

PORT OF ANACORTES
TRANSIT SHED
RENTAL INFORMATION AND POLICIES

100 Commercial Avenue, Anacortes, WA 98221 • (360) 293-3134

The Transit Shed is a facility that will be prioritized as a marine-oriented facility, generally for the promotion of tourism and economic development, available to the general public, local and area residents, organizations and groups as outlined in the information and policies below.

AVAILABILITY

The Transit Shed is generally available for rental Friday evenings through Sunday evenings, no later than 1:00 a.m., as well as Federal Holidays. The Building is generally not available for rental during the work week.

The Transit Shed will be rented on a per weekend basis. The renter has access to the facility from 12 noon through 1:00 a.m. on Friday, 8 a.m. to 1:00 a.m. on Saturday and Sunday except when otherwise authorized. Additional daily charges will be assessed.

All events must end by 1:00 a.m. If the renter does not secure the building by 1:00 am each night of the rental, they will be charged an additional \$200/hour.

The Port reserves the right of cancellation without liability in case of an emergency. Every effort will be made to provide the user 48 hours notice.

APPLICATION PROCEDURE

1. **Complete and submit a *Transit Shed Use Application Packet*.** Requests for use must be submitted prior to the use of the facility. The Port staff shall review all applications and has the right to grant any use based on policies and availability, or to grant use subject to certain conditions. The facility can be reserved up to one year in advance of the scheduled date. If the one year mark falls on a weekend or national holiday, the reservation can be made on the previous business day.
2. **Submit the \$500 refundable damage deposit.** Once the application is approved, receipt of deposit confirms reservation and holds the event date.
3. **Pay rental fee and submit certificate of insurance.** The rental fee and certificate of insurance must be submitted to the Port of Anacortes no later than 30 days prior to the event.

PUBLIC ENTITY USE

At the discretion of the Port Executive Director, public entities consisting of the Anacortes School District, the City of Anacortes, and Skagit County, may use the Transit Shed at no-charge. Application for the no-charge use shall be requested in writing and addressed to the Port Executive Director, stating the purpose, date, and time of the usage. Public entities must still submit the refundable deposit fee with their application and provide proof of insurance 30 days prior to the event. The Port Executive Director or assigned subordinates may, at their discretion, authorize the no-charge rate.

NON-PROFIT ORGANIZATIONS

Non-profit qualifying organizations [501c(3)], with appropriate documentation demonstrating Internal Revenue Service (IRS) certification of approved non-profit status, will receive rental reductions as identified in the fee schedule.

INSURANCE/WAIVER OF LIABILITY

The user of Port facilities must hold the Port District, its Commissioners, and Port employees harmless from any and all claims by any person arising from the use of the premises except for the sole negligence of Port District. Each application for use of facilities will require the applicant to provide proof of bodily injury and property damage liability policy with coverage of \$2,000,000. Insurance can be obtained through renter's or homeowner's insurance or event insurance websites. Such proof of insurance must be provided no later than thirty (30) days prior to the use of Port facilities. An endorsement naming the Port District as an Additional Insured or a copy of the policy section showing Blanket Additional Insured status must be attached to the certificate of insurance in order for the Port District to accept the coverage. If proof of insurance is not received within thirty (30) days of the event it is subject to cancellation.

DEPOSIT & FEES

Fees for building use will be assessed according to rates established by the Executive Director. Residents and commercial parties may be asked to provide proof of their address inside the Port District. **All fees must be paid a minimum of thirty (30) days in advance of the event.** The deposit will be collected to guarantee the rental date. If the rental fee is not received by that time, the event will be canceled and removed from our event calendar. Organizations with accounts outstanding may be denied use of Port facilities until full payment is received. Any loss or damage resulting from the activity use will be billed to the applicant and is due 30 days from the billing date.

