

Public Use Policy Port of Pasco Osprey Pointe Conference Room

The Port of Pasco ("Port") has one conference room available for rent. The conference room is located at 1110 Osprey Pointe Blvd Suite 201, Room 215, Pasco, Washington. Adjacent to the Conference Room is a deck, which may be utilized as part of the meeting space.

Use of the conference room will be made available to Organizations on the Port Affiliations List as approved annually by the Port of Pasco Commission (See Att. 1). The Port recognizes the educational, public service and community enhancement benefits received by the Port through the participation of Port employees in these Organizations, as well as the benefits derived through an enhanced public image for the Port.

The primary purpose of the conference room is to conduct Port business. As such, the Port's needs take priority over use by any organization. Organizations which choose to rent the conference room from the Port do so with the understanding that scheduled meetings may be cancelled unilaterally by the Port. The Port Facility Coordinator ("Facility Coordinator") is responsible for adherence to this policy and may make discretionary decisions as necessary to ensure compliance, and to cause the least disruption to the business of the Port.

Use of the conference room by these Organizations should not detract from the main business of the Port, and will be limited to one day per calendar month to ensure availability to a wide range of Organizations.

The conference room, or any part of the Port facility, may not be used for any illegal purposes or activities. The Port reserves the right to deny use of the conference room when the prescribed use of the room may lead to excessive wear and tear. The use of the Port's name or logo in any publicity is prohibited other than to describe the location of the meeting or event.

Granting permission for the use of the facilities does not imply Port endorsement of Organizations and/or individuals permitted to use the conference room.

The Port is not responsible for accident, injury or loss of property resulting from an Organization's rental of the conference room.

Failure to follow this policy can jeopardize future use of the conference room by the offending Organization at the discretion of the Port.

I. Availability & Reservations

The conference room is available for rental between 7:00 a.m. and 10:00 p.m. Monday through Saturday. Reservations will be made in the order they are received. During regular Port holidays, the conference room will not be available for use. Usage of the conference room will be limited to one day per calendar month to ensure availability to a wide range of Organizations.

Any Organization desiring to use the conference room is required to submit a Reservation Form, completed in full, with an attached event description and a signed Hold Harmless Agreement. The forms must be submitted at least one month prior to the event to allow appropriate time for Port approval and signatures. Forms not completed in full will be rejected. Any changes made to your event must be arranged with the Facility Coordinator.

The Port reserves the right of priority use over any other Organization or individual, regardless of the date of the reservation for rental. The Facility Coordinator will attempt to give reasonable notice of its intent to use the facility if conflicts occur with other organizations already scheduled to use the conference room. The Port will refund the room charge and damage deposit should the priorities of the Port require use of the conference room.

For events that occur after regular Port business hours, the Port reserves the right to assign a Port employee to be present at the expense of the hosting Organization.

II. Rental Fee and Payment

A non-refundable charge of \$50 per day will be assessed for rental of the conference room, as well as a \$50 per day fee for use of the AV equipment. A refundable damage deposit of \$300 will also be required if food, beer, wine or non-alcoholic beverages are served. Waiver of the damage deposit may be considered at the discretion of the Port Executive Director.

Separate checks for the rental payment and damage deposit are required two weeks prior to the date of the meeting - prepaying for multiple meetings is not allowed. Payment can be made Monday through Friday, 7:30 a.m. to 11:30 a.m. and 1:00 to 3:30 p.m. (except holidays). **Payment type is by check only.** *NOTE: If payments are not received two weeks prior to the Organization's event, the Port will automatically cancel the conference room reservation without notice to the Organization.*

III. Refund of Deposit

Following the use of the conference room, an inspection by Port officials will be conducted, and actual costs for damages, or excessive cleaning will be assessed at the Port's discretion. If no damages are assessed, the check for the damage deposit will be stamped void and returned within 30 days.

