



FACILITY USE AGREEMENT FESTIVAL/EVENT ONLY

SPECIFIC TERMS

EVENT NAME: Forest School, Summer Camps, Adult Workshops 2021

EVENT DATES: 2021 - FS: Every Wednesday 9am-1pm / Every other Friday 9am-1pm starting - April 3rd - June 11th, overnight June 4th-5th

Summer Camp – June 21-25, July 12-16, July 19-21 Adult Workshop – May 4, July 19

USER NAME: WildWise / Executive Director - WildWise School

TIME OF USE INCLUDES USER'S SET-UP AND CLEAN-UP TIME.

EVENT: BEGINNING TIME: 9am

ENDING TIME: 4pm

PREMISES:

- | | |
|--|---|
| <input type="checkbox"/> HOOD CANAL VISTA PAVILION | <input checked="" type="checkbox"/> UPLANDS |
| <input type="checkbox"/> TENNIS COURT | <input type="checkbox"/> THE BOWL |
| <input type="checkbox"/> BASEBALL FIELD | <input type="checkbox"/> FOREST RIDGE |
| <input type="checkbox"/> THE PLATEAU | <input type="checkbox"/> CONFERENCE ROOM |
| <input type="checkbox"/> SEE EXHIBIT A-MAP | <input type="checkbox"/> SEE EXHIBIT B-LAYOUT |

THE PREMISES ARE LOCATED IN PORT GAMBLE, WASHINGTON.

NUMBER OF PARTICIPANTS: Forest School - 42, overnight 60, Summer Camp -24, Adult Workshop - 12

USER CONTACT: ATTN: Aidoneus Bishop / Executive Director - WildWise School

ADDRESS: 267th 88 Highland Rd NE

CITY, STATE, ZIP: Kingston, WA 98346

TEL: 360.638.6179

E-MAIL: aidoneus@wildwiseschool.org

FAX: N/A

PORT GAMBLE MARKETING & EVENTS MANAGER: OPG PORT GAMBLE LLC

P.O. BOX 85
PORT GAMBLE, WASHINGTON 98364
TEL: 360-297-8074
FAX: 360-297-7455

USER'S INITIALS: AB

DATE: 5/10/21

OPG INITIALS: f

DATE: 05102021

USE FEE: \$ 0

RESERVATION DEPOSIT: \$ 0

RESERVATION DEPOSIT IS \$ () DOLLARS).
RESERVATION DEPOSIT IS DUE UPON USER'S ACCEPTANCE OF THIS AGREEMENT.

SECURITY DEPOSIT: \$ 0
SECURITY DEPOSIT IS DUE NO LATER THAN 10 DAYS PRIOR TO EVENT.

PORTABLE TOILETS: YES, IF YES HOW MANY? 2 for overnight use _____ -TO BE PROVIDED BY USER.

DUMPSTERS: YES, IF YES HOW MANY? _____ -TO BE PROVIDED BY USER.
REQUIRED IF CAMPING & FOOD VENDORS IS INVOLVED

SECURITY: YES, IF YES HOW MANY? _____ -TO BE PROVIDED BY USER.

PARKING: YES, IF YES HOW MANY? 20-vehicles 60 for the overnight -TO BE PROVIDED BY USER.
SEE MAP FOR ANY EVENT OPEN TO PUBLIC OVER 500

SPECIAL EQUIPMENT: _____

SPECIAL SERVICES: _____

SPECIAL PERMITS REQUIRED: _____

SPECIAL CHARGES: \$ _____

BALANCE DUE: \$ _____
BALANCE DUE IS USE FEE PLUS SPECIAL CHARGES LESS RESERVATION DEPOSIT PAID. BALANCE IS DUE NO LATER THAN FIVE (5) DAYS AFTER EVENT DATE.

How did you hear about us:

- Online
Which website
- Referral
- Magazine
Which magazine
- Guest at a wedding in Port Gamble
- Drive by
- Other

