

BROWNSVILLE APPRECIATION DAY

22 September 2018

Vendor Application

Thank you for your interest in participating in the Brownsville Appreciate Day festivities. Please read the following information and return your application before 1 September 2018. If you have any questions regarding this event please feel free to call the Port of Brownsville at 360-692-5498.

Comes now the Port of Brownsville, a Washington municipal corporation (hereinafter called "Port") and the vendor listed below, who recite and agree as follows:

For and in consideration of the mutual benefits to be derived herefrom, the adequacy of which is acknowledged by each party's affixing his or her signature hereto, the parties now, therefore, make the following:

AGREEMENTS

- A. For and in consideration of the payment of \$15.00 per space by the vendor to the Port, the vendor is hereby authorized to operate on Port property on 22 September 2018.
 - B. Vendor may set up prior to but shall not commence business before 8:30 AM nor conduct business after 5:00 PM. Vendor needs to remove wares by 6:00 PM.
 - C. The following general rules are to be followed:
 - 1. Vendors may park their vehicles in the waterfront parking area to load and unload only. Vendors must then park vehicles in the Port's general parking area.
 - 2. If a dispute should arise with regard to any issue, the Port Manager's determination shall control.
 - 3. Each vendor's booth will be self-contained and will not exceed 10' x 10' in size without prior authorization from the Port.
 - 4. Vendors will remove their own refuse and garbage from the site.
 - 5. No pets are allowed unless on a leash.
 - 6. The vendor warrants to the Port that its operation will comply with all laws of the United States of America and the State of Washington with regard to non-discrimination and equal opportunity.
 - 7. The Port Manager reserves the right to stop any vendor from selling any items or product that violates any leases of the Port of Brownsville. In the event the Port Manager determines, in his sole judgment, that a vendor's operation is disruptive or detrimental to Port functions, he is, by this agreement, authorized by each party to immediately suspend that vendor's operation.
 - 8. The vendor will accept full responsibility for damages to the area due to the vendor's activities.
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Please fill and return this section along with your \$15.00 per space vendor fee by 1 September 2018
to:

Port of Brownsville 9790 Ogle Rd NE; Bremerton, WA 98311

Make Checks Payable to: Kitsap Maritime Heritage Foundation

HOLD HARMLESS AGREEMENT

The below named exhibitor for the Brownsville Appreciation Day hereby releases the Port of Brownsville, its Commissioners, employees and volunteers from any liability resulting from injury, loss, theft, vandalism, or damages that the vendor or his property may suffer during the event on 22 September 2018 and further agrees to hold harmless and indemnify the Port of Brownsville, its Commissioners, employees and volunteers from any liability for damage or injury that he or his agents, employees or property may inflict on visitors, guests, vendors or other third parties as a result of his or his agents, employees' negligent or intentional acts.

SIGNED: _____ DATED: _____

Printed Name: _____

Business Name: _____

Address: _____

Telephone Number: _____

E-Mail Address: _____