



PORT OF ANACORTES
MARINE TECHNOLOGY CENTER

100 Commercial Ave • 1606 R Avenue, Anacortes, WA 98221 • (360) 293-3134

RENTAL INFORMATION AND POLICIES

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

AVAILABILITY

The Marine Technology Center is generally available for rental Saturday and Sunday and after 5 p.m. on weekdays, **no later than 1:00 a.m.** on the rental date(s).

The Marine Technology Center will be rented on a daily basis. **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 *Marine Technology Center 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 \$300 refundable damage deposit.** Once the application is approved, **receipt of deposit confirms reservation and holds the event date.**
- 3. Submit certificate of insurance.** Certificate of insurance must be submitted to the Port of Anacortes no later than fourteen (14) days after submission of damage deposit.
- 4. Designate responsible party.** One individual should be designated as the responsible party for the requesting group, and will sign the *Request For Use, Clean-Up, and Hold Harmless Agreements*. The person signing these forms is the responsible party and is assuming responsibility for the clean-up and any damage, loss, or disturbances during the rental period.
- 5. Pay rental fee.** The rental fee must be submitted to the Port of Anacortes no later than 30 days prior to the event.

DEPOSIT & FEES

Fees for building use will be assessed according to rates established by the Executive Director. **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

BUILDING ACCESS

The designated responsible party should check in with the Marina office if the event is during office hours from 8:00 am-5:00 pm Monday-Sunday. A Marina staff member will provide access to the Seafarers' Memorial Park Building. If the event is after Port office hours, the Port Security Guard on duty will provide access to the building. At the end of the reserved time, that designated person should complete a *Rental Clean-Up Checklist* (see attached example) with the Port Security Guard on duty.

Renter's Initials _____



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FEE SCHEDULE

Rental Rates	Daily Rental Fee	Deposit
Full Day Rate	\$200	\$300 Refundable
Evening Rate (Only when full day isn't available.)	\$100	\$300 Refundable

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 \$1,000,000. 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.

EQUIPMENT & SUPPLIES

All equipment and supplies available for public use:

- 25 Rectangular Tables
- 100 Chairs
- Presentation Equipment

SMOKING

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

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.

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.

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. Pins, glue, scotch tape and any other substances that may cause damage to the walls are not allowed to hang decorations; please use masking or blue tape instead.

BUILDING ACCESS

The Port Event Coordinator will meet with the designated responsible party prior to the event to provide an orientation to the building. The designated responsible party should check in with the Marina office if the event is during office hours. A Port staff member will provide access to the Marine Technology Center. If the event is after Port office hours, the Port Security Guard on duty will provide access to the building. At the end of the reserved time, that designated person should complete a *Port Rental Facility Checkout* (see attached example) with the Port Security Guard on duty.

Renter's Initials _____



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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 Marine Technology Center is located in a working waterfront area and within a public park and boating facility. Your event may be impacted by marine industrial activities nearby including noise, fumes, dust, exhaust from boats and ships, etc., as well as adjacent traffic related to pedestrian and boating facility users accessing the public park facility.

.....
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



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Reservation Number:

REQUEST FOR FACILITY USE APPLICATION

Organization/Person in Charge (Permittee): _____

Rental Date(s): _____ Rate: _____

Event Start Time: _____ End Time: _____

Type of Activity: _____ Estimated Attendance: _____

Printed Name: _____ Email Address: _____

Business or Cell Phone: _____ Home Phone: _____

Mailing Address: _____

Physical Address (if different): _____

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.

____ (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 Seafarers' Memorial Park Building 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 Seafarers' Memorial Park Building or grounds.

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

Submission of this form does not guarantee approval of event submitted. Applications for Seafarers' Memorial Park Building use will be evaluated on a case-by-case basis.

VENUES DEPARTMENT USE ONLY

Application approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Submitted:	Date Processed:
_____ Rental Packet (Facility Use Application, Rental Clean-Up Agreement, & Hold Harmless Agreement)	_____ Packet Scanned
_____ Damage Deposit of \$ <u>300</u> (cannot hold date without deposit)	_____ Rental Fee Invoiced
_____ Rental Fee of \$ _____ (no later than 30 days prior to event)	_____ Insurance Scanned
_____ Proof of Insurance (within 2 weeks of reservation)	_____ Map emailed

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



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RENTAL CLEAN-UP AGREEMENT

Event: _____ **Responsible Party (Please Print):** _____

It is the responsibility of the renters, or their designated responsible party, to see that the facility is left in the same condition as it was received prior to their reserved time. The following items must be checked off upon completion of a renter's event. The renter and the Port staff member on duty shall sign the Port Rental Facility Checkout **prior to the renter leaving the facility**. Any area not cleaned appropriately may result in all or part of the damage deposit being withheld. **The renter is should telephone when they are ready to checkout from the facility:**

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)

GENERAL CLEANLINESS: (Including bathrooms and grounds)

1. Chairs returned to original location.
2. All tables cleaned, folded and returned to storage areas.
3. All food, dishes, cups, beverages, tablecloths, etc. are removed.
4. All decorations and items brought in the building such as balloons, table decorations, etc. are removed.
5. Counter tops, sinks, microwave, and all areas used for the event are clean.
6. Rugs vacuumed, floor swept and any spills wiped up.
7. All trash containers emptied and relined.
8. All garbage hauled off-site. A dumpster is not available.
9. Key returned to Port staff member (if applicable).

OTHER:

1. Sign the Rental Clean-Up Checklist prior to departure.

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

Renter/Designated Responsible Party

Date



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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 _____