the premises, except to the extent caused by the negligence of KT and its officers, agents and employees. Permittee further agrees to specifically assume potential liability for actions brought by Permittee's own employees against KT and its officers, agents and employees and, for that purpose only, Permittee specifically waives any immunity under workers' compensation act, Title 51 RCW; provided, however, that said waiver shall not apply to such actions in which Permittee's employee alleges that the claim arises through the fault of KT and its officers, agents and employees and through no fault of Permittee, unless the fault of Permittee is established through discovery or at trial.
13. **Interaction with the General Public.** KT and its officers, agents and employees, shall not unnecessarily interfere with any consensual conversation between Permittees and members of the general public. Permittees shall forthwith terminate any conversation with any member of the general public when requested to do so by the addressee. No person, while engaged in public communication activities, shall physically touch or contact a member of the general public, unless the person has previously consented to the contact or unless the person has previously agreed to contribute to the Permittee or the organization which he represents.
14. **Misrepresentations.** No person, while engaging in solicitation of funds, shall misrepresent the true purposes for which the resources thus obtained will be utilized by the person. In the solicitation of funds, the person shall inform the person being solicited of the true intent of the organization for which said funds are solicited. No false, fraudulent, or misleading statements or representations shall be made.
15. **Permits and Licenses.** The Permittee shall be responsible for obtaining all necessary permits and licenses from any other regulatory agencies required for the Permittee's use of KT vehicles, facilities, or properties. Permittee shall provide copies of said permits to KT upon its request.
16. **Compliance with the Rules of Conduct and Laws.** Permittees shall abide by the Rules of Conduct and all state, federal and municipal criminal and civil laws applicable to them.

DATED this _____ day of _____, 20_____

Permittee Signature

Kitsap Transit Signature

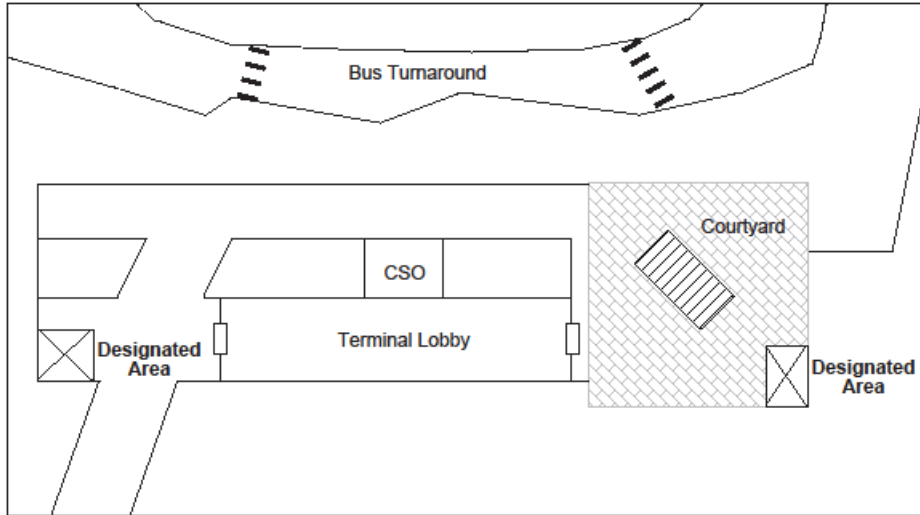
Name and Title

APPENDIX "3"

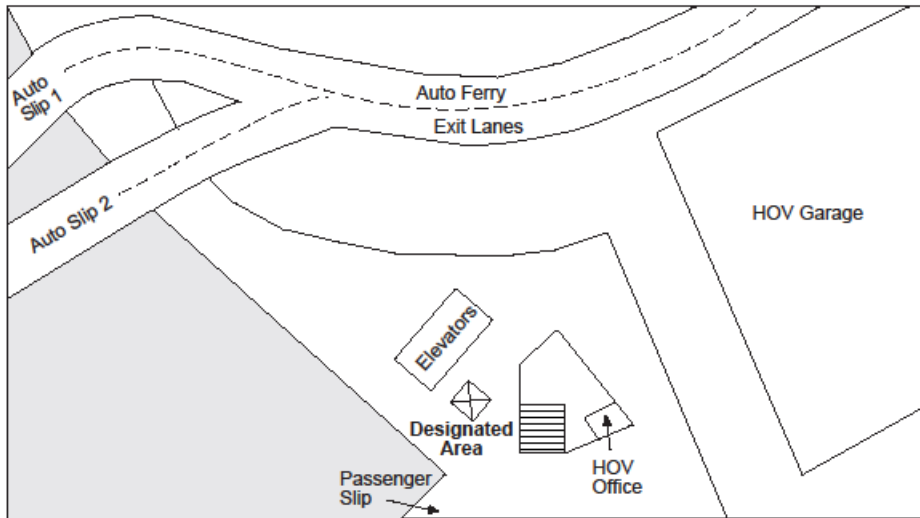
**DIAGRAM OF KITSAP TRANSIT AREAS AT THE
BREMERTON TRANSPORTATION CENTER
DESIGNATED FOR PUBLIC COMMUNICATION
ACTIVITIES**

See next page for Diagrams

Upper Level



Lower Level



APPENDIX "4"

**PERMIT TO ENGAGE IN PUBLIC COMMUNICATION ACTIVITIES AT
THE BREMERTON TRANSPORTATION CENTER**

Kitsap Transit (KT) hereby authorizes _____(the "Permittee"), to engage in public communication activities at The Bremerton Transportation Center under the terms and conditions set forth herein. The Permittee recognizes and agrees that this Permit is issued for the Permittee's sole benefit and convenience. Kitsap Transit (KT) and Washington State Ferry (WSF) assume no responsibility for the care or custody of equipment, materials, supplies or any other furniture to be used on KT and/or WSF property nor does KT or WSF agree to provide an alternative facility if for any reason the premises should cease to continue to be available. This Permit is subject to the following conditions, and by accepting this Permit the Permittee thereby has accepted each such condition:

1. **Authorized Area(s):**

2. **Participants:**

3. **Term:** The days and hours of use are limited to:

This Permit shall be effective through: _____
4. **Use.** Permittee shall use the premises for the purpose of:

Any other use whatsoever is specifically prohibited without prior written approval from Kitsap Transit.
5. **Other restrictions or limitations:**

6. **Retention of Permit.** The Permittee is required to have this Permit on his or her person (or with group) when engaged in their activity.
7. **Reproduction of Permit.** This Permit may not be reproduced or altered in any manner. Reproduced or altered permits will be considered invalid and confiscated. The holder of the invalid permit will be required to cease his or her activity until a valid permit is obtained.
8. **Responsibility for Clean-up.** All persons or groups issued this Permit shall be responsible for cleaning up litter that they personally (or as a group) generate in the course of their activity. If, at the end of the Permittee's activity, the Permittee fails to clean up such litter, KT shall cause the clean-up of the Permittee's litter and the Permittee shall reimburse KT for all costs incurred therefor.
9. **Liability for Damaging Property.** Any person or organization engaged in public communication activities and found responsible for damaging, injuring, or destroying KT or WSF property, whether by accident or intent, shall be liable for the cost of replacing and/or repairing such property.
10. **Table Endorsement.** The Permittee is authorized to use ____ table(s) to store, display, and distribute materials in conjunction with their activity. The table(s) shall not exceed four (4) feet in width by six (6) feet in length. A maximum of two (2) chairs will be permitted at each table. The table(s)/chairs must be supplied by the Permittee and be removed prior to the time-period for which this Permit is valid. A table

must be attended at all times unless the Permittee is physically present within the area and can maintain sight of the table at all times. Materials must be stored on top of or beneath each table. Signs, leaflets or other materials may be affixed to the table. KT and/or WSF will not be held responsible for damage to or loss of any table, chair(s), or any materials under or upon the table.