IV. Insurance

When an organization or individual is approved to use the Port of Pasco Osprey Pointe conference room, the permission is granted with the express understanding and condition that the organization or individual assumes full responsibility for any loss, damage, or claims arising out of such use. When the event's proposed use will otherwise increase the risk of bodily injury above the level normally inherent in the conference room's use, proof of appropriate liability insurance coverage must be provided to the Port before approval of the requested use will be granted.

The Organization will be required to obtain Commercial General Liability to include \$1,000,000 Combined Single Limit per Occurrence, and \$2,000,000 General Aggregate insurance, which shall include, but not be limited to bodily injury caused by any food borne illness. All insurance policies shall be issued by a reputable insurance company satisfactory to the Port. The policy will also name the Port of Pasco as an additional insured, and shall include coverage for the Port's Commissioners, officers, directors, and employees, be primary coverage for both Defense and Indemnity and Non-Contributory with any insurance maintained by the Port, and shall provide a Waiver of Subrogation rights as to the Port.

A copy of the insurance certificate must be provided to the Port two weeks prior to the date of the meeting.

V. Food and Beverage

The organization shall provide the Port with the name of the licensed caterer and the menu. The caterer, or the organization's point of contact, is required to pick up the remaining food, beverages and equipment immediately after the meeting. The Port reserves the right to retain the damage deposit if the conference room is left unclean, or if damage of any kind has occurred.

The organization will be required to sign a hold harmless agreement. This is to protect the Port and event sponsor from possible lawsuits in case of food poisoning.

All events are subject to the requirements of both the Health Department and Washington State Liquor Control Board.

VI. Facility Capacity and Available Equipment

- 74 person capacity - maximum.
- 10 rectangular tables (normally 3 to 6 people per table)
- 35 stacking chairs

VII. Parking

During the Port's regular business hours of 7:00 a.m. to 4:00 p.m., parking is limited to designated areas. A map showing areas for conference room customer parking is included with this policy, and will be provided as part of the customer reservation process. (See Att. 2)

VIII. After Hours Events

For events that occur after Port regular business hours, the Port reserves the right to assign a Port employee to be present at the expense of the hosting Organization.

For events wherein a Port representative is not required to be present, the Organization's point of contact will be provided the phone number to the Port guard who will provide access into the building. At the conclusion of the event, the Organization's point of contact will again contact the Port Guard to lock the facility, and will be required to remain with the facility until the guard arrives.

The phone number for the Port guard will be provided to the Organization's point of contact when the Reservation Agreement is signed, and upon payment of the rental fee and damage deposit.

IX. Rules and Regulations:

1. Absolutely NO staples or push pins of any kind in walls. NO glitter, confetti, or industrial strength tape is to be used in the conference room.
2. Room decorations (such as balloons, etc.) or special equipment MUST BE APPROVED by the Facility Coordinator.
3. Use of the Port's built-in audio/visual equipment and kitchen appliances is prohibited. The Port of Pasco has available for rent a portable projector at a rental fee of \$50 per meeting, per day.
4. Organizer must supply own supplies; i.e., easels, paper, pens, etc.