FEE SCHEDULE

| RESPONSIBLE RENTAL PARTY | Weekend Fee | DEPOSIT |
|--|--------------------|------------------|
| Residents <i>(Weddings, Family Reunions ,etc.)</i> | \$900 | \$500 Refundable |
| Non-Profit Groups <i>(501 c (3) certification required)</i> | \$900 | \$500 Refundable |
| Government Agencies <i>(Non reciprocal)</i> | \$600 | \$500 Refundable |
| Commercial – Port Sponsored <i>(Community Events – Waterfront Festival, Trawlerfest, Arts Festival, etc.)</i> | \$600 | \$500 Refundable |
| Commercial <i>(Fundraisers, Company Parties, Conventions)</i> | \$900 | \$500 Refundable |

| RENTAL ITEMS AVAILABLE | Per Use Fee | Requirements |
|--|--|--|
| 8 Person Round Tables – maximum of 35 tables 10 Person Round Tables – maximum of 10 tables 10 Rectangular Tables | \$10.00 each +Tax | Inside Facility Use Only |
| Chair– maximum of 350 chairs | \$1.40 each +Tax | Inside Facility Use Only |
| Dance Floor – must be installed by Port staff <i>(28 feet x 28 feet)</i> | \$600 per event use +Tax (includes POA labor) | Inside Facility Use Only |
| Stage – must be installed by Port staff <i>(Eleven 3'x8'x 32" pieces for versatile configuration)</i> | \$300 per event use +Tax (includes POA labor) | Inside Facility Use Only |
| PA System– must be setup by Port staff | \$200 per event use +Tax (includes POA labor) | Inside Facility Use Only |
| Port Staff Labor for removing lights, set-up, etc. | \$ 60 per person, per hour | Decoration/Cleaning of Facility NOT permitted |

EQUIPMENT & SUPPLIES

All equipment and supplies available for public use:

- One 8 foot ladder
- Three large trash cans with bags (Trash must be hauled off site. A dumpster is NOT provided.)
- Two vacuums

If not listed above, the renter must provide their own resources at their own cost. This includes:

- Portable toilets must be provided for all events over 400 people.** If portable toilets are not provided, the renter's security deposit will be at risk.
- Dumpster/recycling bins**

FLOORING & HEATING

Beginning October 2011, the Transit Shed will not have carpeted flooring. Please take this into account when planning your event. The overhead heaters in the Transit Shed are sufficient for keeping the space warm during colder months. High heels can be a trip hazard on the Transit Shed floor and are not recommended. Wear high heels at your own risk. The Port recommends that you include this information in all invitations and event announcements.

PARKING & BUSINESS ACCESS

Please be mindful that the Transit Shed is located on a working waterfront. This means that there are businesses operating around the warehouse seven days a week. Clear access must be maintained for those businesses at all times. Vehicles that violate this policy will be towed at the owner's expense. There is always event parking available on the South side of the Transit Shed.

ALCOHOL

Possession or consumption of alcohol is prohibited at all times outside of the building. Alcohol use in the building is allowed with the appropriate permits or licenses. Applicant is solely responsible to make sure all appropriate state and local agency regulations, requirements and laws have been fulfilled.

SMOKING

Smoking is prohibited in the building and on the Pier under Washington State law RCW 70.160.

DECORATIONS

Use of candles or any other type of open flame is not allowed. Heavy objects or decorations shall not be hung from the ceiling.

MUSIC

Live or amplified music is permitted inside the building. If the Police Department or Port staff receives complaints about noise from the music, or general rowdiness in or around the building, they may have the music turned off and may require the event sponsor to end the event and vacate the premises prior to the regular closing time. There shall be no rental refund if the event is ended in this manner.

Renter's Initials _____

FACILITY MONITOR

The Port Event Coordinator will meet with the designated responsible party prior to the event to provide a key to the facility and orientation to the building.

A Port Facility Monitor will be present during the event to answer questions about the building, facilities, and equipment. This person will be present to ensure all Port policies are adhered to during the event. (See attached *Facility Monitor Handout*.)

The designated responsible party should check in with the facility monitor upon arrival. At the end of the reserved time, that designated person should complete a *Rental Clean-Up Check List* (see attached example).

