



Port of Kennewick

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.

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

PORT OF KENNEWICK

By: Tim Arntzen

Signature: _____

Its: Executive Director

Address: 350 Clover Island, Suite 200
Kennewick, WA 99336
Phone No.: 509-586-1186

User: _____

Signature: _____

Address: _____

Phone No.: Home: _____
Mobile: _____