



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.

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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.
- B. 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.
- H. **No** 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 minimum of \$100 will be surcharged.
- M. **All outstanding balances are due and payable before the vessel is launched.**

N. **COVID19 Protocols** - Port staff and customers must wear masks and maintain social distancing during the entire operation. No exceptions. Anyone who refuses to adhere to the protocols will be asked to leave and the haul out operations will be terminated.



IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

PORT OF KENNEWICK

By: Tana Bader Inglima

User _____

Its: Deputy CEO

Address: _____

Signature: _____

Signature: _____

Address: 350 Clover Island, Suite 200

Phone _____

Address: Kennewick, WA 99336

No.: Home: _____

Phone _____

No.: 509-586-1186

Mobile: _____