



PORT OF KALAMA RECREATIONAL USE AGREEMENT

This Agreement is between the Port of Kalama (the “Port”) and the user identified in Section I below (the “User”) for recreational and/or civic use of Port of Kalama (the “Port”) property, located at Kalama, WA 98625.

SECTION I: USER INFORMATION Please complete entire section.

1. Organization/Individual Name: Name **(the “User”)**

Address:

Primary Contact person: _

Phone: _____ daytime _____ message

Additional Contact person: _____

Phone: _____ daytime _____ message

2. Date(s) of event:

3. Time (please include set-up time through end of event):

4. Approximately how many people are you expecting to attend?

5. Please list all vendors participating in the event.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

6. Detailed description of event. All activities must be included. Unapproved activities at the event may result in termination of event.

SECTION II: RULES OF USE

Please read the following Rules of Use carefully. The User shall be responsible to ensure full compliance with these Rules of Use for itself and by its members, participants and/or invitees. If these Rules of Use are not followed, the User may be denied future use of Port property and the Port's facilities.

_____ User's initials

- 1) Groups and/or individuals using any part of the Port of Kalama's property must schedule the activity and time of use through the Port of Kalama at least 30 days prior to the scheduled event.
- 2) The Port of Kalama reserves the right to refuse use of Port property and to eject any group and/or individuals from Port property.
- 3) The User is responsible for paying all utilities invoiced to it by the Port within 14 days of the invoice date.
- 4) The Port of Kalama's name and logo are not to be used in any communications, formal advertising, social media, or electronic, print or audio media related to the event.
- 5) Absolutely no overnight camping is permitted without prior written permission.
- 6) Fireworks are prohibited within Kress Field and other areas of the Port as designated.
- 7) During events or activities at Port recreation properties, the fire lanes must be kept open for emergency vehicles. The public water supply must be kept open for all users during your event.
- 8) User must keep the areas clean and safe, and must pick up and remove all garbage daily. A dumpster has been provided for the garbage.
- 9) User must clean and stock restrooms daily during the event and at the conclusion of the event.
- 10) User shall clean all facilities used at Port recreation properties within 24 hours following the conclusion of the event. The facilities used must be left in the same condition as before the event. All signs posted by the User must be removed.
- 11) User may not make any changes or alterations to the grounds or buildings without prior written approval of the Port.
- 12) The User may not sublet any part of Port recreation properties to another group or individual.
- 13) The Port may require users with large gatherings to provide security at the User's own expense.
- 14) User must keep the gates secure (where applicable) and make certain the gates are locked at the end of each day and when the activity is over. User is also responsible for making sure that all vehicles and personal belongings are out of the park before locking gates. No

personal locks may be used. After the Port has approved the event, User may obtain locks (where applicable) from the Port. There will be a \$50.00 deposit for each lock. The lock must be returned at the end of your event for refund of the deposit. Any locks not issued by the Port will be removed.

- 15) User must provide notice to the Port of any changes prior to the event, and must provide full contact information.
- 16) All written notice and communications to the Port of Kalama must be mailed to the following address: Port of Kalama, 380 W. Marine Drive, Kalama WA 98625.

SECTION III: INSURANCE

As a condition of use, the User responsible for the event must agree to release, indemnify and hold harmless the Port as provided in Section IV below prior to the event taking place.

The User shall secure and maintain general liability insurance policy for the entire term of this use agreement to cover all of User's uses of the facilities and related uses. Said insurance shall be in the amount of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate, and such coverage will be primary to and not seek contribution from any coverage maintained by the Port.

The User agrees to name the Port as an Additional Insured on the User's insurance policy and must provide proof of insurance coverage and proper endorsement documentation to the Port before the event takes place.

FAILURE TO PROVIDE PROOF OF INSURANCE AND PROPER ENDORSEMENT DOCUMENTATION NAMING THE PORT OF KALAMA AS ADDITIONAL INSURED WILL BE GROUNDS TO TERMINATE THIS USE AGREEMENT AND CANCEL THE SCHEDULED EVENT, WITH THE USER'S FOREFEITURE OF ALL FEES PAID. THE PORT SHALL NOT BE LIABLE FOR ANY DAMAGES OR COSTS INCURRED BY THE USER BECAUSE OF CANCELLATION OF THE EVENT.

_____ User's initials

Anyone visiting or using property owned by the Port of Kalama does so at his or her own risk. The Port does not assume any responsibility for loss or damage to property or person within the Port area. Activities must be conducted as described in Section I of this document. All events taking place on Port property will be conducted in a safe and orderly manner.

The User is responsible for obtaining all appropriate licenses and/or permits to be in compliance with State and local requirements pertaining to their specific event.

In the event of an emergency, 911 will dispatch the necessary emergency response team.

SECTION IV: RELEASE, INDEMNITY AND HOLD HARMLESS

In consideration for the use of Port property in connection with the above-described event, User shall indemnify and hold harmless the Port, its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including complaints made under RCW 49.60.500 and 505 by reason of or arising

out of any action or omission of User, its officers, agents, employees, or any of them, in performing obligations under this Agreement.

In the event that any such claim or suit based on such loss or damages is brought against the Port, User agrees to defend the Port at User's sole costs and expense (including reasonable attorney's fees and costs); provided that, the Port retains the right to participate in said suit if any principle of governmental or public laws is involved; and a final judgment is rendered against the Port, its officers, agents employees, or any of them, or jointly against the Port and User and their respective office officers, agents, employees, or any of them, User shall satisfy the same.

The undersigned is an authorized representative of the User and agrees to bind the User to the above obligations and full compliance with the Rules of Use. The undersigned further understands that the User's event at Kress Field is subject to any additional conditions as may be reasonably required by the Port.

SECTION V: PARKING & TRAFFIC CONTROL

During the User's event, the User will assign as many members of its organization as is necessary to manage and control parking. User shall prevent vehicles from parking in "no parking" areas to keep fire lanes and access for emergency vehicles clear, to ensure congestion of the parking lot is minimized, and to protect the handicap parking spaces for appropriate use.

SECTION IV: RIGHT TO ENTER

The Port shall have the right to enter the facilities for any reasonable purpose, including, but not limited to, safety inspections and insuring code compliance.

SECTION IV: NON-DISCRIMINATION

User agrees not to discriminate in providing its services and shall provide the services without regard to race, religion, or sex. User specifically agrees to abide by and comply with provisions of RCW 49.60.500-505.

USER

Name of User Organization/Group/Individual

Signature of Authorized Person

Date

Name of Authorized Person (please print)

Title/Office Held by Authorized Person

PORT OF KALAMA

Signature of Authorized Person

Date

Event-specific requirements by the PORT OF KALAMA.

Event Permission Form 02/2012