

PORT OF BROOKINGS HARBOR
Beachfront RV Park Host Agreement

THIS AGREEMENT, made and entered by and between PORT OF BROOKINGS HARBOR, a municipal entity, located at 16330 Lower Harbor Road, Brookings, Oregon 97415, (the “Port”), and _____ (name) residing at Beachfront RV Park, 16035 Boat Basin Rd. Brookings, Oregon 97415 (“Campground Host”), and jointly referred to, together with the Port, as the “Parties”.

Whereas, the Port needs volunteers to serve as Campground Hosts in the Port’s Beachfront RV Park (the “Premises”) from January 1st through December 31st each year, or such other times as a Campground Host may be required; and

Whereas, the above-named Campground Host agrees to volunteer to be a Campground Host and provide such services as a volunteer, under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows.

SECTION 1: RECITALS, SUBJECT AND PURPOSE.

1.1 The above recitals are true and accurate and are incorporated into the Agreement by this reference.

1.2 The Campground Host agrees to provide those campground hosting services at the Premises as set forth in Attachment A (the “Hosting Services”), which is attached hereto and incorporated by reference. Attachment A provides the Campground Host’s obligations and defines the rules governing his/her conduct, responsibilities, and attitude while providing Hosting Services to the Port as a Campground Host.

1.3 Upon commencement of the term of this Agreement defined in Section 2, the Port shall provide appropriate identification to the Campground Host to allow admission to the campground and aid in identifying the Campground Host to park and campground users.

SECTION 2: TERM.

The term of this agreement shall commence on _____ and terminate on _____.

Section 3: CONSIDERATION

The consideration for this Agreement consists of the mutual promises and obligations of the Parties as set forth in this Agreement. It is mutually and expressly understood that the services to be provided by Campground Host to Port shall be donated, and Campground Host shall not be entitled to receive, nor does he/she expect to receive and present or future monetary compensation, wages, salary or other benefits for this/her services, except for the reasonable benefits set forth in below.

In exchange for providing Hosting Services to Port as Campground Host, the Port will furnish the following to the Campground Host:

1. A campsite complete with sewer, water, and electrical service within the Premises (“Campground Host Campsite”);
2. Waiver of the campground fee for the term of this Agreement;
3. Workers’ compensation insurance for the term of this Agreement;
4. Orientation and training to the reasonable extent needed to enable the Campground Host to perform assigned tasks; and
5. A sign at the Campground Host Campsite designating the site as belonging to the Campground Host.

SECTION 4: RELATIONSHIP OF THE PARTIES.

4.1 The Parties acknowledge and agree this Agreement does not create any partnership or joint venture, or any relationship of employer-employee or principal-agent. Neither party has any authority to bind the other to any obligation to any third party, or to hold itself out as authorized by the other to enter into any agreement with or to incur any obligation to any third party. The Campground Host is **not** entitled to any benefits that the Port provides for Port employees, with the exception that the Port will provide workers’ compensation insurance volunteer coverage for the Campground Host.

4.2 The Campground Host agrees to follow the general direction of the Port of Brookings Harbor General Manager (“Port Manager”), or Port Manager’s designee, in performing the Hosting Services.

4.3 The Campground Host will be solely and entirely responsible for himself/herself during the performance of the Hosting Services pursuant to this Agreement. But, the work contemplated herein must meet the advanced approval of the Port pursuant to the provisions of the Agreement.

4.4 The Campground consents to being photographed or recorded, and grants Port a perpetual, non-exclusive, transferrable, and royalty-free license to use his/her image, voice, and likeness (in photo, video, audio, or other format) for commercial or other purposes.

SECTION 5: RELEASE.

5.1 As a volunteer performing host tasks on behalf of the Port, I understand that the Port will secure workers’ compensation insurance to provide workers’ compensation benefits for me in the event that I suffer a compensable injury or death within the course and scope of performing my authorized tasks. In exchange for the Port providing me with volunteer workers’ compensation insurance coverage, I, for myself, my heirs, executors, administrators and assigns, release and forever discharge the Port from any and all demands or claims for damage or injury from any cause of suit or action, known or unknown, that I may have against the Port, and/or its officers, agents or employees, and from all liability under the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, for any and all harm or damage to my health in any manner resulting from or arising out of my authorized hosting tasks.

Campground Host Initials _____

5.2 The above release does not extend to or waive any rights I may have under the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, to defense and indemnification from any demand, claim, suit or action brought against me, or liability I may be subject to, or arising out of my authorized hosting tasks.

