

SPECIAL EVENT AND TEMPORARY USE AGREEMENT

Event Name: [Insert Name]

This Agreement is entered into on the last date referenced by signature page below by and between the Port of Benton (“Port”), a Washington Municipal Corporation located at 3250 Port of Benton Boulevard, Richland, WA 99354, and [Insert User Name] (“User”), a(n) Washington business with a legal registered business address of [Insert User Address]. Port and User are referred to collectively as the “Parties.”

Internal Agreement Number: SE-2025-XX

Port Staff Contact: [Insert Port POC]

SECTION A. TERMS

1. **Location:** Special Event to be held at: Walter Clore Wine and Culinary Center, 2140 Wine Country Road, Prosser, WA 99350
2. **Description of Activity:** Permission is hereby granted to User to use Walter Clore Wine and Culinary Center (“Premises”) for the purpose of hosting a [Insert Type of Event] for approximately [XX] attendees. This event is ☐ is ☐ is not open to the public. This event is ☐ ticketed ☐ is not ticketed (or) provided at a fee.

Event Date: [Insert Date]

Venue available to User for set-up, event, and tear down at these times: [Insert Date], at [Insert Time] to [Insert Date], at [Insert Time].

Event space will be restored to pre-event condition by: ☐ User ☐ Port

Event space will be deep-cleaned and restored by: ☐ User (Must meet Port’s standard of cleanliness and workmanship) ☐ Port

Alcohol on Premises: ☐ Yes ☐ No [If yes, please provide a copy of the Washington State Liquor and Cannabis Board Banquet or Catering Permit to the Port, unless a licensed caterer is hired.]

3. Fee and Damage Deposits

Item Description	Fee
Administrative Fee (Port of Benton Time)	\$100
Facility Use Fee	\$
Refundable Damage Deposit	\$
Deep Clean and Restoration Fee (Bathroom cleaning and refill of consumables, vacuum/mop of spaces utilized, cleaning of windows/doors and other high-touch surfaces, etc.)	\$400
Audiovisual Fee	\$100
Security Fee	\$
Additional Fees by User or Port Request	\$
Total	\$600

- 3.1. User shall pay the fees described above as required for the use of the premises. A damage deposit as noted above shall be returned if the following conditions are met:

3.1.1. No damage is caused to the premises.

3.1.2. User is fully compliant with all the terms and conditions of this agreement.

3.1.3. No Port labor is required to prepare or clean up the event beyond that which the Port contracted explicitly under this Agreement. The user will restore the facility to its pre-event condition, including the removal of garbage.

Damage to the premises is defined as physical harm or unreasonable mess caused to the restroom(s), banquet room(s), tasting room, conference room, kitchen, or demonstration kitchen, landscaping, vegetation, concrete, structures, facilities, or irrigation systems as a result of the User's event.

3.2. User shall be responsible for all costs associated with any property damage resulting from the actions of the User while utilizing Port property under this Agreement. In the event the User causes damage to Port property, the Port shall utilize a vendor of the Port's selection to make necessary repairs to return the area to pre-use condition. User shall pay the full cost of the repair, including overhead, within thirty (30) days of receipt of an invoice from the Port. This section is not intended, nor shall it be construed, to limit the User's liability for any negligent or intentional acts or omissions that may occur during the course of this Agreement.

4. **Use of Premises:** Permission is hereby granted to User to use the following space(s) within the facility as shown on the Facility/Site Layout on Attachment A.

Banquet Rooms A, B, and C; Demonstration Kitchen, Full Kitchen, Tasting Room [Insert accordingly]

Audiovisual: [Insert accordingly]

Use or forced access of non-defined spaces, except for common areas (restrooms, water fountains, etc.), is prohibited.

SECTION B. STANDARD CONDITIONS

1. **Anti-Discrimination:** User shall not discriminate against any person(s) because of race, religion, color, sex or gender identity, national origin or any other legally recognized protected class status in the conduct of its operation hereunder.
2. **Assignment:** User shall not assign any rights under this agreement without the Port's written consent. Any assignment made without the Port's consent is null and void and does not relieve User of any liability or obligation hereunder.
3. **Contracting Officer:** The Port's Executive Director or her designee shall be the contracting officer who shall act as the agent of the Port under this Agreement. User identifies their [Insert User Title] who is named [Insert User's Contact Name] as the User's agents in carrying out the terms identified herein and be available to respond in the event of an emergency.
4. **Disclaimer of Liability:** At all times during this Agreement, User assumes sole responsibility for adequately securing User and Port property on the Premises. The Port assumes no responsibility or liability for providing adequate security or safekeeping of User's property while located on the premises. The Port makes no representations, express or implied, related to the security of the Premises.
5. **Existing Conditions:** Port shall furnish the facility and any Port-owned equipment used by User in its existing as-is condition. By taking possession, User warrants that it has inspected the Premises and equipment and confirms that it is acceptable for User's use. Port disclaims any liability for consequential damages resulting from inoperability or defectiveness of Port equipment.
6. **Indemnification/Hold Harmless:** User shall defend, indemnify and hold harmless the Port, its officers, officials, employees and volunteer from and against any all claims, suits, actions, or liability for injury or death of any person, or for loss or damage to property, which arises out of this Agreement or from any activity, work

or thing done, permitted or suffered by User, its employees, contractors and volunteers in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Port.

