

PORT PLAZA

Facility Use Information

Application and Event Agreement

Approved by Port of Olympia Commission August 14, 2000

Please return completed application to:

Jessie Bensley

Property Manager & Lease Administration

Jessieb@portolympia.com

(360) 528-8071 direct • (360) 528-8097 fax

Port Plaza

Application and Event Agreement

The Washington State Department of Natural Resources owns the land on which the Port Plaza is located. The Port of Olympia manages this land under a Port Management Agreement with DNR. The Port Of Olympia encourages public use of the Port Plaza in accordance with the laws of the State of Washington and ordinances of the City of Olympia. Due to COVID-19 restrictions may apply and all events must follow the Governors current gathering guidelines.

The Port of Olympia hereby agrees to permit the use of a portion of the Port Plaza located at 701 Columbia Street NW, Olympia, WA 98501, to the applicant, and the applicant hereby agrees to use said premises upon the following terms and conditions:

Please retain a copy of this agreement for your records.

Name of Event _____

Sponsor of Event _____

Date of Event _____ Time Requested _____

Time Event Begins _____ Time Event Concludes _____

Authorized Representative _____

Anticipated Attendance _____

Mailing Address _____
(Street Address) (City) (State) (Zip)

Phone #1 _____ Phone #2 _____ Email: _____

Description of Event (*Please be specific*)

Please indicate the following support required:

Electrical _____ Outlets _____ Wattage _____

Water _____ Vehicle Access Required _____ Other _____

USE FEES

- **EIGHT HOUR USE FEE OF \$500.00 (For-Profit Company Use and/or Individuals)**
- **REIMBURSABLE SECURITY/DAMAGE DEPOSIT \$250.00**
- **UTILITIES AND WATER CHARGE FOR FOUR HOUR EVENT \$15.00; EIGHT HOUR EVENT \$30.00**

➤ **NOTE:** Designated parking for Port Plaza users is located at the corner of Franklin and Marine Drive. Parking is **NOT** allowed in the Farmers Market, Anthony's Homeport or Rants' Market Place Building lots.

The following fees **MAY** apply to your event, depending on date, time and/or size:

- **PARKING FEE:** \$250.00 MAXIMUM PER DAY; payable to The Rants Group, who acts as administrator for the Market District Association
- **REIMBURSABLE DAMAGE DEPOSIT (PARKING) \$250.00;** payable to the Port of Olympia, as representative for the Market District Association
- If the aforementioned Parking Fees apply, there will be a separate Agreement to be executed for such.

Conditions for Use

Applicant agrees to the following conditions for use of the Port Plaza on behalf of the Sponsoring Organization or Entity:

1. It is acknowledged by Applicant that these Conditions for Use are subject to the Port Management Agreement PMA No. 20-080006 with the Department of Natural Resources dated October 1, 1984.
2. Applicants shall comply with all state and federal laws and City of Olympia ordinances.
3. **The Applicant assumes responsibility for all activities conducted, including supervision and control to prevent injury or damage; conduct during the event complying with state and federal laws and city ordinances; maintenance of the premises during the use; and coordination with Port of Olympia staff.**
4. Upon receipt of this event agreement, please read, sign and date, returning the original to the Port Plaza Coordinator – along with a non-refundable deposit of \$100.00 **THIS IS NECESSARY TO HOLD YOUR RESERVATION.** The deposit will be applied to the rental fee, with the balance of the rental fee payable sixty (60) days prior to the date of the event.
5. Applicant agrees to pay a reimbursable damage deposit of \$250.00 to cover damages or clean up which may result from their event. If damage or clean up exceeds \$250.00, Applicant will be responsible for payment, in addition to the damage deposit. Payment of damage deposit must be received no later than sixty (60) days in advance of the event.
6. Once the Applicant has requested and paid to confirm use of the Port Plaza, Applicant is charged for the use of that time. Refunds for cancelled reservations will be processed if the

event is cancelled at least thirty (30) days prior to the event date. The deposit will be forfeited if the Port Plaza Coordinator (Coordinator) is not notified in writing thirty (30) days prior to cancellation of the event.

