

RENTAL INFORMATION AND POLICIES

Overlooking Padilla Bay, the Seafarers' Memorial Park Building is located beside Cap Sante Marina. It is ideal for educational and maritime classes, corporate conferences as well as community events and wedding receptions. It is available to the general public as outlined in the information and policies below.

AVAILABILITY

The Seafarers' Memorial Park Building is available for rental Sunday through Saturday, no later than 1:00 a.m. on the rental date(s). The Building is available for rent; however, the park is a public area that must remain so. Park hours are 6 a.m. to 11 p.m.

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

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 Seafarers' Memorial Park Building Application Packet and \$300 Damage Deposit.** Requests for use must be submitted prior to the use of the facility. 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. Once the application has been confirmed, a confirmation email or letter will be sent.
- 2. Pay Fee for Rental and Additions.** All fees must be submitted to the Port of Anacortes no later than 30 days prior to the event along with a Certificate of Insurance (see Insurance/Waiver of Liability below). Failure to pay all fees within this timeframe may subject the event to cancellation.

INSURANCE/WAIVER OF LIABILITY

Users 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 the Port.

Use of the facilities requires the applicant to have insurance coverage for bodily injury, property damage and alcohol liability, with coverage of \$1,000,000 per occurrence, and naming the Port of Anacortes as additional insured. Proof of insurance must be provided 30 days prior to the event.

SMOKING

Smoking is prohibited in the building 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.

PARKING

There are thirty-nine (39) public parking spaces at the park. These spaces are not reserved for events in the Seafarers' Memorial Park building; they are first come first serve. Please keep this in mind as you plan your event.

FEES

All fees must be paid no later than 30 days in advance of the event. 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.

Rental	Rate	Non-Profit Rate	Deposit
Weekend Rate(Friday-Sunday)	\$450	\$225	\$300
Weekday Rate (Monday-Thursday)	\$275	\$125	\$300
Maritime Educational Rate (Monday-Thursday)	\$100	\$100	\$300
Two Day Weekend Rate	\$800	\$400	\$300

EQUIPMENT & SUPPLIES

- Refrigerator
- Freezer
- Warming Oven
- Microwave
- 14 – 60” Round Tables (Seat 8)
- 9 – 60” Rectangular Tables
- 100 White Fan Back Chairs
- Broom, Dust Pan, & Mop

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 or more in advance of the reserved date.

Deposits are refundable within thirty (30) 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 thirty (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 your event may be impacted by marine industrial activities nearby including noise, fumes, dust, and exhaust from boats and ships, etc.

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.

Reservation Number:

SEAFARERS' MEMORIAL PARK BUILDING
REQUEST FOR FACILITY USE APPLICATION

Rental Date(s): _____ Time In _____ Time Out _____

Type of Activity and Organization Name: _____ Estimated Attendance: _____

Contact Person: _____ Email Address: _____

Contact Phone: _____ Alternate Phone: _____

Mailing Address: _____

Physical Address (if different): _____

Alternate Contact:

A person other than the applicant who can be contacted in case the applicant is not available.

Name: _____ Contact Phone: _____

I authorize this individual as an additional person in charge of this event and authorize decisions made by this person. I additionally understand that as the renter of the venue I am the ultimate one responsible for the venue and that I am the one that is bound by the regulations, policies and fee schedules as described in the Port of Anacortes Seafarers' Memorial Park Building Rental Information and Policies Form.

Signature: _____ Date: _____

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

ALCOHOL

Alcohol use in the building is allowed with the appropriate permits, licenses and insurance. Applicant is solely responsible to make sure all appropriate state and local agency regulations, requirements and laws have been fulfilled.

Is alcohol to be consumed on premises? _____ Yes _____ No

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

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

RENTAL CLEAN-UP AGREEMENT

Responsible party/contact person: _____

Call out list:

Port of Anacortes Administration _____ (360) 293-3134 (weekdays)

Port of Anacortes Security _____ (360) 661-5000 (nights and weekends only)

The following items must be checked off upon completion of a renter's event. Any area not cleaned appropriately may result in all or part of the damage deposit being withheld.

RENTER RESPONSIBILITIES:

GENERAL CLEANLINESS:

- Chairs wiped down and returned to original location.
- Parking lot swept free of trash and cigarette butts.
- All tables cleaned, folded and returned to storage areas.
- All food, dishes, cups, beverages, tablecloths, etc. are removed.
- All decorations and items brought in the building such as balloons, table decorations, etc. are removed.
- All tape on the walls are removed.
- Counter tops, sinks, microwave, and all areas used for the event are clean.
- Floor washed down and free of debris.
- All trash containers emptied and new liners have been put in.
- All garbage hauled off site. A dumpster is available at A Dock.
- Key returned to Port staff member.

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

Renter/Designated Responsible Party

Date

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, invitees, 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 _____

Print Name _____

Date _____