



Port of Brookings Harbor

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Board of Commissioners

Richard Heap, President
Joseph Speir, Vice-President
Sharon Hartung, Secretary/Treasurer
Kenneth Range
Larry Jonas

Boat Yard Work Plan & Agreement

Haul Out Date: _____ Time: _____ AM / PM

Owner/Operator: _____ Phone: (____) _____ -- _____

Mailing Address: _____

Name of Vessel & Doc/Res Number: _____

Boat Length: _____ Boat Beam: _____ Boat Draft: _____ Boat Weight: _____ Tons

Is there anything under the boat we need to watch for? Yes No. What is it: _____

What type of boat is it? Sport Commercial Fleet Sailboat Catamaran Yacht Other

Scope of Work: Routine Maintenance Other _____

This Agreement is subject to the terms and conditions set forth on the Agreement and to the Port of Brookings Harbor ordinances, presently in effect or that become in effect in the future.

I AGREE TO THE TERMS AND CONDITIONS ATTACHED TO THIS DOCUMENT:

Owner/Operator: _____
Signature Date

General Terms and Conditions

- **PORT RESPONSIBILITY:** The Port of Brookings Harbor (“Port”) is responsible for hauling the vessel out of the water with the travel lift and for lifting the vessel off the blocks, travel, and placement of the vessel in the water after the owner places the straps.
- **OWNER/OPERATOR RESPONSIBILITY:** The Owner/Operator (“Licensee”) is responsible for the proper placement of the travel lift straps both hauling out and placing the vessel back in the water.
- **ASSUMPTION OF RISK:** The Owner/Operator acknowledges that haul-out procedures necessarily cause warpage and may cause leakage, especially with wooden boats or metal boats built with rivets. The Owner/Operator expressly agrees that the Owner/Operator is assuming the risk of such leakage or damage when the vessel is hauled out by the Port and agrees to make no claim for any damages whatsoever, but rather assumes the risk for himself/herself. For all claims, demand, suits, actions and proceedings against the Port, of every kind of nature, including without limitation, those sounding in contract or tort or for the breach of warranty, the laws of the State of Oregon shall be, without exception or limitation, binding and controlling law, and damages shall not exceed the amount set forth in the Oregon Tort Claims Act. Any and all suits, actions and proceedings, of every kind and nature

whatsoever, against the Port shall be filed and maintained exclusively in the Circuit or District Court, as appropriate, of the State of Oregon, for the County of Curry.

- **ATTORNEY'S FEES:** If suit or action is instituted in connection with any controversy arising out of a haul out, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees.
- **HOLD HARMLESS:** The obligation of the Port under this Agreement is limited to furnishing a portion of yard space reasonably necessary for vessel maintenance. The Port does not accept vessels or personal property for storage and accepts no responsibility or liability for the safe keeping thereof, including, loss of any kind, theft or damage of any kind or cause. The Owner/Operator is fully responsible for the care and safety of the vessel, its contents and for himself/herself, his/her family, his/her employees or invitees to the Port's premises and agrees to hold the Port harmless and free from claim for any damages, injury or loss resulting from the acts or failure to act of Owner/Operator, his/her family, his/her employees or invitees. All personnel engaged in the haul-out in the vicinity of the vessel after the travel lift arrives with the vessel and stops at the assigned blocking space. The Owner/Operator releases the Port, its officers, directors, Port Manager, employees, and agents from any and all liability of responsibility arising during period when vessel is on blocks at the Port Boat Repair Yard Facility. The Owner/Operator agrees to indemnify and save harmless the Port, its officers, directors, Port Manager, employees, and agents with respect to any and all claims for damage to property or for injury to persons. The Owner/Operator agrees to save, defend, and hold harmless the Port from any liability or claims of damage as a result of the haul out.
- **ENVIRONMENTAL LAWS:** All applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the work under this Agreement are by reference incorporated herein to the same force and affect as if set forth herein in full.
- **RULES AND REGULATIONS:** Owner/Operator agrees to comply at all times with any and all Rules and Regulations promulgated by any Federal, State, Local government authority or this Port. Further, Owner/Operator agrees to abide by special requests made in the interests of public or vessel safety by Port Manager or his/her designee. It is the Owner/Operator's responsibility to stay abreast of all rules and regulations concerning vessel use and the use of Port facilities. A copy of the Port's Ordinance is available from the Port Office or website.
- **ACCEPTANCE OF PREMISES:** Owner/Operator acknowledges he/she has inspected the premises for use under this Agreement and accepts them in their present "AS-IS" condition. Owner/Operator agrees to keep the assigned premises neat, clean, free of hazardous or flammable materials and to preserve the assigned space in as good condition and repair as is now or may be put hereafter by the Port. Clean-up fees will be charged for each man-hour at established rates. Equipment charges and disposal of any material are extra. No sandblasting or spray painting is allowed.
- **SCHEDULING:** A routine maintenance haul-out or launch is not an emergency. An emergency situation exists only when a vessel is distressed to the degree that it is taking on water at a rate that will cause damage that can be prevented by removing the vessel from the water. Non-emergency haul-outs shall be scheduled in advance with Port staff.
- **PAYMENT:** The Owner/Operator agrees to pay in full to the Port of Brookings Harbor any past due fees on the account and all charges incurred during haul-out prior to returning vessel to water or removing from Port premises or at the end of each 30 days the vessel remains in the repair yard, whichever occurs first. Past due accounts will be assessed a late charge of 1.5% per month (18% per annum). In the event, suit or action is instituted to collect any amount owed on this account, the Owner/Operator agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action. Failure to pay for charges or misuse of Port facilities may result in relinquishing all privileges or access to facilities and service of the Port of Brookings Harbor.
- **INDEPENDENT WORK:** Any and all work done on boats is done on behalf of the Owner/Operator and not on behalf of the Port.
- **BINDING EFFECT:** This agreement is binding upon the assignees, heirs, and successors of Owner/Operator.