5.3 In the event that I am injured while performing my hosting tasks, I will immediately notify the Port Manager or Port office staff and apply for workers' compensation benefits.

Campground Host Initials _____

5.4 Campground Host agrees to indemnify, defend and hold the Port harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorney fees) to the extent caused by the negligence or willful misconduct of the Campground Host in connection with the services to be performed by the Campground Host under the terms of this Agreement.

5.5 To the extent permitted by the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300, the Port agrees to indemnify, defend and hold Campground Host harmless from and against any loss, claim, liability, damage, costs or expense of any kind claimed by third parties (including reasonable attorney fees) caused solely by the negligence or willful misconduct of the Port, its employees or agents in connection with the services to be performed by the Campground Host under the terms of this Agreement.

5.6 The Campground Host and the Port specifically warrant that the foregoing indemnity provisions are the subject of explicit negotiation by the Parties, and are specifically and expressly agreed to in consideration of the mutual benefits derived under the terms of the Agreement herein.

SECTION 6: SCHEDULE / CONFLICT.

6.1 The Campground Host agrees to represent himself/herself as the "Campground Host"; and understands that they will be identified as such. The Campground Host agrees to schedule all volunteer hours in advance with the Beachfront RV Park Manager. The Campground Host shall be permitted to choose the specific hours they will provide Park Host Services, including the general number of hours they will perform the services in any given day or week, subject to the scheduling and minimum hour requirements in Attachment A. The Campground Host shall be permitted to leave the Premises at any time but shall notify the Beachfront RV Park Manager when Campground Host leaves the park during a time when services were to be performed, so alternate arrangements can be made for the provision of the services.

6.2 The Campground Host may not enter into any agreements/arrangements for appearance with any television, radio, newspaper, or other media without the prior review and approval by the Port Manager.

SECTION 7: TERMINATION.

7.1 The Port Manager, or designee, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Host. The Port

Manager, or designee, may terminate this Agreement with or without cause. If this Agreement is terminated by the Port prior to the agreed-upon termination date, the Campground Host will have twenty-four (24) hours to vacate the campground.

7.2 The Campground Host may terminate this Agreement with a minimum of thirty (30) days' written notice, and must vacate the campground by the agreed-upon termination date.

SECTION 8: COMPLIANCE WITH LAWS.

The Parties specifically agree to observe all federal, state, and local laws, and ordinances and regulations, to the extent that they affect the rights and responsibilities outlined in this Agreement.

SECTION 9: MODIFICATION.

No modification or amendment of this Agreement shall be valid until the same is reduced to writing and executed with the same formalities as this Agreement.

SECTION 10: GOVERNING LAW.

This Agreement has and shall be construed as having been made and delivered in the State of Oregon and the laws of the State of Oregon shall be applicable to its construction and enforcement. Any arbitration proceeding, action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision hereto shall be instituted only in Curry County, Oregon.

SECTION 11: WAIVER.

No officer, employee, agent or otherwise of the Port has the power, right or authority to waive any of the conditions or provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any or subsequent breach. All remedies afforded in this Agreement or at law will be cumulative. Failure of the Port to enforce, at any time, any of the provisions of this Agreement or to require at any time performance by Campground Host of any provision hereof shall in no way be construed to be a waiver of such provision, and shall in no way affect the validity of this Agreement, or any part thereof, or the right of the Port to thereafter enforce each and every such provision of this Agreement.

SECTION 15: NOTICES.

All notices called for or provided for in this Agreement shall be in writing and must be served on any of the Parties either personally or by certified mail return receipt requested, sent to the Parties at their respective addresses given below. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

For the purpose of giving notice, the addresses of the Parties are as follows:

Port of Brookings Harbor
Attn: _____
16330 Lower Harbor Road
P.O. Box 848 Brookings, OR 97415

[Name and Address of Campground Host]

SECTION 16: ATTORNEY FEES.

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom, or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other party reasonable attorney fees to be determined by the court or arbitrator(s). In addition to recovery of reasonable attorney fees, the prevailing party shall be entitled to recover from the other, costs and disbursements, including all costs of arbitration and the arbitrator(s) fees, and expert witness fees, as fixed by the court or tribunal in which the case is heard.

In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other reasonable attorney fees for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recovery from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

SECTION 17: ARBITRATION.

