



Port of Skamania County
Stevenson Waterfront Facility Use Permit
Port Assigned Permit Number 1 (Year)-# 2021

The Port of Skamania County, hereinafter referred to as the Port, hereby permits The Stevenson Farmers Market, hereinafter referred to as the Permittee, to use the "Premises," the Port's Columbia River Shoreline Recreational Area commonly known as _____ for the sole purpose of conducting a Farmers Market subject to applicable statutes, zoning, ordinances, rules and regulations.

Permittee is responsible for ensuring compliance with all applicable statutes, zoning, ordinances, rules and regulations regarding the use allowed under this Permit.

- This Use Permit is valid only on the following dates Saturdays June 12 Oct 9 2021, and at the following times 9am - 3pm.
- This Permit is for the Permittee only and may not be assigned.

Port-owned parking for recreational users is available adjacent to the shoreline in the vicinity of the Premises, and City of Stevenson public parking is available on Cascade Avenue.

Permittee may post on the Premises, in advance of Permittee's use, a notification of the intended use including the date and time of the use. Permittee may use on the Premises during the time of use, any signs, products, materials and equipment required to conduct the permitted use consistent with applicable ordinances and zoning regulations, provided such items do not violate any other clauses of this permit. Such signs, products, materials and equipment shall be removed from the Premises immediately following the conclusion of the use of the Premises.

For the use of the Premises, the Permittee shall pay the Port a fee of \$50.00 per day, without demand, at the time of signing this Permit. Late fees of 5% will be applied each day such fee is not paid and this Permit will terminate if not paid within ten (10) days prior to the permitted use date.

Permittee shall provide all materials necessary for Permittee's event to include tables, chairs, portable toilets, and additional trash cans as needed. If Permittee requires assistance in the acquisition of event materials or the setup or break down of said event from Port staff, Permittee will be required to pay for the labor at a rate of \$50.00 per hour.

Permittee shall return the Premises to the same condition as existed prior to the use under this permit and the Permittee shall be responsible for any damages occurring to the Premises during its use or possession. Permittee shall be responsible for the cleanup of all resulting trash and debris during the permitted use and immediately following the conclusion of the permitted use. Permittee shall ensure all material, trash and debris are not allowed to blow or otherwise migrate from the Premises to adjacent sites or land.

The Permittee is prohibited from dispensing alcohol on the Premises. Alcohol may be permitted if dispensed by a licensed service provider on behalf of the Permittee or if a Banquet Permit is obtained by Permittee.

Electrical service may be available and provided when requested in advance.

Permittee agrees to ensure any noise created as a result of this permitted use does not interfere or create conflict with others. Any use involving lights and/or noise shall cease and abate by 10 pm.

Indemnification/Hold Harmless

Permittee shall defend, indemnify and hold harmless the Port of Skamania County, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities, including all expenses and reasonable attorney's fees incurred by the Port of Skamania County before trial, at trial and on appeal, for injury or death of any person, or for loss or damage to property, which arises out of the use of the Premises or from any activity, work or thing done, permitted, or suffered by Permittee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Port of Skamania County.

Insurance No Limitation. Permittee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Permittee to the coverage provided by such insurance, or otherwise limit the Port's recourse to any remedy available at law or in equity.

The Permittee shall procure and maintain, for the duration of this Facility Use Permit, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the use of the Premises. If such certificate is not provided within ten (10) days of the use date this Permit shall terminate. The Permittee shall provide a certificate of insurance evidencing the required insurance:

General Liability insurance covering premises, products-completed operations and contractual liability. The Port shall be named as an insured on Permittee's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain, that the Permittee's insurance coverage shall be primary insurance as respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Permittee's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Additional insurance requirements should be added to the coverage for the following, if applicable:

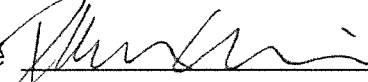
Alcohol—Available for consumption on premises, whether sold or not.

Permittee shall procure and maintain for the duration of the agreement Liquor Liability Coverage insurance or an Amendment of Liquor Liability Endorsement to a commercial general liability policy at least as broad as CG 21 50 09 89 with policy limits of not less than \$1,000,000 per person and \$2,000,000 per occurrence. The Port is to be named as an additional insured on all insurance with a CG 20 36 10 01 coverage endorsement or equivalent. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Port with all applicable endorsements named above. Copies of all endorsement shall be provided to the Port and Permittee shall obtain all permits required to furnish alcohol prior to the commencement date.

Athletic Participant Events

General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

This Facility Use Permit and its terms and conditions herein are accepted by the Permittee:

Permittee Signature  Date: 1/31/2021

Printed Name Pharaoh Skinner

Representing Stevenson Farmers Market Title: Manager

PO Box 1222 Stevenson Wa 509)427-4707 Farmers.Market.Stevenson@gmail.com
Address Phone # Email address

Please read and sign the permit after verifying all the applicable information, then mail: 1) the permit, 2) Certificate of Insurance, 3) the fee, and 4) Licensed Provider Agreement or Banquet Permit (if applicable) to the address below or bring to the office.