7. **Insurance:**

- 7.1. User shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises and the activities of the User and its guests, representatives, volunteers and employees.
- 7.2. User's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance or otherwise limit Port's recourse to any remedy available at law or in equity.
- 7.3. User's General Liability Insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products, completed operations, and contractual liability. Port shall be named as an additional insured on User's General Liability Insurance Policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability Insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate (Limits of \$1,000,000 each occurrence may be authorized by the Port in writing if applicable to the extent and nature of the event).
- 7.4. User ☐ is ☐ is not hiring an entity (caterer) that is in the alcohol serving business. The entity shall provide Liquor Liability insurance in the amount of no less than \$1,000,000, naming User and Port as additional insureds. A certificate of insurance stating that the requested insurance is in effect shall be provided to the Port no later than one (1) week prior to the event.
- 7.5. Insurance policies shall contain or be endorsed to contain that User's insurance coverage shall be primary insurance with respect to the Port. Any insurance, self-insurance, or self-insured pool coverage maintained by the Port shall be in excess to User's insurance and shall not contribute with it.
- 7.6. If User maintains higher insurance limits than the minimums shown above, the Port shall be insured for the full available limits of Commerce General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by User are greater than those required by this contract or whether any certificate of insurance furnished to Port evidence limits of liability lower than those maintained by User.
- 7.7. No less than one (1) week prior to the event, User shall furnish Port with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement evidencing the insurance requirements of User.

8. **Laws, Licenses and Permits:** Before commencing the performance of any activity under this Agreement, User shall procure all necessary permits and licenses as may be necessary, and comply with all laws, ordinances, codes, regulations, and orders now or hereafter in effect promulgated by any federal, state or local government agency or official relating to User's performance under this Agreement.
9. **Termination:** All dates specified within this Agreement shall be strictly observed. Timely and full performance of all terms of this Agreement is made the essence hereof. In the event User fails to keep or perform any terms or conditions required herein to be kept or performed by it, User shall be in default, and the Port shall have the right to immediately terminate this Agreement and demand User's immediate removal from the premises. Removal from the premises shall not be considered the sole available remedy.
10. **Cancellation:** Cancellations made 24 hours prior to the event date will result in a refund of all fees (except Port Administrative Fee, if required) under this agreement.

11. **Severability:** If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.
12. **Entire Agreement:** This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person concerning the premises or regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.
13. **Modification:** This Agreement may be modified only in writing executed by the duly authorized representative of each Party.
14. **Independent Contractor.** The Parties agree that this is not a contract of employment. User is an independent entity with respect to the business hereunder. Nothing in the Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Any assistants or other resources used by User are and shall be deemed the employees, volunteers or contractors of User and in no manner employees or volunteers of the Port.
15. **Governing Law; Attorney's Fees:** The laws of the State of Washington shall control the interpretation of this Agreement, and the venue of any suit regarding this Agreement shall be in the Superior Court of Benton County. User expressly agrees to submit to personal jurisdiction in Benton County, Washington.
16. **Authority to Execute.** Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this agreement on behalf of the entity or party for which he or she is signing. The parties hereby warrant to each other that each has full power and authority to enter into this agreement and to undertake the actions contemplated herein, and that this agreement is enforceable in accordance with its terms.
17. **Counterpart Originals.** Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.
18. **Limitation of Damages.** Under no circumstance shall the Port be liable for any damages whatsoever stemming from the Port's determination to close the Premises or any abutting Port property before or during User's event if such closure is determined by the Port to be necessary, in Port's sole discretion, for the public's health, safety or general welfare.
19. **Pre-Event Meeting.** Approximately two weeks (2) weeks prior to the event, the Port shall schedule a pre-event meeting to discuss the event and review the conditions of the contract.
20. **Parking.** User may only park in paved, marked parking areas of the Port's facility unless other written consent is provided for gravel/overflow parking areas to be used. User shall not be permitted to park, block, or inhibit access to the grounds of the Premises unless otherwise negotiated, and shall never block access or allow the use of neighboring businesses' parking areas.
21. **Sanitation.** User shall keep and maintain the Premises and the walking route free from litter or debris during the event.
22. **Other provisions necessary:**
 - 22.1. **(1) User will supply additional Liquor Liability Insurance**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

FOR PORT OF BENTON

FOR USER

Printed Name:

Printed Name: [Insert Name]

On behalf of:

Address:

City, State, Zip:

Phone:

Email:

APPROVED AS TO FORM

Diahann Howard, Executive Director