



700 McVey Avenue
P.O. Box 203
Lake Oswego, OR 97034

503-636-1422 Office
503-636-3226 Fax
www.lakecorp.com

BARGE RENTAL RATES & FEES

Effective January 1, 2014

SMALL BARGE (renter-operated*)

- Platform size: 10' x 12'
- Maximum capacity: 2,500 lbs.
- OSMB card REQUIRED if operated by renter
- **\$200.00 per day**
- **\$50.00 nonrefundable reservation fee**

*** LOC to operate under hazardous conditions**

Additional fees (when applicable):

- Barge operator/standby time: \$50.00 per hour
- Cleaning fee: \$25.00
- Silt Curtain (7' x 50' DOT Type 1) \$65 / week minimum
- Staging fee: \$100.00 per day
(To be assessed in the event of disruption of LOC operations by renter's /contractor's materials, vehicles, or equipment on LOC property during period of barge rental)

Large barge rental is available from other contractors on the lake:

- Platform size: 14' x 28'
- Maximum capacity: 35,000 lbs.

Roman Streed (Highview Construction) – (503) 806-1069

Tim Mather (MCM Construction) – (503) 699-9600

LOC BARGE RENTAL FORM

1. RENTER (Homeowner)

Name _____
Address _____
Phone _____ (H) _____ (W)

2. CONTRACTOR

Name _____
Business Name _____
Address _____
Phone _____ (W) _____ (ALT)

3. RENTAL DATE (Monday through Friday only unless by special permission)

Dates Required: _____ Time Required _____
(In the event of large barge rental, barge will be transported only by LOC to and from your location. Weather and boat traffic dependent).

4. LIABILITY WAIVER SIGNED & ATTACHED (office use only)

Yes _____ No _____

OSMB Card Attached

Yes ___ No ___

5. CERTIFICATE OF INSURANCE SIGNED & ATTACHED (office use only)

Yes _____ No _____

Liability insurance limits provided must be at least \$1,000,000 per occurrence and aggregate. The certificate provided must specifically state, **Coverage is provided for barge rental and operation, including but not limited to the barge itself, and damage to other persons and /or property". Lake Oswego Corporation must be added as additional insured, and the Certificate of Insurance must show this coverage.**

6. NATURE OF BUSINESS (please check appropriate item)

- Construction / Demolition (list type) _____
- Maintenance (list type) _____
- Landscaping _____
- Other (list type) _____

7. MATERIALS/EQUIPMENT

Please list out equipment, materials (including any hazardous) and general quantities you will haul on barge. Capacities not to exceed: **2500 lbs**

8. NUMBER OF TRIPS REQUIRED _____

Transportation provided by LOC during hazardous conditions. Transportation fees are in addition to rental fees.

9. FEE PAID Yes _____ No _____ Type _____ (Cash/Check/Visa/MasterCard/Discover) (office use only)

Invoice Name / Address _____
(all rentals must be pre-paid unless previously approved. Invoiced rental payments must be received within 10 days from receipt of invoice)

10. Signed _____ **Date** _____ **Approved** _____

WORK BARGE RELEASE AND INDEMNITY AGREEMENT

I, _____, (address of Contractor or Owner) at _____

request permission to use property (identified as a work barge & outboard motor) and facilities owned by Lake Oswego Corporation and further request permission to operate this craft on Lake Oswego. In consideration of permission being granted by Lake Oswego Corporation and the use of its property and facilities, I hereby release Lake Oswego Corporation, its directors, officers, agents, representatives and employees from any all claims, causes of action or liabilities for any injuries, expense or damage which I maybe sustain as a result of operating this rented work barge on Lake Oswego or using the property and facilities of the Lake Oswego Corporation.

I further agree to indemnify and save harmless Lake Oswego Corporation, its directors, officers, agents, representatives and employees, against any and all damages to property or injuries to or death of any person arising from my use or my agent's use of Lake Oswego or property or facilities of Lake Oswego Corporation, and agree to defend, indemnify and save harmless Lake Oswego Corporation, its directors, officers, agents representatives, and employees, against any and all claims, actions, proceedings, expense and liability whatsoever arising there from.