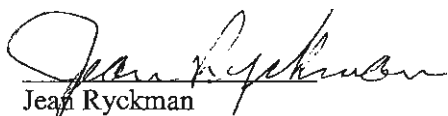
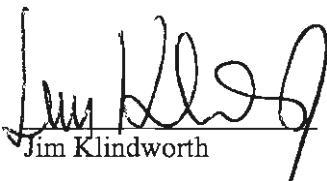
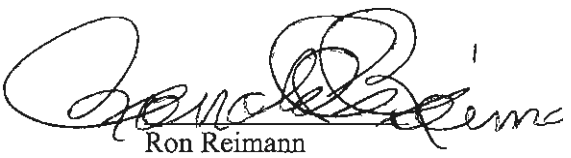
5. Organizer is responsible to set up tables and chairs for the event. Should additional tables be needed, user will be responsible for rental of additional tables and chairs.
6. Upon completion of the event, clean furniture and return tables and chairs to their original location. Secure all trash (trash bags not provided), and deposit in the receptacle located at the west end of the building.
7. Use of a Licensed Caterer is required for open public meetings. The caterer is required to pick up the remaining food, beverages and equipment immediately after the meeting. The caterer must provide proof of \$2 million Commercial General Liability Insurance policy naming the Port as additional insured, sign a "Port of Pasco Hold Harmless Agreement", and provide proof of a banquet permit if alcohol is served.
8. Organizations who desire to serve food, and/or any type of beverage must comply with the insurance requirements of this policy.
9. In compliance with Washington State Law, no smoking is allowed inside the building or within a presumptively reasonable minimum distance of twenty-five feet from the Osprey Pointe Facility. Any Organizations non-compliance can result in denial of future use of the facility and/or a civil fine in accordance with Washington State's prohibition on smoking at or near public facilities. (RCW 70.160).
10. The conference room, or any part of the Port facility, may not be used for any illegal purchases or activities.
11. The Port reserves the right to deny use of the conference room when the prescribed use of the room may lead to excessive wear and tear.
12. The use of the Port's name or logo in any publicity is prohibited other than to describe the location of the meeting or event.
13. Except for trained guide dog, or service animals, no animals are allowed inside or outside the Port facility.
14. No fire(s) is allowed inside the facility, or on any Port property.
15. The conference room will not be used to sell products or services.
16. The Port's needs take priority over use by any organization, and organizations which choose to rent the conference room do so with the understanding that scheduled meetings may be cancelled unilaterally by the Port.
17. The Port reserves the right to deny or cancel any use when such use, or meeting, may in any way be determined to be prejudicial to the best interest of the Port, as determined in its sole discretion or violation of any local, state or federal law.
18. In the event that property *loss* or damage is incurred during such use of occupancy of the conference room, the amount of damages shall be determined by the Port and a bill presented to the Organization using the facility. The damage deposit will be utilized to clean or repair any damage.

19. As part consideration for the permission to use the Osprey Pointe facility and conference room, the Organization agrees to indemnify, defend and hold harmless the Port, its directors, Commissioners, officers, employees and agents from any and all liability, demands, damages, losses, and expenses arising out of the use of said facility by the user group. If any party shall retain the service of an attorney or commence any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their costs and attorney fees.
20. Violation of these rules and regulations can result in the Port refusing to make the Osprey Pointe conference room available to that group and/or individual.
21. Under no circumstance shall any organization or person make use of Port property, signs, or logo's which would imply the Port's support or opposition to an issue, event or candidate. Accordingly, signs or demonstrations are not allowed outside of the conference room.

Non-compliance with the Port policy regarding facility usage, including creating a public disturbance or damage to the Port's facility and/or properties, can result in denial of future use, at the Port's sole discretion.

Approved this 25th day of April 2013:

Port of Pasco Commissioners:

 Jean Ryckman	 Jim Klindworth	 Ron Reimann
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Attachment 1:

Affiliations List

Airports Council International
American Association of Airports Executives
Association of Pacific Ports
Association of Washington Businesses
Benton County
Benton-Franklin Regional Council of Governments
Benton, Franklin, Walla Walla Co. Good Roads and Transportation Association
Bulk Fuel Terminal Cleanup Group
City of Kennewick
City of Richland
City Municipalities in Franklin County
Columbia Basin College
Columbia Basin Development League
Connell Chamber of Commerce
Connell North Franklin Development Association
Elected Officials and Officially Filed Candidates
FAA Northwest Mountain Regional Conference
Franklin County
Franklin County Historical Society
Hispanic Chamber of Commerce
Japan-America Society
Local Hospital Districts
National Waterways Conference
Northwest Food Processors Association
Pacific Northwest Waterways Association
Pasco Chamber of Commerce
Port of Benton
Port of Kennewick
Port of Pasco Tenants
Public Agencies of Washington State
Rivershore Enhancement Board
TRIDEC Board
Tri-Cities Area Chamber of Commerce
Tri-Cities Airport Tenants
Tri-Ports Board
Tri-Cities Visitor & Convention Bureau Board
Washington Airports Manager Association
Washington Public Ports Association
Washington State Good Roads Association
Washington State University

