



OUTSIDE VENDOR LICENSING REQUIREMENTS THE HARBOR MARINA, LLC dba GIG HARBOR MARINA AND BOATYARD

These rules and regulations apply to all Outside Vendors working at The Harbor Marina, LLC, d/b/a Gig Harbor Marina and Boatyard. Outside Vendors are allowed to work on boats within the Marina as long as they understand and comply with the Marina and Boatyard Rules (Exhibit C hereto) and Marina Best Management Practices (Exhibit D hereto).

To keep the Marina operating in a safe, clean, and professional manner, Outside Vendors **MUST** comply with the following requirements:

1. Sign and remain in compliance with Outside Vendor Licensing Agreement.
2. Maintain current Washington State business license and state sales tax registration.
3. Maintain current workman's Compensation Insurance Certificate, if applicable.
4. Maintain current and in force Certificate of Liability insurance.
5. Complete, sign and remain in compliance with Agreement regarding Services to be performed. (**Exhibit A**).
6. Sign and remain in compliance with the Gig Harbor Marina and Boatyard Vendor Safety & Environmental Protection Agreement (**Exhibit B**).
7. Maintain on site copies of all Material Safety Data Sheets for all chemicals used by the Vendor while in the Marina, and kept current as new products are used.
8. Pay an administrative processing fee, if required, as set forth in the Price Schedule as found at www.gigharbormarina.com.
9. Sign and remain in compliance with the Marina and Boatyard Rules (**Exhibit C** hereto) and Marina Best Management Practice (**Exhibit D** hereto).
10. You may be asked to register your vehicle and get a parking decal from the marina office.



I have read and understand and agree to abide by these requirements for providing Services within The Harbor Marina, LLC, d/b/a Gig Harbor Marina and Boatyard including the Marina and Boatyard Rules and Marina Best Management Practices which are attached hereto.

Vendor

Signature Date

Name and Title



OUTSIDE VENDOR LICENSING AGREEMENT
**THE HARBOR MARINA, LLC dba GIG HARBOR MARINA AND
BOATYARD**

THIS AGREEMENT is made as of the date set forth below, by and between The Harbor Marina, LLC, d/b/a Gig Harbor Marina and Boatyard (GHMB), (the “Owner”) and the undersigned vendor (the “Vendor”)

RECITALS

A. The Owner desires to maintain a list of Vendors authorized to perform and provide various services for the Moorage Licensees and Boatyard Customers of the Gig Harbor Marina & Boatyard located at 3117 Harborview Drive, Gig Harbor, Washington (the “GHMB”) which is owned and operated by the Owner; and

B. The undersigned Vendor desires to be listed by Owner as a vendor authorized to perform and provide certain services for the Moorage Licensees and Boatyard Customers of the GHMB;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows;

1. **Definitions**

a. **Vendor.** As used herein the term Vendor shall mean the undersigned as well as all agents, employees, contractors, independent contractors or any other person or entity claiming or performing on behalf of or pursuant to an agreement with the undersigned Vendor, whether expressed or implied, and/or claiming or performing by, through, or under any such person or entity, including without limitation the successors, grantee, transferees, assigns, agents, personal representatives, heirs, and/or devisees of such person or entity.

b. **Services.** As used herein, the term Services shall be strictly limited to the services described in the attached Exhibit A which is hereby made a part of the Agreement as if set forth fully herein.

c. **Moorage Licensee.** As used herein, Moorage Licensee shall include all customers of and other persons or entities lawfully at the GHMB.

d. **Boatyard Customer.** As used herein, Customer of the boatyard who’s vessel is in the boatyard (lifted and placed in the yard) or in a designated service slip in the marina.



2. **Authorization to Provide Services**

Vendor is authorized and approved by Owner to provide Services to Moorage Licensee and/or Boatyard Customer of GHMB. The above authorization is limited to the Services provided on Exhibit A.

3. **Pass code and Key Card Deposit**

Owner will provide Vendor with a pass code to the Marina gates that Vendor agrees to keep confidential. In the future Owner may issue Vendor a key card to the Marina gates on condition that Vendor deposits twenty-five dollars (\$25.00) with the Owner. If Vendor uses a key card without having made the deposit Vendor shall be subject to possible suspension of privileges herein. The key card shall be returned to Owner upon termination of this Agreement and the deposit will be returned to the Vendor.

