

Port of Everett Marina

1205 Craftsman Way, Ste100
PO Box 538
Everett, WA 98206
425-259-6001

Activity Barge Rental Agreement

Name of renter/responsible party: _____ Date: _____

Home phone: _____ Daytime Phone: _____

Address: _____

Type of Activity planned: _____

Rental start date/time: _____ Rental end date/time: _____

Est. # of guests: _____ Est. # of boats: _____ Total linear feet of boats: _____

The Activity Barge is 20' by 40' and comes with three picnic tables and benches, two fire extinguishers, mooring cleats, safety ladder, garbage and recycling containers. You are required to recycle. Dockside power is available on the guest float.

I request the following additional equipment be made available during my rental:

Propane BBQ (includes propane)

Picnic table umbrellas (the renter is responsible for closing the umbrellas in the event of high winds and at the end of the event before leaving the Activity Barge)

Two buffet tables

Bookings. The entire rental fee is required at the time of booking. The Activity Barge is booked only when the signed completed rental agreement, together with the deposit, has reached the Port of Everett. All reservations are subject to availability. Generally, rentals are for 24 hour periods beginning each day at noon. Some minimum requirements may apply to peak season and holiday reservations.

Cancellations. Notification of cancellation must be received within 48 hours of booking. No refunds will be made for cancellations occurring 48 hours or more after booking. No refunds will be given for late check-ins, early departures, illness or inclement weather.

Refundable damage deposit. A refundable damage deposit of \$250 (credit card) must be paid by the renter before the commencement of the rental. If no loss or damage has occurred to the Activity Barge, contents or other parties, the deposit will be refunded in full. In the event of any occurrences the owner reserves the right to withhold payment less the cost of the damages, which may include loss of rental income.

Rental Periods. The Activity Barge may normally be reserved only as stated in the booking form. Time of taking possession (subject to unavoidable delays) is normally between noon and 1 pm. Where it is not possible for the renter to take over during these hours special arrangements can be made by the Port of Everett to accommodate the renter, provided that these are arranged beforehand.

Placement. The Port of Everett retains the right to choose the placement of the Activity Barge. Only Port of Everett staff may move the Activity Barge. The Activity Barge will remain secured to the float at all times. Rafting to the Activity Barge is permitted if it does not interfere with safe passage in the fairway. The Harbor Master shall make the final determination regarding the appropriateness of the rafted vessels.

Return of the Activity Barge. The Activity Barge must be handed over in a clean condition by 11 am on the last day of the rental or as otherwise arranged and confirmed in writing by the Port of Everett. Failure to comply with this condition will result in an additional daily rental fee.

Insurance. The Activity Barge and its equipment are insured by the Port of Everett against accidental loss or damage. The renter is however, liable for all claims and is responsible for damage or legal liability arising out of willful and deliberate acts, neglect or misuse on his or her part. A \$250 damage deposit is required for the Activity Barge and is refundable if no loss or damage for which the renter is liable occurred to the Activity Barge or any of the equipment and the Activity Barge has not been involved in an accident. No replacement of equipment can be accepted unless similar to the articles damaged or lost. Personal property is left at the owner's risk. **THE PORT OF EVERETT WILL NOT BE RESPONSIBLE FOR LOSS OF, OR DAMAGE TO PERSONAL EFFECTS.**

Repairs. All repairs are the responsibility of the Port of Everett unless made necessary by the negligence of or misuse of the Activity Barge or any part of its equipment by the renter or any member of his or her party any person invited on the Activity Barge by him or her. The Port of Everett must be notified immediately by telephone (425-259-6001) if any repairs become necessary. The renter is not authorized to make repairs or hire a third party to perform repairs.

Delays and restriction of rental times. There shall be no liability on the Port of Everett's behalf for any loss of time or expense arising from any cause whatsoever. Every precaution is taken to ensure that Activity Barge is in serviceable condition. No refund will be made for reasonable delays for repairs. The Port of Everett cannot be held responsible for delays or restriction of use arising from repairs or damage, inclement weather or hazardous conditions.

If, owing to circumstances beyond the control of the Port of Everett, the Activity Barge is not available the rental fee paid will be refunded in full but the renter will have no claim on any account against the Port of Everett.

The Port of Everett retains the right to refuse use/rental of the Activity Barge, or to terminate the rental of the Activity Barge to any renter who is not considered a suitable person to take charge, if unsafe conditions occur or upon receiving repeated complaints of excessive or unnecessary noise.

Descriptions. Every effort is made to ensure that description of the Activity Barge is accurate but the Port of Everett cannot accept any responsibility for inaccuracies in its description. It is recommended that you personally view the Activity Barge prior entering into a rental agreement. The Port of Everett reserves the right to change the layout or equipment without notice.

_____ I acknowledge having received a copy of the rental application and a copy of the BBQ grill use and care manual and agree to abide by the contents of each.

_____ I understand the Port of Everett reserves the right to terminate this agreement for causes listed above.

_____ I understand the Port of Everett requires a \$250 damage deposit on the day of rental.

Renter/Responsible Party Agreement Accepted

Date

Port of Everett Representative

Date

FOR MARINA USE:

Acct # : _____ Payment Amount: _____ Received Date: _____

Visa MC Card #: _____ Expires: _____ Security Code: _____

Damage Deposit Received: _____ Damage Deposit Returned: _____