7. Any special permits, which may be required (contingent upon each individual event), are the sole responsibility of the Applicant to obtain. Authorization must also be obtained from the Coordinator.
8. If Applicant conducts activities, which involve the serving of food, Applicant must comply with the Thurston County Health Department regulations.
9. Applicant must provide its own tables, chairs and associated equipment related to the event. Applicant is required to perform their own set up, take down, and clean up within the time they have reserved. Additional time will be charged at the rates set forth above.
10. Applicant agrees to remove all materials; supplies, equipment and all refuse from the Port Plaza immediately upon the conclusion of its event. Failure to do so will require the Port to charge the Applicant for related custodial or grounds maintenance clean-up charges.
11. Decorations may be affixed to facility surfaces only with a tying method (i.e., rope, duct tape, string, crepe paper, fun tack, etc.). No nails, staples, or tacks may be used. Failure to comply will result in additional fees for cost of removal and repair.
12. Birdseed, rice, confetti, glitters, balloon release and similar items or materials may not be used in the Port Plaza Facilities.
13. Applicant must clean up after all dogs, other pets, or domestic animals. Dogs, other pets, or domestic animals must also be kept on a leash, no greater than eight feet in length, and under control at all times while on the Port Plaza, per City of Olympia Leash Law 12.60.030.
14. If Applicant damages Port property, Applicant will be responsible for reimbursing the Port of Olympia the cost of repair or replacement.
15. The Port of Olympia is not responsible for any damage or injury to members of any group or third party due to their use of or presence on Port property. Please refer to Hold Harmless Agreement attached.
16. Consumption of alcoholic beverages on the grounds is permitted **providing** the Applicant adheres to the following regulations and provides proof of the following:
 - a) Applicant or applicant's caterer has a banquet permit issued by the State of Washington Liquor Control Board.
 - b) Applicant or applicant's caterer holds a liquor servers permit issued by the State of Washington.
 - c) Applicant or applicant's caterer has \$1,000,000 in liquor liability insurance, which is required in addition to any general liability insurance, which may be required by the Port of Olympia.
 - d) Applicant's caterer must have a valid caterer's license.
 - e) Copies of the required insurance coverage, permits and licenses must be provided to Coordinator thirty (30) days prior to the event.

17. The carrying of firearms or other dangerous weapons is prohibited unless owner is in possession of and carrying a weapons permit or is a duly authorized Federal, State, or local law enforcement officer.
18. It is the responsibility of the Applicant to ensure that amplification of sound systems does not exceed the maximum permissible noise level specified in Olympia Municipal Code 18.40.080 and WAC Chapter 173-60, "Maximum Environmental Noise levels. "The Port Plaza is determined to be a Class B Environment for noise level determination. Decibel levels should not exceed 60 dBA when measured with a sound level meter at the perimeter of the Port Plaza.
19. The Port of Olympia reserves the right to terminate an event or activity should the event become disorderly or excessively noisy.
20. Applicant agrees to provide a designated person(s) to monitor parking in the common area parking for the Market District to assure that event attendees do not park in reserved areas (see attached Port Plaza site plan).
21. Driving vehicles onto the Port Plaza is permitted only in certain areas and only after the Coordinator has stipulated approval in this agreement. Repair of any damage to landscaping, walkways, facilities, or sprinkler systems will be the responsibility of the Applicant.
22. Pedestrian access to the Port Plaza shall not be restricted or obstructed at any time. Vehicular traffic in and around the area shall not be obstructed or restricted at any time. Event participants shall comply with all traffic and parking regulations. Parking is allowed only in parking lots or spaces; not on medians, sidewalks, grassy areas or fire lanes. VIOLATORS WILL BE TOWED. Overnight parking or camping is PROHIBITED.
23. Security for events held on the Port Plaza **is not provided** by the Port of Olympia and is the responsibility of the Applicant. The Port reserves the right to require the Applicant to provide security for the event.
24. All Applicants are responsible for informing their members, guests and attendees of policies and conditions for use. Violations of the applicable policies, regulations and guidelines may result in termination of this Agreement with no refund and may affect future requests.
25. Comprehensive general liability insurance coverage in the amount of \$1,000,000 (combined single limit) covering personal injury and property damage *namning the Port of Olympia and the Market District Association, as additional insured is required*. It is possible that this insurance coverage may be provided under your homeowner's policy. In any case, it will be the responsibility of the applicant to make all insurance arrangements. The Coordinator must have a copy of insurance coverage thirty (30) days prior to the event.
26. The Coordinator must receive a signed event agreement and a \$250.00 non-refundable deposit sixty (60) days prior to the event date or in order to reserve the date.
27. Approval or disapproval of event request will be determined within ten (10) working days after being received by the Coordinator.