4. **Job Reports**

Prior to performing or providing Services on GHMB property which may create objectionable noise or odors or obstruct or delay boat traffic, Vendor shall get approval from Owner. Vendor shall report to Owner what Services will be performed, for whom the services will be performed and when the performance of services will commence and finish.

5. **Removal of Materials/Non-Hindrance**

On a daily basis, Vendor shall remove all materials, scraps, tools, and Vendor generated debris of any kind from the GHMB premises, including but not limited to all floats and approaches. Vendor shall not, by action or by failure to act, hinder or endanger the passage or activities of either the Moorage Licensee, Boatyard Customer or the Owner. Vendor shall keep noise and disturbance to a minimum while performing or providing Services at GHMB.

6. **Workmanship, Methods and Materials**

It is specifically agreed that Vendor shall at all times meet Owner's expectations, on behalf of the Moorage Licensee and Boatyard Customers, that Vendor's workmanship, methods, and materials shall be of marina grade high quality and standards, shall represent and utilize the best available technologies to assure consistently superior results and shall not diminish or detract from the general appeal and status of GHMB.

7. **Insurance**

Prior to Owner signing this Agreement, Vendor shall supply the Owner with a certificate of insurance showing that the Vendor has no less than \$500,000 general liability coverage with a company reasonably acceptable to the Owner. Vendor's insurance (___ shall/ ___ shall not)



include coverage for hazardous materials liability. The policy shall name The Harbor Marina, LLC dba Gig Harbor Marina and Boatyard as additional named insured. Thirty days prior to any termination, cancellation or change of said insurance coverage, Vendor shall supply Owner with a new certificate of insurance. Failure by the Vendor to carry the above noted amounts of general liability insurance at any time during the term of this Agreement shall automatically terminate this Agreement and Vendor's authorization provided in paragraph 2.

8. **Indemnification and Hold Harmless**

Vendor shall indemnify and defend and hold harmless Owner, its employees, and agents against any and all claims, demands, losses, or liability of whatsoever nature, in equity, or at law, arising out of or related to Vendor's activities. This agreement to defend, indemnify and hold harmless shall survive any termination of this Agreement.

9. **Compliance with Applicable Laws and Rules**

Vendor shall comply with and abide by all Marina and Boatyard Rules (**Exhibit C hereto**), local, state, county, Coast Guard and U.S. government laws, regulations or rules of any kind.

10. **Environmental Liability**

Vendor shall comply with and abide by all applicable local, state, or federal environmental laws, regulations, rules, orders or decrees concerning the use, labeling, transfer, treatment or disposal of hazardous materials, including Marina Best Management Practices (**Exhibit D hereto**).

11. **Duration of Agreement**

The term of this Agreement shall be for six months from the date set forth below. Upon payment of the processing fee, if required, the term shall be automatically renewed, unless terminated in accordance with paragraph 12.

12. **Termination of Agreement**

This agreement may be terminated by either party upon thirty day notice at will without any showing of good cause therefore. Any breach of this Agreement by Vendor, or failure to abide by its terms, shall entitle Owner, at its sole option, to terminate this Agreement immediately and without notice or delay and to deny to Vendor access to GHMB.

13. **No Assignment**

This Agreement shall not be assignable by Vendor nor shall the performance of any of the duties hereunder be delegated by Vendor without the prior written consent of the Owner.



This Agreement shall not be assignable by operation of law. If Vendor is a corporation, then any transfer of this Agreement by merger, consolidation or liquidation, or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this paragraph. If Vendor is a partnership, then any change in the general partners thereof, or any dissolution or termination of the partnership shall also constitute an assignment for purposes of this paragraph.

14. **Scope of Authorization and Approval**

Owner's authorization and approval given pursuant to this Agreement is not intended nor shall it be construed as an endorsement by the Owner of Vendor's Services. Vendor shall not make any oral or written claims, representations, or warranties that Owner endorsed Vendor's work, material, or methods. This Agreement establishes minimum standards and protection only to the satisfaction and benefit of the Owner, Marina Licensees and Boatyard Customers. Vendor shall obtain Owner's prior approval before posting or distributing any promotion or advertising material at or about GHMB.

