Port of Pasco Conference Room Rental Policy

The Port of Pasco ("Port") offers two conference rooms for rental at the Port of Pasco Office, located at 1110 Osprey Pointe Blvd., Ste. 201, Pasco, WA 99301.

Conference rooms may be provided for business use by Port and Airport Tenants, state and local government or quasi- government organizations, Port affiliated groups, or by Commission approval. Port affiliated groups are groups that the Port, Port staff, or Commissioners participate in or are active members of. Other groups whose purpose aligns with the Port's mission may be approved for room rental by the Commission if they submit a request. Organizations who have attained approval will be maintained on an internal list.

Port facilities are available on a non-discriminatory, equal-access basis in compliance with state law.

The primary purpose of the conference rooms are to conduct Port business. As such, the Port's needs take priority over use by any organization. Use of conference rooms by any organization should not detract from the main business of the Port and may be limited to one day per calendar month to ensure availability to a wide range of organizations.

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

1. Availability & Reservations

The conference room is available for rental between 7:30 a.m. and 4 p.m. Monday through Friday. After-hours use may be requested but is subject to approval. Reservations will be made in the order they are received. During regular Port holidays, conference rooms will not be available for use. Usage of conference rooms may 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, including an attached event description and signed Hold Harmless Agreement. The forms must be submitted at least one month prior to the event to allow appropriate time for Port approval, incomplete forms will be rejected. Any changes made to an event after the Reservation Form has been submitted must be arranged with the Facility Coordinator.

Organizations seeking initial Commission approval must submit a request to the Port at least two months before the event.

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, this requirement will be determined in the reservation process.

For events wherein a Port representative is not required to be present, the Organization's point of contact (Organizer) will be provided the phone number to the Port guard who will provide access into the building. At the conclusion of the event, the Organizer 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 Organizer when the Reservation Agreement is signed, and upon payment of the rental fee and damage deposit.

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.

2. Rental Fee and Payment

A non-refundable charge of \$50 per day will be assessed for rental of the conference room, and an additional \$50 per day fee for use of the AV equipment. A refundable excess cleaning and damage deposit of \$300 is also required if the event is catered or, alcoholic beverages are served. Waiver of the damage deposit may be considered at the discretion of the Port's Executive Director.

Payment for the rental fee and deposit are required two weeks prior to the date of the meeting - prepaying for multiple meetings is not allowed.

The following payment methods are accepted:

- In person payment by check or cash can be made Monday through Friday, 7:30 a.m. to 11:30 p.m. and 1:00 to 3:30 p.m. (except holidays). If paying by check, separate checks must be used for the rental fee and deposit.
- Online E-Check, credit card, or debit card payment. A fee is charged for this method.

Directions for online payments:

Go to http://www.portofpasco.org/ under the "Business with Us" tab, if paying by card, under "payment type", select the conference room option. Under "customer name", please add the organization name and date of room rental. After the information is submitted, please contact the facility coordinator to verify the receipt of payment.

NOTE: If payments are not received two weeks prior to the Organization's event, the Port may automatically cancel the conference room reservation without notice

to the Organization.

3. 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 or the online payment will be processed for refund at the next cycle.

4. <u>Insurance</u>

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. Meetings that are open to the public will require insurance coverage, unless expressly waived by the Executive Director.

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

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.

If insurance is required, a copy of the insurance certificate must be provided to the Port two weeks prior to the date of the meeting.

5. Food and Beverage

If an organization serves food for a meeting that is open to the public, the Organization shall provide the Port with the name of the licensed caterer and the menu. The caterer, or the Organizer, is required to pick up the remaining food, beverages, and equipment immediately after the meeting. The Organization must comply with Section 4 insurance requirements. 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 the Health Department, City of Pasco, and Washington State Liquor Control Board.

6. Facility Capacity and Available Equipment

The Port offers the following:

- 74-person capacity maximum for the Board Room
- 12- person capacity- maximum for the Rotunda
- 10 rectangular tables (normally 3 to 6 people per table)
- 35 stacking chairs

7. Parking

During the Port's regular business hours of 7:00 a.m. to 4:00 p.m., parking may be limited to designated areas. A map will be provided to the Organizer.

8. Rules and Regulations

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.

- a. The Port's needs take priority over use by any organization, and organizations that choose to rent a conference room do so with the understanding that scheduled meetings may be cancelled unilaterally by the Port.
- b. The Port reserves the right to deny or cancel any use when such use, meeting, or event, 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.
- c. In the event that property loss or damage is incurred during such use of occupancy of a Port facility, the amount of damages shall be determined by the Port and a bill presented to the Organization that was in use of the facility. The damage deposit will be put towards the accessed cleaning or damages fees.
- d. Use of the Port's name or logo in any publicity is prohibited other than to describe the location of the meeting or event.

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.

- e. 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.
- f. Conference rooms, or any part of the Port facility, may not be used for any illegal purposes or activities.
- g. No fire(s) is allowed inside the facility, or on any Port property.
- h. 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).
- i. Except for trained guide dog, or service animals, no animals are allowed inside the Port facility.
- j. 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.
- k. Port of Pasco staff cannot receive messages for groups or individuals using the conference rooms, nor may they be used as greeters or points of contact for meeting attendees or service providers.
- At no time is the reception area considered part of the conference room rental. Organizers must direct attendees to conduct business in the rented meeting room or the elevator lobby.
- m. Nothing may be affixed or mounted in any way to the walls of the conference rooms. No staples or push pins of any kind

in walls except where tackable surfaces are provided. No glitter, confetti, or industrial strength tape is to be used in the conference room.

- Room decorations (such as balloons, etc.) or special equipment MUST BE APPROVED by the Facility Coordinator.
- o. The Organizer must provide own supplies; i.e., easels, paper, pens, etc.
- p. The Organizer is responsible to set up tables and chairs for the event. Should additional tables and chairs be needed, the users will be responsible for rental of additional tables and chairs.
- q. Upon completion of the event, the Organizer must 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.
- Organizations who desire to serve food, and/or any type of beverage must comply with the insurance requirements of this policy.
- s. The conference room may not be used to sell products or services.
- t. Violation of these rules and regulations can result in the Port refusing to make the Osprey Pointe conference room available to the offending group and/or individual.