- 28. This application will be considered complete, and reservations will be confirmed upon receipt of all forms, monies and permits required in this application thirty (30) days prior to event by the Coordinator.
- 29. Applicant has inspected the Port Plaza and accepts the condition of the Port Plaza as is.
- 30. The Port of Olympia may on a time and materials basis provide additional service as requested by the applicant.
- 31. The Port of Olympia reserves the right to refuse use to anyone for any reason.

I hereby certify that I am the authorized and responsible representative of the Sponsoring Organization or Entity; that the information given is true to the best of my knowledge; that I have reviewed the Port Plaza Event Agreement; and will comply with the regulations and fee schedule governing permit use of the facility.

In making application, the Sponsoring Organization or Entity agrees to hold the Port of Olympia and its employees harmless for all damages, injuries, expenses and costs resulting from the making of this application and the use of said premises by the Sponsoring Organization or Entity, or by any third party to said party or the public. The Port of Olympia shall not be responsible for any lost or stolen items.

Agreed To and Signed By

Applicant:

Name: _____

Signature: _____ **Title:** _____

Sponsoring Organization or Entity: _____ **Date:** _____

If you have any questions regarding the use of Port Plaza or this agreement, please call directly to (360) 528-8071. Please maintain a copy of this agreement for your records.

****A PORT PLAZA LICENSE AGREEMENT WILL BE EXECUTED AFTER ALL REQUIRED DOCUMENTS AND FEES HAVE BEEN SUBMITTED.***

HOLD HARMLESS AGREEMENT FOR USE OF PORT PLAZA

THIS AGREEMENT is between _____ and the **PORT OF OLYMPIA**. The parties agree as follows:

In consideration of the Port of Olympia allowing _____ to use the Port Plaza at 701 Columbia Street, Olympia, Washington, _____ agrees to defend, indemnify, and hold harmless the Port of Olympia, its employees, agents and invitees from and against any liability, claims, damages, losses, and expenses, including attorneys' fees, for injury to or death of any of the Port's employees, agents, or invitees, or for damage or destruction of Port of Olympia property which may arise out of _____'s use of Port Plaza.

_____ shall also defend, indemnify and hold harmless the Port of Olympia, its employees, agents, and invitees from and against any claims, damages, losses, and expenses, including attorneys' fees, for injury to or death of any other persons and for damage to or destruction of any other property which is caused in whole or in part by any act or omission by _____ its employees, agents, or anyone else for whose acts _____ is or may be liable.

These indemnification, hold harmless, and non-liability provisions do not apply to losses, damages, or injuries to the extent such losses, damages, or injuries are occasioned by any negligent acts or omissions of the Port of Olympia, its employees or agents. Except to the extent of the Port's liability as set forth above, the Port, its employees, agents and invitees shall not be liable for any injury (including death) to any persons or for damage to any property, regardless of how such injury or damage may be caused, sustained or alleged to be sustained by _____ or by others as a result of any condition (including existing or future defects in the property) or occurrence related in any way to the property and the areas adjacent thereto or related in any way to _____'s use of the property.

_____ Hereby releases the Port from all liability, claims, damages, losses and expenses as set forth in the previous sentence.

This Agreement shall remain in effect until terminated in writing by either party.

APPLICANT

Signature

Print Name

Position

Sponsoring Organization or Entity

Date

PORT OF OLYMPIA

By: Jessie Bensley
Its: Property Manager & Lease Administrator

Date