



## Contractor Policy and Agreement

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**MARINA MANAGEMENT, INC. DBA WASHBURN MARINA AND THE CITY OF WASHBURN DO NOT ASSUME LIABILITY FOR THE SAFETY OF ANY CONTRACTOR, ITS EMPLOYEES OR AFFILIATES, WHETHER HIRED BY THE MARINA OR VESSEL OWNER.**

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Business Name	Authorized Contractor Names
Business Address	Phone Number  Alt Number
Email:	Hired By:      Washburn Marina      Boat Owner

The above business and its employees hereby agrees to the terms and conditions set by Marina Management, Inc. dba Washburn Marina (hereinafter "the Marina"), 1 Marina Drive, Washburn, WI 54891, to obtain authorization to provide services, products and materials to vessels and their owners at the Marina, whether billing the Marina or the customer directly. This agreement applies to all individuals/businesses that are not Marina employees or contracted customers of the Marina.

<b>Required Administrative Documents:</b>					
Liability Insurance	All Contractors		On File	Expiration date: _____	
W-9	If hired by Washburn Marina	N/A	On File		
Worker's Comp	1+ Employees	N/A	On File	Expiration date: _____	
Safety Data Sheets	All chemicals used	N/A	On File		

**Section 1. INSURANCE, PERMITS AND OTHER REQUIREMENTS.**

Before permission is granted to perform any work at the Marina, the following insurance documents must be on file at the Marina.

1. Certificate of Insurance for the following coverage and minimum limits:
 

	<u>Per Occurrence Limit</u>
• Comprehensive General Liability, Ship Repairer's Legal Liability and/or Marina Operator's Legal Liability as dictated by services provided	\$1,000,000
• Automobile Liability, including non-owned and hired	\$1,000,000
• Protection and Indemnity, if operating vessel in the Marina	\$1,000,000
• Workers' Compensation, including Longshore & Harbor Workers Act as dictated by services provided	State Statute Limit

Provisions for Certificate of Insurance on file:

  - Washburn Marina must be listed as additional insured,
  - The Marina must be provided with 30 days notice of cancellation,
  - Only current and active certificates are applicable,
  - Workers' Compensation policy must be endorsed to waive the rights of subrogation against the Marina.
2. Copy of applicable business licenses and permits as required by local, state and federal law or other governing body as required to perform any and all services and materials provided.
3. Copy of current United States Coast Guard licenses when passengers are carried for hire from the Marina.
4. SDS sheets for all chemicals being used by Contractor while in the Marina.
5. Copy of a completed W-9 form and applicable business license and state tax registration number if working for Washburn Marina. Payment will not be issued without a completed W-9.

**Section 2. MARINA REGISTRATION REQUIREMENTS.**

Prior to boarding any vessel in which services, product, or materials is to be provided:

1. Sign in at the Marina Ship Store or Administrative office. Sign out is required upon completion each day.
2. Proof of authorization to perform services or provide products or materials on each vessel. This includes work orders, written authorization or other such documents. Phone calls are not acceptable.

**Section 3. RULES AND REGULATIONS**

Contractors are welcome to provide services, materials and products at the Marina as a complement to provide full service to the Marina customers. Contractors are considered guests, as well as professional service providers, at the Marina and will comply with the following:

1. Regular hours of business as posted at the Marina.
2. The Marina’s Environmental Best Management Practices, as well as the Marina’s Rules and Regulations. Copies are available from the Marina Staff and are subject to change without notice.
3. The Marina’s tools, equipment, dock carts, ladders, extension cords and other equipment and materials are not available for use by Contractors at any time.
4. Contractor vehicle parking will be in the over-flow parking areas.
5. Contractors may be charged a fee for the use of the Marina facilities, electricity, water, environmental impact, hazardous waste disposal, use of waste containers, equipment/tool storage, acceptance of deliveries, or other services provided at the Marina’s expense. This fee may vary based on the circumstances of the services, products and materials provided.
6. All work will be done in a safe, clean and environmentally sound manner, in compliance with all local, state and federal laws. Construction, assembly, finishing or other services will not be allowed to be performed on any dock or pier or within the building facilities of the Marina or boat storage buildings. All such services provided in parking areas must be properly protected and tarped, with the Marina’s approval prior to commencing work.
7. Before leaving a vessel or work area, all materials, tools, waste and other items must be properly secured, stowed or removed from the area. The Marina and/or boat storage building must be returned to its original condition at the end of each workday. All electrical cords must be unplugged and stored.
8. All chemicals must be handled in compliance with the SDS required on file. The disposal of waste must be authorized by the Marina and handled as instructed. A fee may be assessed for waste materials disposed of at the Marina. Personal Protective Equipment must be readily available and used as necessary.
9. General waste disposal must be authorized by the Marina. No waste shall be disposed of on any land or waterways at or surrounding the Marina. Spills of any type must be reported to the Marina Staff immediately. Contractor accepts all liability for the cost of clean up, removal and/or environmental damage resulting from the services, products or materials provided.
10. Smoking is prohibited in all areas of the marina and its buildings, except as designated.
11. Solicitation, posted advertising and other sales/advertising efforts are not allowed on the Marina property without the express permission of the Marina.
12. Uninsured “workers” hired by the Contractor will not be allowed. Any contractor employing any employee shall have a valid certificate of insurance on file with the Marina showing that any such employee is covered by worker’s compensation insurance. Proof of current worker’s compensation insurance will be required.
13. No contractor may subcontract any part of its work without the express approval of the Marina and without requiring the subcontractor to comply with all of the rules set forth herein.

**Section 4. TERM.**

The term of this Agreement is annual Jan 1 to Dec 31, with automatic renewal, provided that the Marina reserves the right to amend or change the terms of this agreement at any time with or without cause, upon written notice provided to the Contractor. The Marina reserves the right to deny or revoke access to the Marina with or without cause. In the event that the required insurance policies should lapse during the term, a renewed and active Certificate of Insurance and worker’s compensation insurance if applicable will be required. Signing in and out does not constitute implicit agreement with this Agreement. A signed and dated Agreement is required to be on file at the Marina.

The waiver, forbearance, or failure of the Marina to enforce any provision of this Agreement shall not waive the Marina’s right later to enforce such provision or any other provision of this Agreement. The Contractor agrees to indemnify and hold harmless the Marina for injury or liabilities caused by the Marina, other than gross negligence, related to the Contractor and or their customer.

Failure to comply with any of the aforementioned policies is grounds for immediate revocation of privileges and removal from the Marina property.

By signing below, the Contractor certifies that all requirements and policies of this agreement are understood and will be adhered to by the Contractor and all its employees, agents, suppliers, and subcontractors, and understands that failure to comply with the policies of the Marina and this Agreement will result in the loss of the right to conduct business at the Marina.

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Authorized Contractor Signature

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Washburn Marina Staff

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date