

PIER ONE MAIN WAREHOUSE
RENTAL INFORMATION AND POLICIES

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

The Pier One “Main” Port Warehouse 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 Pier One Warehouse is generally available for rental Friday evenings through Sunday evenings, no later than 12:00 a.m., as well as Federal Holidays. The Building is generally not available for rental during the normal work week.

Rentals will be for a minimum of one day, and a maximum of 4 consecutive days. (Except when otherwise authorized by the Executive Director.)

Renters will be allowed to setup the day prior to the event starting at 12 noon without an additional fee, unless there is another event scheduled for that day. If all items are not removed from the warehouse by 12 midnight on the day of the event, the renter will be charged for one additional rental day.

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

APPLICATION PROCEDURE

Complete and submit a *Warehouse Use Application Packet* to the Port of Anacortes, P.O. Box 297, Anacortes, WA 98221. Telephone: (360) 293-3134. Requests for use must be submitted prior to the use of the facility. Once the application is approved, receipt of deposit confirms reservation. The Facility can be reserved 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.

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. One individual should be designated as the responsible party for the requesting group, and will sign both the request for use and the clean up agreement. The person signing these forms is the responsible party and is assuming responsibility for the cleanup and any damage, loss, or disturbances during the rental period.

PUBLIC ENTITY USE

At the discretion of the Port Executive Director, public entities consisting of the Anacortes School District, the Northwest Education District office, the City of Anacortes, and Skagit County, may use the Main Warehouse 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. 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.

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. The rental fee is due no later than thirty (30) days prior to the event. If the rental fee is not received by that time, the event will be canceled and removed from our event calendar. All fees are to be paid by a cashier's check, money order, cash, personal check, or bankcard. 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 in addition to the rental item fees and is due 30 days from the billing date.

FEE SCHEDULE

RESPONSIBLE RENTAL PARTY	Inside Port District Daily Fee	Outside Port District Daily Fee	DEPOSIT
Residents <i>(Example: Weddings, Family Reunions, Private Parties)</i>	\$600	\$1,600	\$500 Refundable
Non-Profit Groups <i>(501 c (3) certification required)</i>	\$600	\$600	\$500 Refundable
Government Agencies <i>(Non reciprocal)</i>	\$400	\$400	\$500 Refundable
Commercial – Port Sponsored <i>(Community Events – Waterfront Festival, Trawlerfest, Arts Festival, Jazz Festival)</i>	\$400	\$400	\$500 Refundable
Commercial <i>(Fundraisers, Company Parties, Conventions)</i>	\$600	\$1,600	\$500 Refundable
8 Person Round Tables – maximum of 35 tables 10 Person Round Tables – maximum of 10 tables 7 Rectangular Tables		\$5.00 each	Inside Facility Use Only
Chair– maximum of 350 chairs		\$1.00 each	Inside Facility Use Only
Dance Floor – must be installed by Port staff <i>(28 feet x 28 feet)</i>		\$600 per event use (includes POA labor)	Inside Facility Use Only
Stage – must be installed by Port staff		\$500 per event use (includes POA labor)	Inside Facility Use Only
Port Staff Labor for installing lights, set-up, etc.		\$ 60 per person, per hour	Decoration of Facility NOT included

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 coverage of \$1,000,000. Such proof of insurance must be provided no later than thirty (30) days prior to the use of Port facilities and the insurance certificate must name Port District as additionally insured. If proof of insurance is not received within thirty (30) days of the event it is subject to cancellation.

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.

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 DSHS-24

OTHER

Use of candles or any other type of open flame is not allowed. Heavy objects or decorations shall not be hung from the ceiling. All equipment and supplies that are available for public use will be listed on a separate attachment.

FACILITY MONITOR

A Port staff monitor will meet the reserved party at their scheduled start time and may be contacted during the reserved rental time. The Port staff will open the facility, provide orientation and close the building after the final check out. The Port staff person is available to answer questions about the building, facilities, and equipment. (See attached *Facility Monitor Handout*.)

