



STORAGE AND USE LICENSE AGREEMENT

PARTIES:

PORT OF SKAMANIA COUNTY, (“The PORT”), a Washington Municipal Corporation and **Chris Peters** (“LICENSEE”).

RECITALS:

LICENSEE wishes to temporarily park two (2) pickups each trailered with a jet ski in the Tichenor Building west parking area, located at 40 SW Cascade Avenue, Stevenson, WA 98648. PORT is willing to grant LICENSEE a limited non-exclusive license to utilize this space for the purpose of storage at a monthly rate of \$25 under the terms and conditions set forth below.

AGREEMENT:

PORT hereby grants LICENSEE permission to park one vehicle, and one trailer with jet ski as set forth on Exhibit “A” attached hereto. PORT reserves the right at any time upon not fewer than ten (10) days’ notice to LICENSEE at the address on file to revoke and terminate this parking license. In that event, LICENSEE agrees to remove all vehicles & trailers from the basement at the Port office by the date specified in the notice. Any cost PORT may incur (including PORT’s labor costs) clearing the space shall be paid by LICENSEE.

LICENSEE agrees that for any period the space is in LICENSEE’s possession, LICENSEE shall maintain the space in the condition LICENSEE received it. LICENSEE shall refrain from storing any hazardous materials. PORT has made this space available to LICENSEE for storage on a month-to-month basis beginning June 1 through September 30th, 2021.

LICENSEE shall, at its sole expense maintain at all times Commercial General Liability insurance for all LICENSEE’S activities on the Premises at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Port shall be named as additional an insured on LICENSEE’S Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage. Minimum coverage shall be at least \$500,000 per person/\$1,000,000 per occurrence.

LICENSEE shall indemnify and defend (with counsel acceptable to PORT) PORT, its employees, agents, representatives, and elected officials against any claims, actions, injuries or damages that LICENSEE or its agents, employees, permittees, invitees or trespassers may incur or bring due to LICENSEE’s use or possession of the space. LICENSEE releases PORT from all liability for any activities, claims, injuries or harm caused by the LICENSEE’S presence on the PORT’S premises or the tools that are being stored in this space and for any individual accessing the space on behalf of the LICENSEE.

LICENSEE recognizes that this parking space is shared with PORT and that Port employees may access this space at any time.

In the event of a dispute over this agreement resulting in litigation, the prevailing party shall be entitled to its costs, attorney fees and expert witness fees at arbitration, trial and on appeal.

Dated this ____ day of _____, 2021.

Chris Peters

by Chris Peters

By Pat Albaugh, Executive Director

PORT OF SKAMANIA COUNTY

Parking and Use License Agreement – Chris Peters