

## AGREEMENT FOR WATERCRAFT CONCESSION

AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Sweetwater SUP Rentals, hereinafter referred to as "Contractor",

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Grant of Concession: Subject to the terms and conditions hereinafter specified, City hereby grants Contractor the right to operate a non-motorized watercraft concession at Lacamas Lake. This concession is limited to bicycles, canoes, kayaks, paddle boats, and other non-motorized watercraft, and specifically excludes power boats, jet skis, wave runners, and any other watercraft powered by any type of motor or engine.

2. Contractor's Responsibilities: Contractor shall be responsible for the following:

- A. Providing non-motorized watercraft for rental to the public at Lacamas Lake.
- B. Maintaining the non-motorized watercraft in a safe and properly operating condition.
- C. Maintaining the concession facilities and adjacent areas in a neat and orderly condition, and disposing of all waste, rubbish, and litter.
- D. Insuring that all renters are capable of properly operating the watercraft.
- E. Not permitting anyone under the influence of drugs or alcohol to rent the watercraft.
- F. Providing U.S. Coast Guard approved life jackets for all renters and requiring that life jackets be worn while operating rented watercraft.
- G. Providing at least one staff person during all hours of operation who is currently certified by the American Red Cross or equivalent in advanced lifesaving, standard first aid, and cardiac pulmonary resuscitation.

H. Supplying and maintaining a rescue craft capable of quickly reaching concession patrons in need of assistance, and training Contractor staff in the proper operation and use of the rescue craft.

I. Pay for all utilities and hook-up fees.

J. Insure rental craft will not be anchored or moored at boat launch area.

3. Term: The term of this Agreement shall be for the period of June 15, 2015 to September 7, 2015.

4. Hours of Operation: The minimum season of operation shall be from June 15, through Labor Day weekend. If Contractor desires to commence prior to June 15 or extend beyond Labor Day, Contractor must obtain written permission from the Camas Parks and Recreation Manager. At no time shall services be provided before 7:00 a.m., nor shall services be provided after 9:00 p.m. or dusk, whichever comes first. Dusk shall be defined as one hour after sunset.

5. Location: The concession rights granted herein are limited to Lacamas Lake.

6. Compensation: As compensation for this concession, for the period of June 15, 2015, to July 12, 2015, Contractor shall pay to City the sum of \$500.00. For the period commencing July 20, 2015, and ending September 7, 2015, Contractor shall pay to City the sum of \$125.00 per week, with the first payment commencing July 20, 2015, by no later than 4:30 p.m., and a like payment each Monday thereafter, by no later than 4:30 p.m. Contractor shall pay a late fee of 5% should any payment not be made within 10 days of its due date.

7. Facilities: Contractors facilities shall be situated at the City Park on Lacamas Lake at the location depicted on Exhibit "A" attached hereto and by this reference incorporated herein. Contractor may locate a trailer or temporary office structure on the premises, and may construct

a facility for storage of watercraft on the premises. Contractor will be required to obtain all permits as required by City Code, and will further be required to obtain approval from the City Parks and Recreation Manager prior to constructing a storage facility or locating any trailer or temporary office structure on the premises. Upon termination of this Agreement, Contractor shall be responsible for removal of any office structure or trailer, and any storage facility, and further shall restore the premises to its prior condition.

9. Termination: City may terminate this contract immediately upon any breach by Contractor and the duties of Contract as set forth herein. The waiver by City of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches.

10. Independent Contractor: Contractor shall always be an independent contractor and not an employee of the City, and shall not be entitled to compensation or benefits of any kind from City.

11. Indemnification: Contractor shall defend, indemnify and hold City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person or for loss of or damage to property which arises out of Contractor's use of the premise or from the conduct of Contractor's business, or from any activity, work or thing done, permitted or suffered by Contractor in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

12. Wage and Hour Compliance: Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees, and shall always save

City free and clear and harmless from all actions, claims, demands and expenses arising out of said Act and the rules and regulations that are or may be promulgated in connection therewith.

13. Social Security and Other Taxes: Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income and other form of taxes, fees, licenses, excises or payments required by any City, Federal or State legislation that is now or may during the term of this Agreement be enacted as to all persons employed by the Contractor in the performance of the work pursuant to this Agreement. Contractor shall assume exclusive liability therefore, and shall meet all requirements thereunder pursuant to any rules and regulations that are now or may be promulgated in connection therewith.

14. Equal Employment Opportunity: Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

15. Modification: This Agreement contains the entire Agreement of the parties, and supersedes any understandings, agreement or negotiations, whether oral or written, not set forth herein. This Agreement may be amended only in writing signed by all parties.

16. Governing Law: This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

17. Insurance: The Contractor 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 Contractor's operation and use of the leased premises.

**No Limitation.** Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance: Contractor shall obtain insurance of the types described below:

1. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on Contractor's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on an all risk basis.

B. Minimum Amounts of Insurance: Contractor shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

2. Property insurance shall be written covering the full value of Contractor's property and improvements with no coinsurance provisions.

C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage: Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor.

F. Waiver of Subrogation: Contractor and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

Dated this 18 day of March, 2015.

CITY OF CAMAS

Sweetwater SUP Rentals

By: \_\_\_\_\_

By: Keri Carroll