The person designated to be in charge of cleanup should check in with the facility monitor upon arrival. At the end of the reserved time and prior to leaving the facility at the agreed upon time, that designated person and the monitor will complete a *Rental Clean Up Check List* (see attached example) for the area used. The designated responsible party will also stay and accompany the monitor during locking of doors at the building.

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 attachment "Rental Clean-Up Agreement and Checklist.")
- 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 warehouse 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 warehouse 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

Date

Renter's Name (Printed)

PIER ONE MAIN WAREHOUSE
FACILITY MONITOR HANDOUT

The Port Monitor of the Pier One Warehouse is on hand for the following:

1. Unlock the building and meet the reserved party at the scheduled time.
2. Available to answer questions regarding the facility, building, equipment and supplies.
3. Monitor the noise level and activities so that they do not become excessive.
4. Insure that the event ends promptly as scheduled and the building is cleaned, locked and secured at the agreed-upon time.
5. Monitor security of the building, surrounding area and rental activity.
6. Provide general custodial supervision by completing and signing the "Rental Cleanup 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 _____ 293-3134 (weekdays)
Port of Anacortes Harbor Office _____ 293-0694 (weekend days)
Port of Anacortes Security _____ 661-5000 (nights only)

PIER ONE MAIN WAREHOUSE
RENTAL CHECKOUT CHECKLIST

****EXAMPLE CHECKLIST—THIS FORM WILL BE USED WHEN CHECKING OUT OF THE FACILITY****

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/or the responsible party, and the Port facility monitor on duty shall sign the Rental Clean-up Checklist. Any area not cleaned appropriately may result in all or part of the damage deposit being withheld. The Port of Anacortes encourages you to recycle. Bins for glass and aluminum and paper are provided. Renter is to telephone Port Security at 661-5000 to check out after clean-up is complete.

GENERAL CLEANLINESS: (Including bathrooms and grounds)

- All decorations such as flowers and balloons have been removed.
- All equipment or supplies brought in by the renter have been removed.
- Hard floors swept and free of spills.
- Carpet vacuumed.
- All trash containers emptied and relined.
- Chairs and tables put back in original location.
- All garbage hauled off-site. A dumpster is not available.

OTHER

Renter/Designated person accompanied custodian during building lock-up.

Did the rental group use any non-reserved equipment or space? If so, please list: _____

RESERVED CHECK OUT TIME: _____ ACTUAL CHECKOUT TIME: _____

Port Facility Monitor:

Comments or noted damage: _____

Signed: _____ **Date:** _____
Port Facility Monitor

Renter/Responsible Party:

Comments: _____

Signed: _____ **Date:** _____
Renter/Responsible Party

PIER ONE MAIN WAREHOUSE
REQUEST FOR FACILITY USE APPLICATION

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

NAME or ORGANIZATION (Permittee) _____

GOVERNMENT _____ 501 (c)3: _____ (attach documentation)

RENTAL DATE: _____
Day of Week Month Day Year

TOTAL RENTAL DAYS: _____ RENTAL TIME (Includes Set-up/Cleanup) From: _____ To: _____

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
DSHS 24-42.**

_____(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 Pier One Warehouse 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 Pier One Warehouse or grounds.

Signature of Permittee _____ Date _____

Address _____

City _____ State _____ Zip _____ Phone # _____

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

DEPARTMENT USE ONLY

Application approved? <input type="checkbox"/> No <input type="checkbox"/> Yes, by: _____	
Submitted	Date
_____ Rental Packet (Facility Use Application, Rental Cleanup Agreement, & Hold Harmless Agreement)	_____
_____ Damage Deposit of \$ <u>500</u> (<i>cannot hold date without deposit</i>)	_____
_____ Rental Fee of \$ _____ (<i>no later than 30 days prior to event</i>)	_____
_____ Proof of Insurance (<i>bodily injury/property damage liability of \$1 million & Port additionally insured</i>)	_____

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

*****RETURN THIS FORM TO THE PORT OF ANACORTES*****

PORT OF ANACORTES
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 or Responsible Person _____

Print Name _____

Date _____

*****RETURN THIS FORM TO THE PORT OF ANACORTES*****