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12. **Permitted Use; Prohibited Uses.** User or User's catering service shall obtain a proper alcoholic beverages permit from the Washington State Liquor Control Board prior to serving any alcoholic beverages for consumption on the Premises. **If alcoholic beverages are being served, a licensed bartender is required and can be arranged through the caterer.** All vehicles must be parked in designated parking areas. All children must be supervised at all times. The Kitsap County Noise Ordinance requires all music off by 10:00 p.m. with pre-event approval. The Permitted Use shall not be a danger or nuisance to others within Port Gamble. User shall use the Premises only for the Permitted Use. Fire pits are not allowed without prior written approval from OPG and User agrees to comply with all Kitsap County Fire ordinances.
13. **Condition of Premises.** User has inspected the Premises and accepts them in their present condition, as-is, subject to all applicable laws, ordinances, and regulations governing and regulating the use of the Premises. OPG shall not be required to make any alteration, improvement, or repair of any kind to the Premises. User shall permit no damage or injury to the Premises and other property managed by OPG, by User or its agents, contractors, employees, guests, invitees, and licensees. User shall remove litter, garbage, and debris from the Premises and from all public access areas adjacent to the Premises and shall restore the Premises to its condition at the commencement of the Permitted Use (the "Original Condition") within twenty four (24) hours after the conclusion of the Permitted Use. If User fails to return the Premises to its Original Condition, OPG may arrange for all necessary work, in which case User shall promptly repay OPG the expense thereof.
14. **Accidents; Indemnity.** All personal property on the Premises shall be at the sole risk of User, its agents, contractors, employees, guests, invitees, and licensees. Neither OPG nor any of its affiliated or related companies, including all named herein relating to insurance and indemnity, shall be liable for any damage, either to person or property, sustained by User or others caused by any defects now in the Premises or hereafter occurring therein, caused by fire or by the bursting or leaking of utility facilities, from any act or neglect of any person or due to the happening of any accident from whatsoever cause in and about the Premises. User shall indemnify, defend, and hold **Rayonier Inc., its subsidiaries and subsidiaries thereof, including OPG Port Gamble LLC AND EACH OF THEIR DIRECTORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS (INDIVIDUALLY A "RELEASED PARTY," AND COLLECTIVELY THE "RELEASED PARTIES")** harmless from and against any and all liabilities, losses, and claims, including claims for attorney fees and costs, arising from or relating to damages, liabilities, or losses suffered or alleged to be suffered in or about the Premises by any person, firm, or corporation in connection with User's use of the Premises, except to the extent that such liabilities, losses, and claims are attributable to the gross negligence or intentional misconduct of the Released Parties. The provisions of this Paragraph relating to indemnity, defense and hold harmless are also applicable to COVID-19, as addressed in Paragraph 15 below, or any other pandemic. User waives as to the Released Parties any immunities, defenses, or limitations it may have, including specifically and without limitation, any immunity, cap or limit on its exposure for its liability to third parties arising out of injuries to an employee of the User. **User agrees to require all individuals working, volunteering or participating at User's event to sign a Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement in the form attached to this Agreement, which includes language relating to COVID-19 as referenced in Paragraph 15 below, or any other pandemic.**
15. **COVID-19.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. Neither OPG nor any of its affiliated or related companies can prevent User or anyone attending an event in Port Gamble from becoming exposed to, contracting, or spreading COVID-19 while utilizing the Premises. It is not possible to prevent against the presence of the disease. Therefore, if someone chooses to enter the Premises, they may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19. User acknowledges that it has read and understood the above warning concerning COVID-19 and expressly assumes the risk of being exposed to, contracting and/or spreading COVID-19 in order to enter the Premises.
16. **Security.** User shall provide, at its sole expense, any police services or private security services required for the orderly conduct of the Permitted Use and to protect the physical safety and property of User, its agents, contractors, employees, guests, invitees, and licensees. User shall notify local law enforcement (Kitsap County & Washington State) of event & any affiliated requirements they may deem necessary.

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rights of privacy and publicity, trademark, copyright and other intellectual property rights, defamation, libel and slander.

- User understands that this Release shall bind its successors, heirs, personal representatives, assigns, and all members of its association or family and shall also inure to the benefit of the successors, heirs, legal representatives, licensees and assigns of Rayonier.

23. **Notice of Townsite Activities.** User acknowledges and accepts that OPG is actively promoting Port Gamble as a destination for weddings, festivals, and other events, and that such uses can entail large gathering of people, music, traffic congestion, and other impacts. User further acknowledges and accepts that the town is being promoted for the shipping of materials such as logs, rocks and such that uses include the use of trucks and other heavy equipment. User further acknowledges Port Gamble businesses require access at all times for themselves and their patrons. User also acknowledges that festivals will maintain a minimum of 25' border from any building.

24. **Additional Terms.** The following additional terms are part of this Agreement: _____

_____ User agrees to pack out any garbage produced by the intended USE _____

_____ Any uses outside of this contract are prohibited and will be seen as a breach of this contract _____

OPG and User make this Agreement as of the last date appearing below.

OPG PORT GAMBLE LLC, a Washington limited liability company

By: _____

Print Name: Eric Ayala

Its: Port Gamble Weddings & Events Supervisor

Date: 05102021

USER: _____ WildWise _____

By: _____

Print Name: Aiden Bishop

Its: Executive Director

Date: 5/10/21

USER'S INITIALS: _____
DATE: 5/10/21

OPG INITIALS: _____
DATE: 05102021