CONDUCT

Use of narcotics, tobacco, illegal drugs, profanity, gambling, and unruly conduct or any other unlawful activities on Port property is prohibited. Dangerous weapons are not permitted on Port property. All activities will be conducted in a safe and reasonable manner. Activity organizers and supervisors will be held accountable for the safe, orderly, and reasonable conduct of all participants and spectators, if any, and are responsible for the conduct of any individual(s) who may be on Port property as a result of the event.

REFUNDS

Facility rental refunds will be approved if the Port is notified of the cancellation in writing thirty (30) days in advance of the reserved date.

Deposits are refundable within 30 business days after the event provided all the following conditions have been met.

- a) There has been no damage to the building or property.
- b) The facility has been cleaned and returned to its original state. (See attached *Rental Clean-Up Agreement*.)
- c) The user has complied with all rules and terms of this agreement.
- d) No city ordinances or Port policies have been violated.

Should condition a, b, c, or d remain unmet any or all of the deposit may be forfeited.

In the event damage has occurred and some portion of the deposit must be surrendered, the balance of the deposit, if any, will be returned within 30 days of the event. In the event damage has occurred that exceeds deposit amount, the Port will pursue reimbursement for actual replacement costs and labor for the repair of damages.

EXPECTATIONS

Please be advised that the Transit Shed is located in working waterfront area. Your event may be impacted by marine industrial activities nearby including noise, fumes, dust, exhaust from boats and ships, etc.

The Transit Shed itself is a multi-purpose facility with much history, charm, character, and quaintness. However, these attributes come with drawbacks, such as an occasional bird in the rafters, noise from crashing waves underneath, spaces in the floor planks, and only an industrial level of heat and lighting.

.....
By signing below, I acknowledge that I have read and understand the rental information and policies included in this packet. I will abide by all Port rules and regulations while renting this facility.

Renter's Signature

Printed Name

Date

**PORT OF ANACORTES
TRANSIT SHED
FACILITY MONITOR HANDOUT**

The Port Monitor of the Transit Shed is on hand for the following:

1. Available to answer questions regarding the facility, building, equipment and supplies.
2. Monitor the noise level and activities so that they do not become excessive.
3. Insure that the event ends promptly as scheduled and the building is cleaned, locked and secured at the agreed-upon time.
4. Monitor security of the building, surrounding area and rental activity.
5. Provide general custodial supervision by completing and signing the "Rental Clean-Up Agreement" with the group's designated person.

The Port Monitor is NOT authorized to:

1. Act as guardian or security for any valuables.
2. Act as custodian for set up or clean up.
3. Direct traffic.
4. Move tables, chairs or other equipment.
5. Allow use of unscheduled equipment or areas of the facility.
6. Be responsible for childcare.

Call out list:

Port of Anacortes Administration _____ (360) 293-3134 (weekdays)
Port of Anacortes Harbor Office _____ (360) 293-0694 (weekend days)
Port of Anacortes Security _____ (360) 661-5000 (nights only)

**PORT OF ANACORTES
TRANSIT SHED**

REQUEST FOR FACILITY USE APPLICATION

P.O. Box 297 • 100 Commercial Avenue, Anacortes, WA 98221 • (360) 293-3134

Organization/Person In Charge (Permittee): _____ Event Name: _____

Rental Date(s): _____ Rate _____

Event Date: _____ Event Start Time: _____ End Time: _____

Alcohol to be consumed on premises? Yes No **WA State Liquor Control Board permit must be obtained.**

_____(initial) Applicant is solely responsible for abiding by all appropriate state and local laws regarding alcohol use.

Type of Activity: _____ Estimated Attendance: _____

_____(initial) **SMOKING IS PROHIBITED IN THE BUILDING UNDER WASHINGTON STATE LAW
RCW 70.160.**

_____(initial) **POSSESSION AND/OR CONSUMPTION OF ALCOHOL OUTSIDE THE BUILDING IS PROHIBITED AT ALL
TIMES.**

I ("the Permittee") am the authorized person in charge of the above activity and information given in this agreement is correct. I further agree as the representative to be bound by the regulations, policies and fee schedules as described in the Port of Anacortes Transit Shed Rental Information and Policies form. It is further agreed that the Permittee shall be solely responsible for and hold harmless the Port of Anacortes and/or their agents from any and all claims or liability for damages or loss of property that may result from any act, omission or commission on the part of the Permittee or its agents while using the Transit Shed or grounds.