11. **Signs, Banners, Literature, Etc.** Signs, banners, literature, leaflets, posters, structures or other paraphernalia may not be affixed or erected on Kitsap Transit vehicles or within or upon KT or WSF facilities or property except as authorized by KT, WSF or law. Signs carried by or on a person are permitted provided the signs are not constructed of a size or material that could inadvertently or intentionally cause injury to a person or property, and provided that the signs are not brought on KT vehicles or WSF. Signs must not be of a size that obstructs the free flow of the general public (e.g., a maximum of 32 inches by 32 inches or a "sandwich board" worn by an individual which does not extend beyond the carrier's shoulders is acceptable). Permittees may offer literature to the general public, but shall refrain from attempting to distribute literature to any member of the general public who indicates he or she does not desire to receive said literature. Permittees may not offer to distribute or distribute said literature within ten (10) feet of persons in queue lines, bus exits or entrances, or permanent waiting fixtures, unless invited closer by a transit patron.
12. **Hold Harmless.** The Permittee, including Permittee's personal representatives, successors in interest, and assigns, hereby agrees to indemnify, defend and hold harmless KT and WSF, and its officers, agents and employees from all suits, claims, actions and damages of whatsoever kind or nature arising out of or resulting from the Permittee's use of the premises, except to the extent caused by the negligence of KT &/or WSF and its officers, agents and employees. Permittee further agrees to specifically assume potential liability for actions brought by Permittee's own employees against KT &/or WSF and its officers, agents and employees and, for that purpose only, Permittee specifically waives any immunity under workers' compensation act, Title 51 RCW; provided, however, that said waiver shall not apply to such actions in which Permittee's employee alleges that the claim arises through the fault of KT &/or WSF and its officers, agents and employees and through no fault of Permittee, unless the fault of Permittee is established through discovery or at trial.
13. **Interaction with the General Public.** KT and WSF and its officers, agents and employees, shall not unnecessarily interfere with any consensual conversation between Permittees and members of the general public. Permittees shall forthwith terminate any conversation with any member of the general public when requested to do so by the addressee. No person, while engaged in public communication activities, shall physically touch or contact a member of the general public, unless the person has previously consented to the contact or unless the person has previously agreed to contribute to the Permittee or the organization which he represents.
14. **Misrepresentations.** No person, while engaging in solicitation of funds, shall misrepresent the true purposes for which the resources thus obtained will be utilized by the person. In the solicitation of funds, the person shall inform the person being solicited of the true intent of the organization for which said funds are solicited. No false, fraudulent, or misleading statements or representations shall be made.
15. **Permits and Licenses.** The Permittee shall be responsible for obtaining all necessary permits and licenses from any other regulatory agencies required for the Permittee's use of the Bremerton Transportation Center. Permittee shall provide copies of said permits to WSF or KT upon its request.
16. **Compliance with the Rules of Conduct and Laws.** Permittees shall abide by the Rules of Conduct and all state, federal and municipal criminal and civil laws applicable to them.

DATED this _____ day of _____, 20_____

Permittee Signature

Kitsap Transit Signature

Name and Title

APPENDIX "5"

KITSAP TRANSIT'S

CONSENT TO RECORD APPEAL HEARING

It is Kitsap Transit's routine business practice to make an audio recording of its exclusion appeal hearings. By signing this consent form, you are confirming that you understand that this exclusion appeal is being recorded and you are confirming that the recording is being made with your consent.

Signature of appellant: _____ Date: _____

Printed name of appellant: _____

Signature of hearing officer: _____ Date: _____

Printed name of hearing officer: _____

Date/location of appeal hearing: _____

- In the event of a telephonic appeal hearing, the hearing officer can read this consent form into the record and request the appellant's oral authorization to record the hearing.