Attachment 2 - Parking Map



**Port of Pasco Application for Use of
Osprey Pointe Conference Room**



Thank you for considering the Port of Pasco for your event or activity. Please complete the application as fully as possible. This will assist us in meeting your needs. If you have questions please contact:

Audrey Burney, 509-547-3378, or e-mail aburney@portofpasco.org

Vicky Keller, 509-547-3378, or e-mail vkeller@portofpasco.org

Sponsoring Organization (name) _____

Address/City/Zip _____

Event Coordinator (contact person) _____

Address/City/Zip _____

Phone (hm.) _____ (wk) _____ (cell) _____

E-mail _____ (fax) _____

EVENT INFORMATION

Is this a new event or activity held at the Port of Pasco Osprey Pointe? Yes ____ No ____

Type of event or activity (business meeting, training, etc.) _____

Date of event _____ Start time _____ *End time: _____

*Requested Set-up: date & time _____

Caterer: _____ Menu: _____

Estimated number of attendees _____

Port Equipment needed (check all that apply) ____ Tables ____ Chairs ____ AV Eq. (daytime use only, \$50 Fee)

***NOTE: End time includes clean-up time. The facility must be cleaned and vacated by the end time. Requested set-up date and time are subject to review and approval. You cannot enter the building before your start time.**

EVENT PROFILE

Please describe in detail your event or activity - include type of event and audience.

Application For Use of Osprey Pointe Conference Room - Continued

****FEE INFORMATION:**

TWO SEPARATE CHECKS – Deposit check and Room/Projector fee can be combined

Rental Fee per day - non-refundable	\$50 x # of days ____	
Projector fee per day - non-refundable	\$50 x # of days ____	
Damage Deposit – Refundable	\$300	\$300
TOTAL DUE		

*****Please make payment in accordance with Section II of the Osprey Pointe Public Use Policy.***

If applicable, send damage deposit refund to:

Name/address/city/zip _____

I make application to the Port of Pasco for the use of the Osprey Pointe Conference Room 215 described above and certify the information is correct. I have received a copy of the Public Use Policy, and agree to exercise care and safety in use of the facility and property and to hold harmless the Port of Pasco from all liability and medical expenses resulting from the use of the facility and/or property. I have read and understand the requirements for rental of the Port of Pasco facility and agree to abide by the rules outlined in the Public Use Policy. I further agree to pay in advance any fees associated with the request. Cancellations must be received in writing by this office no later than 14 days prior to rental date(s) or the applicant forfeits all rental fees.

Signature of Responsible Party: _____ Date: _____

The responsible party that signs the reservation is the only person who can request a modification to the reservation no later than 14 days prior to the event.

Please return this form and \$50 reservation fee to:
Port of Pasco, Attn: Special Events Team, 1110 Osprey Pointe Blvd., Suite 201, Pasco, WA or mail to
PO Box 769, Pasco, WA 99301

Reservation Confirmation

Reservations are not confirmed until a Port representative has signed and returned the reservation form to the user. A registration form must be completed for each time the conference room is used. Reservation requests must be signed by the responsible individual.

Authorization for use shall not be considered as an endorsement or approval of the activity, group or organization, nor the purposes they represent.