Signature of Permittee: _____ **Date:** _____

Printed Name: _____ Email Address: _____

Business or Cell Phone: _____ Home Phone: _____

Mailing Address: _____

Physical Address (if different): _____

**Submission of this form does not guarantee approval of event submitted. Applications
for Transit Shed use will be evaluated on a case-by-case basis.**

VENUES DEPARTMENT USE ONLY

| | |
|--|---------------------------|
| Application approved? <input type="checkbox"/> Yes <input type="checkbox"/> No | Account #: |
| Date Submitted: | Date Processed: |
| _____ Rental Packet (Facility Use Application, Rental Clean-Up Agreement, & Hold Harmless Agreement) | _____ Packet Scanned |
| _____ Damage Deposit of \$ <u>500</u> (cannot hold date without deposit) | _____ Deposit Invoiced |
| _____ Rental Fee of \$ _____ (no later than 30 days prior to event) | _____ Rental Fee Invoiced |
| _____ Proof of Insurance (no later than 30 days prior to event) | _____ Insurance Scanned |

No deposit refunds shall be made unless cancellation occurs thirty (30) days in advance of the reserved date.

**PORT OF ANACORTES
TRANSIT SHED
RENTAL CLEAN-UP AGREEMENT**

Responsible party/contact person: _____ Rental Date(s): _____

RENTER RESPONSIBILITIES:

GENERAL CLEANLINESS: (Including bathrooms and grounds)

1. Chairs shall be returned to original location.
2. All tables shall be cleaned, folded and returned to storage areas.
3. All food, dishes, cups, beverages, tablecloths, etc. shall be removed.
4. All decorations and items brought in the building shall be removed.
5. Clean all counter tops, sinks, microwave, and all areas used for the event.
6. Rugs shall be vacuumed, floors swept and any spills wiped up.
7. All trash containers must be emptied and relined.
8. All garbage shall be hauled off-site. A dumpster is not available.

The undersigned agrees to the above conditions of clean-up.

Renter/Designated Responsible Party

Date

**PORT OF ANACORTES
TRANSIT SHED
HOLD HARMLESS AGREEMENT**

Applicant hereby agrees to protect, indemnify, defend and to hold and save harmless the Port, its elected officials, agents and employees, their successors and assigns, heirs, executors, and administrators from and against all liabilities, obligations, fines, claims, claims for mechanics liens, damages, penalties, causes of action, costs and expenses (including without limitation attorney's fees and expenses), and any and all claims by or on behalf of any person or persons, firm or corporation, in connection with any such items of actual or alleged injury or damage,

- arising out of acts or omissions of the undersigned, its servants, agents, invitee, guests and employees on or about Port property, or

- arising out of the use of Port property or any part thereof, including but not limited to, floats, docks or piers, ramps and approaches, buildings, sidewalks, curbs, parking lots, streets or ways, or

- due to or arising out of any failure on the part of the undersigned to perform or comply with any rule, ordinance, or law to be kept and performed.

THE UNDERSIGNED APPLICANT HEREBY WAIVES (GIVE UP) ITS IMMUNITY UNDER THE INDUSTRIAL INSURANCE ACT RCW TITLE 51 AND/OR THE LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT.

THE UNDERSIGNED APPLICANT HEREBY AGREES TO INDEMNIFY THE PORT FOR THE CONCURRENT NEGLIGENCE OF THE PORT AND THE UNDERSIGNED.

This indemnity agreement does not apply when such damage or injury is caused solely by negligent or intentional acts of the Port, its elected officials, agents or employees.

Applicant's Signature of Responsible Person _____

Print Name _____

Date _____