

## **RENTAL INFORMATION AND POLICIES**

Situated on the Port's Historic Pier 1, overlooking the Guemes Channel, is a one of a kind facility known as the Transit Shed. Located at the foot of Commercial Avenue in Downtown Anacortes, it is ideal for holiday and team parties, conferences, family reunions, community events and fundraisers, wedding receptions, and trade shows. It is available to the general public as outlined in the information and policies below.

### **AVAILABILITY**

The Transit Shed is available in the evening during the week (Monday thru Thursday) from 5:00 p.m. to 1:00 a.m. or on the weekend from noon on Friday to 1:00 a.m. on Monday, except when otherwise authorized.

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 renter 48 hours' notice.

### **APPLICATION PROCEDURE**

- 1. Complete and submit a *Transit Shed Application Packet and \$600 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 Transit Shed and on the Pier under Washington State law RCW 70.160.

### **PARKING & BUSINESS ACCESS**

Clear access must be maintained for businesses operating on or near Pier 1, at all times. Vehicles that violate this policy will be towed at the owner's expense. Event parking is available on the south side of the Transit Shed.

## **FEES**

All fees must be paid no later than 30 days prior to 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. **Please circle which items you are requesting:**

<b>RESPONSIBLE RENTAL PARTY</b>	<b>Rental Fee</b>	<b>Non-Profit Rates</b>	<b>DEPOSIT</b>
<b>WEEKEND RENTAL:</b>			
Commercial/All	\$2,200	\$1,100	\$600
<b>WEEKDAY EVENING RENTAL:</b>			
Commercial/All	\$750	\$375	\$600
<b>ITEMS AVAILABLE</b>	<b>Rental Fee</b>		<b>Requirements</b>
8 Person Round Tables – maximum of 35 tables 10 Person Round Tables – maximum of 10 tables 10 Rectangular Tables	No charge		Inside Facility Use Only
Chair– maximum of 325 chairs	No Charge		Inside Facility Use Only
Sound System	No Charge		Inside Facility Use Only
Dance Floor – must be installed by Port staff (28' x 28')	\$800 +Tax		Inside Facility Use Only
Stage – must be installed by Port staff (Eleven 3'x8' pieces for versatile configuration)	\$400 +Tax		Inside Facility Use Only

## **EQUIPMENT & SUPPLIES**

The following equipment and supplies are available for public use:

- One 8 foot ladder
- Three large trash cans with bags
- One vacuum

## **MUSIC**

Live or amplified music is permitted inside the Transit Shed. 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. Nothing, regardless of weight, can be suspended from, hung by, or in any way attached to the overhead fire suppression piping and equipment. CONFETTI: only biodegradable/made from lightweight paper (no plastic confetti or decorations that can fall through floor).

## **HEATING & FLOORING**

The overhead heaters in the Transit Shed are generally sufficient for keeping the space warm during colder months. The Transit Shed floor is made of wooden planks and does not have carpet. High heels can be a trip hazard and are not recommended.

## **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 6 months or 180 days or more in advance of the reserved date.

Deposits are refundable within 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 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 the Transit Shed is located in a working waterfront area. Your event may be impacted by marine industrial activities nearby including noise, fumes, dust, and 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.

**TRANSIT SHED**  
**REQUEST FOR FACILITY USE APPLICATION**

<b>Account Number:</b>  
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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 Transit Shed Rental Information and Policies Form.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Submission of this form does not guarantee the event. Applications  
for Transit Shed 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 (Please Print):** \_\_\_\_\_

**Call out list:**

Port of Anacortes Administration \_\_\_\_\_ (360) 293-3134  
Port of Anacortes Security \_\_\_\_\_ (360) 661-5000 (nights and weekends)

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.

**GENERAL CLEANLINESS: (Including bathrooms and grounds)**

- Chairs wiped down and returned to original location (25 chairs stacked per pallet).
- 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 pins and tape on the walls are removed.
- Counter tops, sinks, microwave, and all areas used for the event are clean including kitchen and bathrooms.
- Floor washed down and free of debris.
- Carpets vacuumed.
- All trash containers emptied and new liners have been put in.

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 \_\_\_\_\_