Port Authorization: _____ **Date:** _____



Port of Pasco Hold Harmless Agreement

Name of Organization: _____

Name of Event Coordinator: _____

at _____ (location)

on _____ (date)

_____ (organization) agrees to protect, defend, indemnify, and hold the Port of Pasco, its Commissioners, officers, directors, employees and volunteers free and harmless from and against any and all losses. Claims, liens, demands and causes of action of every kind and character including, but not limited to, the amount of judgment, penalties, interest, court costs and legal fees incurred by the Port of Pasco arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the Port of Pasco), or damages to property (including property of the Port of Pasco) and without limitation by enumeration, all other claims or demands of every character occurring in or anywise incident to, in connection with or arising directly or indirectly out of the use of the patio and open space at Osprey Pointe.

_____ (organization) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and agrees to bear all other costs and expenses related thereto; even if the claims, demand, or suit is groundless, false or fraudulent. In any case in which such indemnification would violate any applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Port of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Port or its employees.

I, _____ (event coordinator) further state that I am 18 years of age or older and legally competent to sign this agreement. As the designated event coordinator I understand these terms are contractual and not a mere recital, and that I have signed this document as my own free act.

Signature of Event coordinator: _____

Date: _____

Port of Pasco Planning Form for Osprey Pointe Conference Room

Please answer the questions below as fully *as* possible, and return the form to the
Port of Pasco with you application.

Question	Yes	No	Port of Pasco approval (initial) and comments. If needed, please attached additional paper
Will tables and chairs be required? (Port has 10 tables & 40 chairs available)			
Will additional tables & chairs be rented (organizer's responsibility)			
Will the AV equipment be used? Mon-Fri; 7 a.m. to 4:00 p.m. only (\$50 per meeting, per day fee applies)			
Will food be served?			
Will the food be catered? Please list Caterer:			
Will alcohol be served?			
Will there be room decorations?			
Will there be special equipment used?			
Will the deck be used?			
Will there be a need for additional space outside of the conference room?			
Will electricity be required?			
Will attendees be charged a fee?			
Will donations be collected?			
Will solicitation take place?			

I acknowledge I have read the Pasco Municipal Code Chapters and Ordinances that may apply to the event being planned. I accept and agree to abide by all conditions of the PMC and Ordinances and I am responsible for obtaining all permits that are required for the event. I will provide proof of all permits required to the Port of Pasco 21 days prior to the event date.

Event Coordinator Signature _____ Date _____

**Application Checklist for use of
Osprey Pointe Conference Room**

Please ensure you have completed and enclosed the following items. Incomplete applications will not be accepted and will be returned to the Event Coordinator. Applications must be submitted to the Special Events Office at least 30 days prior to the event date.

Event Name _____ Event Date _____

Event Coordinator _____ Telephone # _____

- | | | (Initial) |
|----|---|-----------|
| 1. | I have read the Public Use Policy and understand the requirements for the event | _____ |
| 2. | The Application for Use of Osprey Pointe form is completed fully, signed and dated | _____ |
| 3. | The Special Event Planning questionnaire is completed, signed and dated | _____ |
| 4. | The Hold Harmless Agreement is signed and dated | _____ |
| 5. | Room rental fee is enclosed (Payment by check only) Separate Check | _____ |
| 6. | AV rental fee is enclosed (check only) or will be paid by Separate Check
(date) | _____ |
| 7. | Refundable Damage Deposit is enclosed (check only) or will be paid by _____
(date) | _____ |
| 8. | Application Checklist (this sheet) - is signed and dated by the event coordinator | _____ |

Event Coordinator Signature _____ Date _____

Please forward the above items to the Port of Pasco Special Events Team

By Mail (check payments only...Pay to the order of: Port of Pasco)

Envelopes written to:
The Special Events Team - Attn: Audrey Burney
Port of Pasco
PO Box 769
Pasco, WA 99301

In Person (check payments only...Pay to the order of: Port of Pasco)

Envelopes written to:
The Special Events Team - Audrey Burney or Vicky Keller
Port of Pasco Administration Office
1110 Osprey Pointe Blvd., Suite 201
Pasco, WA 99301

For Questions Call - 509-547-3378