



PO Box 1180

Port Townsend, WA 98368

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## **FACILITY RENTALS POLICIES & INFORMATION Union Wharf • City Dock**

The Port of Port Townsend has two properties available for rent: Union Wharf and City Dock. Whether you are organizing a family gathering, birthday party, wedding or a business function, these waterfront sites fulfill a range of requirements.

The facilities are available to the public for community and personal activities and can be reserved throughout the year on a first-come, first-served basis. In the event of a scheduling conflict, official government use or government sponsored special public events shall take priority.

This document shall provide the information you need to decide which facility you might want to rent as well as the requirements for each location. Individuals or entities (the "Renter") entering into a rental agreement with the Port shall ensure all guests of the Renter comply with the requirements outlined in this pamphlet.

The Port is committed to providing a safe, clean and fun environment for all citizens and guests. Event participants are required to act appropriately and be respectful of others when using our facilities.

The Renter will be held personally liable for the actions of everyone attending their event. Guests must conduct themselves in a civil and courteous manner at all times and may not jeopardize, harass, physically abuse or interfere with the rights and privileges of others. Abusive use of the facilities, equipment and/or amenities is prohibited.

Should any person attending the event not adhere to the standards herein described, the Port reserves the right to immediately terminate the event. The deposit and all fees associated with event will be forfeited.

Rental fee of \$300.00 per day+ \$150.00 deposit and insurance.

**TO RENT A FACILITY PLEASE CALL (360) 385-2828**

Hours of operation are 8:00 AM to 4:30 PM, Monday-Friday, with increased hours in the spring/summer.

# RENTAL REQUIREMENTS

## CONDITIONS FOR USE:

- Renter must be at least 21 years of age.
- Partitioning off portions of the facility is permitted on condition public access is maintained.
- Renter is responsible for the set-up and dismantling of tables, chairs, decorations, or any items related to their function.
- Use of a loud speaker, amplified sound or music on Port property is prohibited without prior approval.
- No open flames or free standing candles such as candelabras, pillar candles, etc., are permitted.
- The Port will not be held legally or financially responsible for consequences experienced by Renter or guests due to circumstances beyond the Port's control. Those circumstances are, but not limited to, inclement weather, natural disasters and naturally occurring health hazards. In such circumstances, the event may be rescheduled (pending availability). Fees and deposits will not be refunded.
- Fireworks, firearms, crossbows and/or weapons of all kind are prohibited at the event.
- Renter and guests shall vacate the facility by the time indicated on the reservation. Over extended use of the facility will result in forfeiture of the deposit.
- The Port reserves the right to have final approval on all activities, events, or hours of operation scheduled at the facilities.
- Reservation fee does not entitle the Renter to exclusive use of any other public areas.
- Permission to use the facility does not constitute an endorsement of a group's philosophies, policies, or beliefs.

## RESERVATIONS:

- The requested date is not secured until the application, rental and deposit fees and all required documentation (insurance, permits or licenses) are received within 10 business days of initial booking.
- A reserved date will not be held beyond 10 business days for incomplete applications.
- Non-compliance of any Port provision will result in termination of the reservation application.

## PAYMENT METHOD:

- Payment may be made by cash, check or credit card.
- If a payment is NSF, the reservation will be cancelled for non-compliance and will remain so until all applicable fees (rental fee, deposit and NSF charge) are paid in cash within 5 calendar days of notification from the Port.

## **DEPOSIT:**

- In addition to the rental fee, every Renter will be charged a separate refundable damage/maintenance deposit. This fee covers damage and clean-up of the facility (if necessary).
- Renter is responsible for clean-up after their event which may include, but is certainly not limited to the removal of all material and waste from the facility, clean-up of all spills and the return of facility equipment to its original location. The damage deposit will be returned if the Renter fulfills their obligations. If the facility is not returned to an acceptable condition, then the deposit will be withheld and additional charges may be incurred.
- Renter is responsible for any and all damages that occur as a result of the event. Any costs incurred for damages to, or defacement of the Port facilities, will be deducted from the deposit and/or billed to the Renter's insurance to cover repair or replacement costs as determined by the Port.

## **CANCELLATIONS AND REFUNDS:**

- Reservations cancelled up to 30 days of the scheduled event will be subject to a \$20.00 cancellation fee which will be deducted from the refund of the rental fee.
- Reservations cancelled within 30 days of the scheduled event will forfeit the entire refund of the rental fee.
- A deposit will be refunded in approximately 6-8 weeks after the event, assuming all conditions were met and no damages or additional fees were incurred during the function. Refunds will be made payable to Renter whose name is on check or agreement and mailed to address provided.

