

#### PORT OF KENNEWICK

## Boat Haul Out Sign-In Sheet (Please complete form)

Date:						
Name:						
Address:						
City, State, Zip: Phone:						
Email:						
Required Information: Copy of Insurance/Registration						
Year						
Make & Model						
Length						
Beam						
Draft						
Hull Type						
Date Requested for Haul Out						
Length of Stay						
Service Requested: Check All That Apply						
<ul><li>□ Boat Haul One-Way</li><li>□ Boat Haul Round Trip</li><li>□ Pressure Wash</li><li>□ Storage Yard</li></ul>						
NOTES:						

<sup>\*</sup>Haul out services are limited by space and subject to staff availability; Please note: we are unable to accommodate sailboats. To schedule, please call 509-586-1186.



# Port of Kennewick HAUL OUT AGREEMENT

This Agreement is entered into between the **Port of Kennewick**, a Washington municipal corporation (Port) and the undersigned user (User). The term "User" includes any and all persons or entities performing work or services or supplying parts or materials to User in conjunction with this Agreement.

- 1. The Port shall provide boat hauling and placement services to User in the Port's boatyard located on Clover Island, Kennewick, Washington (Boatyard).
- 2. The Boatyard shall be used by User or a delegate approved by the Port for boat repair and maintenance and for no other activities without the Port's prior written consent. User acknowledges that there are no security services provided on the in the Boatyard, and that all risk of loss shall be the sole responsibility of the User.
- 3. All fees for services performed by the Port shall be as set forth on the current Boatyard rate sheet. A copy of said rate sheet has been provided to User and User agrees to promptly pay all such fees for services rendered by the Port.
- 4. User shall keep its work area within the Boatyard in a neat, clean, safe and sanitary condition.
- 5. User's entire work operation shall comply with all local, state, federal, environmental, fire protection, and all other ordinances, rules and regulations, including any and all rules and regulations established by the Port, whether written or oral.
- 6. User shall indemnify and save harmless the Port, its agents, officers and employees against each and every loss, cost or damage, action, causes of action, and the like, including costs, attorneys' and witnesses' fees and expenses which may arise against the Port, its agents, officers, and employees by reason of or in any way arising out of each and every injury to persons or property, or death, occurring or arising from the services performed hereunder, whether services are performed by the Port, User or any third party. This provision specifically includes, but is not limited to, any damages sustained to User's boat. Port will provide User prompt notice of any such demand, claim or suit naming the Port as a party arising out of or in connection with the use and User shall defend the same.

### **HAUL OUT AGREEMENT**

(PAGE 2)

7. In the event User fails to pay any sums due to Port or fails to perform any of the duties or obligations of User under this Agreement, then User shall be in default and Port may terminate this Agreement. In addition to the above identified remedies, Port reserves the right to seek specific performance or other appropriate relief in the event of a material default. If legal action takes place or must be instituted by the Port, User agrees to pay all costs, expenses and to pay all attorney's fees, as the court may affix.

### 8. Best Management Practices (B.M.P.'s):

It is your responsibility to read and comply with B.M.P.'s. Failure to comply with B.M.P.'s will result in minimum \$100 fine. Initial in all highlighted areas.

A.	Do not move stands, pads or blocking. Contact Port staff for assistance.					
В.	Grinding and power sanding operations must be contained by tarp supplied by boat owner.					
C.	Boat stalls must be swept or vacuumed daily. Do not hose down stall.					
D.	No scrubbing of bottom paint under any circumstances.					
E.	No wet sanding.					
F.	No sandblasting.					
G.	Painting procedures- NO SPRAY PAINTING. All paint cans, brushes, rollers, roller trays, etc. must be in a containment tray. Cans must be sealed at all times, not left open during job.					
Н.	. <b>No</b> gray water discharge.					
I.	No bilge water discharge.					
J.	Any oil, anti-freeze, solvents or contaminated fuel must be disposed of properly. Contact Port staff for recycling services and locations.					
K.	If a spill occurs please contact Port staff immediately for assistance.					

L. Leave the area in the same CLEAN condition daily as it was at the time of haul out. If not, a

M. All outstanding balances are due and payable before the vessel is launched.

minimum of \$100 will be surcharged.

In '	Witness W	HEREOF, the parties have e , 20	xecuted this A	Agreement this day of
1	PORT OF	KENNEWICK		
i	By: Tana Bader Inglima  Its: Deputy CEO		User	
I			Address:	
(	Signature:	350 Clover Island, Suite	Signature:	
	Address: Phone	200 Kennewick, WA 99336	Phone No.:	Home:
	No.:	509-586-1186		Mobile: