

**Port of Camas-Washougal
Rose Arbor License Agreement**

This LICENSE AGREEMENT made this day by and between the PORT OF CAMAS-WASHOUGAL, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter called "Licensor", and _____, hereinafter called "Licensee",

WITNESSETH:

Section I – Premises Licensed: In consideration of the payment to Licensor by Licensee described in Section III hereof, and in consideration of the performance by Licensee of the covenants and obligations herein provided to be kept and performed by Licensee, the Licensor does hereby grant to the Licensee a license to use and occupy the real property, located in the Port's marina park, Washougal, Clark County, Washington, and hereinafter referred to as "rose arbor area", which is described in Exhibit "A", attached hereto and incorporated by reference herein. In addition, Licensee shall be entitled to utilize, on a non-exclusive basis, the parking areas north of the rose arbor area.

Section II – Term: This License Agreement shall permit the use of the premises described on _____, and for no other period.

Section III – License Fee: As a fee and in consideration of the use of the premises by Licensee, Licensee agrees to pay Licensor the Two Hundred Fifty and No/100 Dollars (\$250.00) Daily Use Fee, per the Port's Schedule of Rates and Fees. Licensor acknowledges that payment of the fee has been received as of the date of the execution of this agreement.

Section IV – Use of Premises: Licensee covenants and agrees to use the licensed premises solely and exclusively for _____ on the date specified in Section II, and for no other purpose. Licensee covenants and agrees not to permit waste or damage to the premises, and to conform to and abide by all lawful rules, laws and regulations in connection with the use of said premises, and Licensee's activities thereon, and not to permit said premises to be used in violation of any lawful rule, law, regulation or other authority.

Section V – Cleaning Deposit: Licensee hereby deposits with Licensor a refundable cleaning/damage deposit of One Hundred and No/100 Dollars (\$100.00), per the Port's Schedule of Rates and Fees. Licensee shall be entitled to a refund of the deposit, within fourteen (14) days following the event licensed by this agreement, provided that Licensee has fully complied with this agreement, including the cleanup responsibilities outlined in Section X. Licensor shall notify Licensee in writing within seven (7) days of the event licensed by this agreement if it intends to withhold all or any portion of the cleaning deposit, and the basis for retention.

Section VI – Indemnity: Licensee shall indemnify and save harmless Lessor from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in and about the premises resulting from the act or omission of Licensee, Licensee’s officers, agents, employee, contractors, or of any occupant, visitor or user of any part of the premise, present as a result of the event subject to the License Agreement. Licensee shall pay all attorney’s fees and other expenses incurred by Lessor in defending any and all suits which may be brought against Lessor or in which Lessor may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Except for its intentional misconduct, or gross negligence of its agents or employees, Lessor shall not be responsible for or liable for, and Licensee, notwithstanding that joint or concurrent liability may be imposed upon Lessor by statute or court decision, hereby waives all claims against Lessor for any damage or injury to any person or to any property, on or about the premises during the event specified, and for liability cost and reasonable expenses arising out of default by Licensee in observing any condition covenant of this License Agreement.

_____ (Check when applicable). Licensee further agrees to carry liability insurance, protecting itself and the Lessor from any such liability as specified above and to deliver upon demand to Lessor a certificate of such insurance, and Lessor shall always be provided with evidence of the existence of such insurance throughout the use of the premises. Such insurance shall be in the minimum of \$_____ single limit of bodily injury and property damage. Such insurance coverage shall be constant and continuous throughout the period of this License Agreement.

Section VII – Condition of Premises: Licensee acknowledges the Licensee has had full opportunity to inspect the licensed premises, and accepts them in their present condition, and acknowledges that the Lessor has made no representations concerning the premises’ condition, no any representations regarding the fitness of the premises for the use contemplated by the Licensee. Licensee hereby releases Lessor from all claims which may arise resulting from the condition of the premises, or its fitness for the uses contemplated by the Licensee.

Section VIII – Permits: Licensee will be solely responsible for obtaining any necessary permits for the activities contemplated during the term of this License Agreement.

Section IX – Traffic Control; Conduct on the Premises: The Licensee agrees to provide adequate personnel during the term of this License Agreement, to control traffic and parking created by users of the premises during the term of this License Agreement. Licensee will take all reasonable steps to assure that any person using or visiting the premises as a result of the event covered by this License Agreement shall conduct themselves in an orderly and reasonably quiet manner, and shall not unreasonably affect any adjacent landowner or any user of adjacent Port premises. Licensee will assure that all users of the premises are aware of this limitation on activities permitted under the License Agreement.

Section X – Cleanup: Licensee, at its sole cost and expense, shall take reasonable steps to assure that garbage and debris is not deposited on the licensed premises during the event permitted by this License Agreement, except in authorized receptacles. Licensee agrees to remove all debris, machinery, equipment, and other facilities placed upon the licensed premises, and all trash and garbage caused by Licensee’s use of the premises, and to promptly restore the premises to the Licensor in its initial condition. In addition, Licensee understands and agrees that no decorations, signs, or other materials may be affixed to the Rose Arbor located on the premises, or upon trees or shrubbery or any other structure located on the Rose Arbor premises, unless specifically authorized by the Licensor in advance.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed this _____ day of _____, 20____.

PORT OF CAMAS/WASHOUGAL

By: _____
Printed Name: _____
Port Agent – “Licensor”

By: _____
Printed Name: _____
Intended User – “Licensee”

Address: _____

Phone Number: _____

Port of Camas-Washougal
24 South “A” Street
Washougal, WA 98671
Phone: 360-835-2196

S:\Rose Arbor