## **FOOD AND/OR ALCOHOL:**

- Alcohol is permitted providing Commercial Liability insurance is acquired as well as the proper Washington State Liquor Board (WSLCB) permit is obtained prior to the event and clearly displayed at the function. Please see attached document from the WSLCB for further information.
- Service to or consumption of alcoholic beverages by any person under the age of 21 will result in immediate cancellation of the event and all fees and deposits will be forfeited.

## **INSURANCE REQUIREMENTS:**

- Homeowners insurance is acceptable for private events without alcohol and less than 50 people.
- Commercial General Liability insurance is required for events if any of the following conditions apply:
  - A) Alcohol will be sold or served
  - B) There will be 50+ attendees or the event is open to the general public
  - C) There is a charge for anything provided at the event (admission, goods, food, dues, donations, etc.)
- Evidence of insurance acceptable to the Port of Port Townsend must be provided covering the activities and dates of the event. The Port of Port Townsend must be named as "additional insured" for \$1 million and coverage must include liquor liability endorsement if applicable. Limits and coverage may be adjusted to meet exposure as determined by the Executive Director.
- The Port does not maintain insurance that will respond to claims against the Renter arising out of the event.

## LIQUOR BANQUET PERMITS AND SPECIAL LICENSES

Issued by: Washington State Liquor Control Board (WSLCB) Phone: (360) 664-1600 (select option 1)  
PO Box 43085, Olympia, WA 98504-3085 Website: [www.liq.wa.gov](http://www.liq.wa.gov)

If alcohol will be available at the event, either a Banquet Permit or Special Occasion License will be required. The Renter will need to contact the WSLCB to purchase a permit or license. Commercial General Liability insurance with a liquor liability endorsement is also required. The proof of coverage must be provided with the Port's rental application. Summary below subject to change by WSLCB.

### **BANQUET PERMIT** (permit fee is \$10 per day):

The permit allows for the service of liquor at a private, invitation-only banquet or gathering held in a public place of business. Examples include weddings, company banquets, retirement parties, and club, organization or church events. After the banquet permit is completed, a copy of it will be sent to the local liquor enforcement office. Officers may visit the function so it is important that a copy of the permit is posted at the event.

- All banquet permit sales are final. No refunds will be issued.
- Banquet permits are available to "For-profit" businesses, societies, organizations, and individuals.
- Retail liquor licenses may not obtain banquet permits.
- Attendance must be by invitation only. The event may not be open or advertised to the public.
- Liquor must be free of charge, or brought by individuals attending the event. No separate or additional charge may be made for liquor, and donations cannot be accepted.
- The event cannot be for business promotions.
- Liquor must be purchase from a retail store at full retail price.
- Package deals are allowed that may include, for example, the cost of dinner, liquor and entertainment. To ensure participants receive an equal share, tickets exchangeable for drinks may be issued as part of the package price. No profit may be made from the packaged deals.

### **SPECIAL OCCASION LICENSE:** (license fee is \$60 per day, per location – applications available online):

***IMPORTANT: WSLCB requires that the application and fee be submitted 45 days before the event.*** The license allows a bona fide nonprofit organization to sell liquor at a specified date, time and place. Examples include a fundraising dinner, gala event, auction, or wine tasting. Organizations are limited to 12 single day events per calendar year.

- Available to bona fide nonprofit organizations, allows sales of spirits, beer and wine by individual serving for on-premises consumption.
- The local authority will be notified of the application and have the opportunity to weigh in on the application.
- Special occasion licensees may not advertise or sell alcohol below cost.
- Spirits may be purchased from a domestic (in-state) Spirits Distributor, Retailer licensee, Craft Distillery, or Distillery. Spirits may also be purchased from a U.S. Distillery holding a Spirits Out-of-State Certificate of Approval (COA) with Washington to ship spirits directly to licensed retailers. Beer or wine may be purchased wholesale or retail.

**Note:** It is against the law to allow a third party (i.e. "promoter") to run an event on the Renter's behalf in exchange for a percentage of the profits. Allowing a third party to collect part or take a cut of the proceeds could prevent the nonprofit from obtaining future Special Occasion License.