Name (printed) _____

Name (signed) _____

Date _____

Permission is granted to use & rent the work barge and facilities of Lake Oswego Corporation and to operate same on Lake Oswego for the strict purpose of _____

For the contracted benefit of the following lake owner and/or shareholder who resides at _____

LAKE OSWEGO CORPORATION

LOC LIABILITY WAIVER

RENTER (Homeowner / Contractor)

Name _____

Address _____

Phone _____ (H) _____ (W)

Rental Date(s) _____

I, _____, agree that I will be held liable for any and all damages or losses incurred to LOC equipment, e.g. barge(s), motors, etc. or homeowner or LOC property during the date(s) of this rental agreement.

Renter Signature _____

Date _____

LAKE OSWEGO CORPORATION

**WAIVER, RELEASE AND INDEMNITY
(Third Party Contractor)**

1. **Background.** This Waiver and Release ("**Release**") is executed in connection with entry upon real property located in or adjoining Oswego Lake (the "**Site**") managed by the Lake Oswego Corporation, an Oregon private corporation (the "**Lake Corp.**") for the purpose of _____
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(the "**Use**"). The Lake Corp. has not required or requested Contractor or any other party to perform the work which is the subject of the Use. This Release is effective as of the date hereof. The Lake Corp. Parties (defined below) shall be deemed third party beneficiaries of this Release.

2. **Waiver and Release.** Contractor, for itself, and for all of its employees, officers, directors, members, shareholders, or owners, or any persons for which such entities are responsible, whether as employees, independent contractors or otherwise, and their respective successors and assigns (collectively, the "**Contractor Parties**"), to the extent permitted by applicable law, hereby waives, releases, acquits and forever discharges the Lake Corp., its officers, directors, employees and agents (collectively, the "**Lake Corp. Parties**"), from any and all claims, actions, causes of action, liabilities, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen (except to the extent arising from the negligence or intentional bad acts by the Lake Corp. Parties), which may now exist or may arise in the future on account of or in any way growing out of or in connection with the Use, and any physical characteristic or conditions, whether naturally occurring or arising, and whether on, under, or related to the Site, or any law or regulation applicable thereto. In no event shall the Lake Corp. be liable to Contractor for any loss or damage to tools, equipment, vehicles, materials or supplies, other personal property of any kind or structures of the Contractor Parties.
3. **Indemnity.** To the fullest extent permitted by law, Contractor shall defend with counsel reasonably acceptable to the Lake Corp., indemnify, reimburse and hold harmless the Lake Corp. Parties from and against any and all claims, demands, fines, damages for bodily injury and damage to property, including for loss of use resulting therefrom, to the extent caused by the Contractor Parties (including expert witness costs and fees and attorneys' costs and fees), except to the extent arising from the Lake Corp. Parties' negligence or intentional bad acts. Contractor shall also defend, with counsel reasonably acceptable to the Lake Corp., reimburse, indemnify and hold harmless the Lake Corp. Parties with regard to administrative action, fine or penalty in any way arising from the Contractor Parties' performance of the work for the Use. Except for claims for loss of use as discussed above, in no event shall any party be responsible or liable to any other party for any incidental, consequential, indirect or purely economical damages.

4. **Survival.** The waiver and release provisions in Section 2 of this Release shall be perpetual.

5. **Attorney Fees.** If action becomes necessary in connection with this Release or any rights arising herefrom or hereunder, or to recover damages for breach of any terms of this Release, or to obtain injunctive or other equitable relief, the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs incurred in such action as determined by the arbitrator, arbitration panel or the trial court. In the event of any appeal from the action, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred in such appeal as determined by the appropriate appellate court. The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with the initial investigation of, and determination whether to commence, an action, and all costs associated with discovery depositions, witness fees (expert or otherwise), and out of pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this subsection, the term "action" shall be deemed to include any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in the bankruptcy courts of the United States, or before any arbitrator or arbitration panel.

6. **General Provisions.** This Release shall be (a) governed by and construed in accordance with the substantive laws of the state of Oregon, (b) be binding upon and run for the benefit of the successors and assigns of the parties, (c) enforceable in the state and federal courts located in the state of Oregon, and (d) construed as if each party participated equally in the preparation of this Release. The rights and remedies provided by this Release are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies except as expressly limited herein. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

IN WITNESS WHEREOF, the Contractor executes this Release to and for the benefit of all parties identified above. Contractor acknowledges that it received adequate consideration for the execution and delivery of this Release.

Contractor: _____

By: _____ (signed)

Name: _____

Title: _____

Date: _____