15. **Attorneys' Fees**

In the event legal proceeding shall be initiated in order to enforce rights hereunder, the prevailing party in such proceedings shall be entitled to recover all of its reasonable attorneys' fees and costs, including such fees and costs incurred in enforcing Vendor's indemnity obligation.

16. **Venue**

The venue for any legal action concerning this Agreement shall be in Pierce County, Washington or U.S. District Court, Tacoma, Washington.



17. **Entire Agreement**

This Agreement (and attached Marina and Boatyard Rules **Exhibit C** and Marina Best Management Practices **Exhibit D**) contains the entire Agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties that are not referenced herein.

DATED this ___ day of _____, 20__.

**THE HARBOR MARINA, LLC dba,
GIG HARBOR MARINA and BOATYARD**

VENDOR:

Signature

Signature

By: _____

By: _____

Title: _____

Title: _____

Address: _____



Vendor must notify Owner in writing before any additional Services are performed.

Date

Date

The Harbor Marina, LLC dba
Gig Harbor Marina and Boatyard

Vendor



EXHIBIT B

GIG HARBOR MARINA AND BOATYARD VENDOR SAFETY & ENVIRONMENTAL PROTECTION AGREEMENT

April 17, 2018

This Agreement must be signed before any Vendor can provide any Service for a Moorage Licensee or Boatyard Customer while located in Gig Harbor Marina and Boatyard (GHMB).

Work must be done in a safe manner, in compliance with all applicable laws and regulations, to provide for the safety of property and the safety of Moorage Licensee, Boatyard Customer, Marina personnel, Vendor, and the general public. Work sites must be kept clean and orderly. Work which could create a hazard to people or property must have Marina management's approval and then be appropriately performed and managed to prevent injury or property damage. Use of all equipment must comply with the manufacture's safety recommendations and meet or exceed the safety standards for the industry. The use of unsafe equipment is not allowed and the determination of whether equipment is unsafe is ultimately and solely made by GHMB. All accidents must be reported to GHMB management.

Work must be done in an environmentally safe and clean manner, including:

1. In compliance with all applicable laws and regulations, to provide for the protection of the environment from damage or pollution caused by any work done while on GHMB property.
2. No wastes shall be disposed of in or on GHMB property (including dumpsters) without specific permission of management. Waste oil and coolant disposal is available for a fee; please check with the Marina & Boatyard Office for details.
3. All chemical wastes must be removed from the GHMB property.
4. No wastes shall be disposed of on any land or wetlands or waters, on, or adjoining GHMB property.
5. Spills to the environment, or on any GHMB property, of any type must be reported to GHMB management immediately.
6. Full cost of cleanup, removal and/or environmental damage for work done on GHMB property is the responsibility of the Vendor.
7. All chemicals brought on GHMB property must be removed at the conclusion of the job.
8. All hazardous chemicals used on GHMB property must be approved by GHMB management prior to being brought on site. This approval process requires that copy of the Material Safety Data Sheet for each chemical used by Vendor which might provide a hazard to GHMB personnel, the general public, or the environment, through use, spillage, or improper disposal be supplied to GHMB.



9. In water cleaning of hulls with "soft" sloughing and ablative (self-polishing) hull paints is not allowed. In water cleaning of hulls with hard finish paint is allowed if properly conducted.

It is agreed that the terms of this Safety Agreement will be adhered to and that failure to comply with this policy will result in loss of the right to conduct business in the Marina.

Vendor Name

By

Signature

Date

INTERNAL RECORDS:

INSURANCE CERTIFICATE: _____

INITIAL MARINA RULES: _____

INITIAL MARINA BMP: _____

BUSINESS LICENSE: _____

OWNERSHIP DOCUMENT: _____

MEASURED: _____

CODE/ KEY CARD: _____

QKBKS: _____

BOARD: _____

ELEC.: _____

INSURANCE: _____



SECURITY DEPOSIT:_____

UTILITY DEPOSIT:_____

CAR DECALS:_____