



**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 the Port property listed below, located at Kalama, WA 98625.

**Please select the property you wish to hold your event at:**

- Haydu Park
- Marine Park
- Rasmussen Park
- Expo Building
- Amphitheater

**SECTION I: USER INFORMATION Please complete entire section.**

1. User: \_\_\_\_\_

Address: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Additional Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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? \_\_\_\_\_

\_\_\_\_\_ Initials

5. Please list all vendors participating in the event. (A final list of vendors is required 30 days before the scheduled event.)

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

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

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## **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. In addition to following the rules of use, the user shall be responsible for following all park rules. A copy of all park rules will be provided to the User before signing the agreement.

- 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 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.
- 4) Absolutely no overnight camping is permitted without prior written permission.
- 5) 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.
- 6) User must keep the areas clean and safe, and must pick up and remove all garbage daily. A dumpster may be required for larger events at the User's expense.
- 7) User must clean and stock restrooms daily during the event and at the conclusion of the event.
- 8) User shall clean all facilities used at Port properties within immediately 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.
- 9) The User may not sublet any part of Port recreation properties to another group or individual.
- 10) The Port may require users with large gatherings to provide security at the User's own expense.

- 14) User must keep the facilities secure (where applicable). After the Port has approved the event/activity, User may obtain keys from the Port if deemed necessary by the Port. There will be a \$50.00 deposit for each key. The keys 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) A nonrefundable \$200.00 fee is due at least 30 days before using the Expo Building.
- 16) User must provide notice to the Port of any changes prior to the event, and must provide full contact information.
- 17) All written notice and communications to the Port of Kalama must be mailed to the following address: Port of Kalama, 110 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 at least 30 days 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.**

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. The User is solely responsible to insure that its events taking place on Port property will be conducted in a safe and orderly manner. The Port does not supervise or monitor any events or activities in the parks. To the extent the Port is making use of the parks and its recreational facilities available to the public free of charge, the User acknowledges that the Port is not liable for any injury to park users as provided under RCW 4.24.210.

The User is responsible for obtaining all appropriate licenses and/or permits to comply 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**

The User agrees, as a condition of its use of the Port's park and in consideration for this Agreement, to defend, indemnify and hold harmless the Port, its commissioners and employees, from and against all loss or expense, including but not limited to, judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the Port's elected or appointed officials or employees: (i) for damages because of personal or bodily injury (including death) at any time resulting therefrom, sustained by any person or persons; (ii) on account of damage to property, including loss of use thereof, arising out of or in consequence of the use of the park by any person; or (iii) in consequence of any activity related to or arising out of this Agreement or permitted use of the Port's facilities; and (iv) excepting only loss caused by the sole negligence or willful misconduct of the Port's commissioners, employees or agents acting within the scope of their responsibilities and incurred by third parties.

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 is subject to any additional conditions as may be reasonably required by the Port.

**SECTION V: PARKING & TRAFFIC CONTROL**

User will be responsible for providing an approved traffic control plan at the request of the Port. 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, to protect pedestrians, and ensure handicap parking spaces are used appropriately.

**SECTION VI: 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 VII: 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.

**Event-specific requirements by the PORT OF KALAMA.**

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**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 Port Employee

\_\_\_\_\_  
Date