



**PORT OF KALAMA  
RECREATIONAL USE AGREEMENT**

The Port of Kalama intends to provide a safe, clean, and friendly environment in all parks and public access areas. We appreciate your cooperation. Violating these values may result in termination of this Agreement, ejection and/or trespass from Port property.

This Recreational Use Agreement (“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 (“Port property”) listed below, located at Kalama, WA 98625.

**NOTE: All parks are First Come, First Served (FCFS) – Reservations are required at select facilities. See calendar on the Port’s website for availability. Please select the facility you wish to utilize for the event:**

- |  |  |
|--|--|
| <input type="checkbox"/> Amphitheater (Reservation Required) | <input type="checkbox"/> Expo Building (Reservation Required, \$200 use fee) |
| <input type="checkbox"/> Marine Park (FCFS)                  | <input type="checkbox"/> Soccer Fields                                       |
| <input type="checkbox"/> Rasmussen Park (FCFS)               | <input type="checkbox"/> Baseball Fields                                     |
| <input type="checkbox"/> Haydu Park (FCFS)                   | <input type="checkbox"/> Haydu Park Arena (FCFS)                             |

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

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

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

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

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

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

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

2. Event Description: \_\_\_\_\_

3. Date(s) of event: \_\_\_\_\_

4. Time (please include set-up time through end of event): \_\_\_\_\_

5. Approximate number of attendees \_\_\_\_\_

\_\_\_\_\_ Initials



## **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, as well as event-specific requirements identified below, for itself and its members, participants, guests, invitees and/or others (collectively “**User Parties**”) attending the event. 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.
6. User must keep the areas clean and safe and must pick up and remove all garbage daily and at the conclusion of the event. 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. The Port will provide restroom supplies.
8. User shall clean all facilities used at Port properties 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, without prior Port approval.
10. The Port may require users with large gatherings to provide security at the User’s own expense.
11. User may not make any changes or alterations to the grounds or buildings without prior written approval of the Port.
12. User must keep the facilities secure (where applicable). After the Port has approved the event/activity, User may obtain a key card from the Port if deemed necessary by the Port. The key card must be returned at the end of your event. Any locks not issued by the Port will be removed.
13. A non-refundable \$200.00 fee is due at least 30 days prior to using the Expo Building.
14. User must provide notice to the Port of any changes prior to the event and must provide full contact information.
15. 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**

- A. General Liability Insurance. The User, at its sole cost and expense, shall secure and maintain a general liability insurance policy for the entire term of this Agreement to cover bodily injury and property damage liability arising from User’s use of the Port property. Said insurance shall be in the amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, and such coverage will be primary to and not seek contribution from any coverage maintained by the Port.

- B. Additional Insured. Port shall be named as primary and non-contributing additional insured and User shall furnish to Port certificates of insurance, with a proof of insurance, prior to use of the Premises to establish that Lessee’s insurance obligations have been met.
- C. Waiver of Subrogation. User hereby waives any and every claim which arises or may arise in its favor and against the Port arising from its Use for any and all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible property insurance policies, to the extent that such loss or damage is recoverable under said insurance policies.
- D. DEFAULT. FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS OF THIS AGREEMENT SHALL BE GROUNDS FOR DEFAULT, TERMINATION OF THIS USE AGREEMENT AND CANCELLATION OF THE SCHEDULED EVENT, WITH THE USER’S FORFEITURE OF ALL FEES PAID. THE PORT SHALL NOT BE LIABLE FOR ANY DAMAGES OR COSTS INCURRED BY THE USER BECAUSE OF TERMINATION OR CANCELLATION OF THE EVENT.

**SECTION IV: LIMITATION OF LIABILITY, INDEMNITY AND HOLD HARMLESS**

Limitation of Liability. The Port and its Commissioners, officers, employees and agents (“**Port Parties**”) shall not be responsible or liable to User or User Parties, or to those claiming by, through or under User or User Parties, for indemnity or otherwise, for (i) any loss or damage which may be occasioned by or through the acts or omissions of persons arising from use of the Port’s facilities or this Agreement. To the maximum extent permitted by law, and except as expressly provided herein, User and User Parties agree to occupy the Port property, and to use such other portions of the Port’s property as User is herein given the right to use, at User and User Parties’ own risk.

The User is solely responsible to ensure that their 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 on the Port property. To the extent the Port is permitting the use of the Port’s property, including the parks and recreational facilities, by the public, the User and User Parties acknowledge that the Port is not liable for any injury to User or User Parties, including as provided under RCW 4.24.210.

Indemnification. The User agrees, as a condition of its use of the Port’s property and in consideration for this Agreement, to defend, indemnify and hold harmless the Port and Port Parties, from and against all charges, losses, damages, liabilities, expenses (including but not limited to, judgments, settlements, attorney’s fees and costs), causes of action, suits, claims, demands, or judgments of any nature whatsoever (collectively, “**Liabilities**”) which, in consequence of any activity, directly or indirectly, related to or arising out of this Agreement or permitted use of the Port’s property, results from: (i) personal or bodily injury, or loss of life, sustained by any person or persons; or (ii) damage to property, including loss of use thereof, excepting only loss caused by the sole negligence or willful misconduct of the Port; provided that, the Port reserves the right to participate in said Liabilities, in Port’s sole discretion.

**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 ensuring 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 the provisions of RCW 49.60.500-505.

**SECTION VIII: CODE OF CONDUCT**

Disorderly conduct, abusive language, noisy disturbances or disregard of these rules and regulations will be grounds for the immediate removal of User and User Parties from the park by police, security, or authorized Port personnel.

**SECTION IX: DEFAULT AND REMEDIES**

If User or User Parties neglect or fail to perform or observe any of the covenants, terms and conditions in this Agreement on its part to be observed, User shall be deemed to be in default of this Agreement, liable for any all damages arising from this Agreement or use of the Port's property, and the Port shall have the right to immediately suspend the User's rights under this Agreement. The Port's remedies set forth in this Agreement are cumulative and not exclusive. The Port shall also have any other remedies permitted by law or in equity.

**SECTION X: COMPLIANCE WITH LAWS**

User, at its cost and expense, shall obtain all appropriate and necessary licenses and/or permits required by federal, state and local authorities for User's event, and shall comply in all material respects and shall cause User's Parties to comply in all material respects, with (a) all applicable laws, and (b) all applicable rules, regulations, tariffs and policies and changes thereto adopted by the Port from time to time ("**Port Regulations**").

**SECTION XI: HAZARDOUS SUBSTANCES**

User and User Parties shall not cause or permit any Hazardous Materials to be used, stored, discharged, released or disposed of on Port property or cause any Hazardous Materials to be used, stored, discharged, released or disposed of, in, from, under or about, the Port property, or any other land or improvements in the vicinity of the Port's property. To the extent permitted by the Port, User shall in all respects handle, treat, deal with and manage any and all User's Hazardous Materials in total conformity with all Environmental Laws and prudent industry practices regarding management of such Hazardous Materials.

**SECTION XII: COSTS AND ATTORNEY FEES**

If by reason of default on the part of either party to this Agreement it becomes necessary to employ an attorney to recover any payments due hereunder or to enforce any provision of this Agreement, the prevailing party, whether such party be the successful claimant or the party who successfully defended against the claim of the other party, shall be entitled to recover reasonable attorney fees at trial and on appeal or in arbitration or other dispute resolution mechanisms contemplated by this Agreement, and to be reimbursed for such costs and expenses as may have been incurred by such prevailing party.



**USER**

**Please initial all pages on the bottom left and sign this page.**

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.

\_\_\_\_\_  
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

\_\_\_\_\_Initials