Any controversy or claim arising out of or relating to this agreement, including, without limitation, the construction, performance or interpretation of this Agreement, shall be settled by arbitration in Curry County, Oregon, and any judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

17.1 Any party asserting a claim arising out of or relating to this Agreement may make a written demand for arbitration. In this event, the Parties shall agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. If the Parties cannot agree within thirty (30) days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of the Circuit Court of Curry County. The dispute shall be heard by the arbitrator selected within ninety (90) days thereafter, unless the Parties agree otherwise.

17.2 The Parties will pay their own costs of arbitration, and each will be obligated to pay one half of the arbitrator's fee. The provision of Section 16 shall also apply to arbitration, and in the event of arbitration under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney fees and related costs.

17.3 If arbitration is commenced, the Parties agree to permit discovery proceedings of the type provided by the Oregon Rules of Civil Procedure both in advance of, and during recess of, the arbitration hearings. ORS 183.450(1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrator's award. Each party shall be entitled to present evidence and oral and written arguments to the arbitrator. The arbitrator shall give written notice to the Parties stating the arbitration determination and shall

furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the Parties. The Parties agree that all facts and other information relating to any arbitration arising under this agreement shall be kept confidential to the fullest extent permitted by law.

17.4 The Parties agree that the arbitrator shall have no jurisdiction to render an award and/or judgment for punitive damages. The Parties agree that the decision of the arbitrator shall be final and binding on the Parties and a judgment may be entered on the arbitrator's award. Unless otherwise inconsistent herewith, the provisions of ORS Chapter 36 shall apply to any arbitration hereunder. The duty to arbitrate shall survive the cancellation or termination of this Agreement.

17.5 Service of process in connection with the arbitration shall be made by certified mail. In any judicial proceeding to enforce this Agreement to arbitrate, the only issues to be determined shall be the existence of the agreement to arbitrate and the failure of one party to comply with that agreement, and those issues shall be determined summarily by the court without a jury. All other issues shall be decided by the arbitrator, whose decision thereon shall be final and binding. There may be no appeal of an order compelling arbitration except as part of an appeal concerning confirmation of the decision of the arbitrator.

17.6 Neither party shall institute any legal proceeding against the other to enforce any right hereunder or for breach hereof, except that either party may institute litigation (i) to enforce its rights of arbitration hereunder (ii) to confirm and have judgment entered upon any arbitration award issued hereunder, and (iii) to stay the running of any statute of limitation or prevent any other occurrence (including, without limitation, the passage of time) which would constitute laches, estoppel, waiver or any other such legal consequence that suit is necessary to avoid, provided, however, that neither party shall pursue litigation under item (iii) beyond such action as is necessary to prevent prejudice to its cause of action pending ultimate resolution by arbitration under this Section.

17.7 If any dispute between the Parties arises from or in connection with any claim of litigation initiated by any third party (either as claimant, plaintiff, counterclaimant, or defendant/third-party plaintiff), then, unless the Parties agree otherwise, the resolution of that dispute under the arbitration provisions of this Section may at the option of either party be deferred until the resolution of that third-party claim or litigation, provided, however that in the event of any such dispute in connection with a claim or litigation so initiated by a third party, either party may at any time initiate arbitration under this Section 17 to determine prospective liability between the Parties upon facts which are stipulated, admitted solely for the purpose of arbitrating prospective liability, or not reasonably in dispute. The issue of whether any fact is "reasonably in dispute" under the preceding sentence shall be subject to mandatory arbitration hereunder upon the demand of either party. In the event the Port is made a party to such claim or litigation so initiated by a third party, the Port shall select its own counsel and have complete control over all claim or litigation decisions concerning its participation in that claim or litigation, regardless of whether the Port is required to, or in fact does, initiate a crossclaim, counterclaim, or third-party claim under Subclause (iii) of Subsection 17.7 above, and regardless of Campground Host's indemnity obligations under Section 5 above.

SECTION 18: HEADINGS.

The Section headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to, and shall be deemed to, define, limit or extend the scope or intent of the sections to which they appertain.

SECTION 19: EFFECTIVE DATE.

This Agreement shall be effective as of the date of the last party signing the Agreement.

IN WITNESS WHEREOF, the PARTIES have executed this agreement on the date accompanying their signature block.

PORT OF BROOKING HARBOR

By: Travis Webster – Port Manager

Signed this ___ day of _____, 20__.

CAMPGROUND HOST

Signature

(Print Name)

Signed this ___ day of _____, 20__.

Attachment A

The Campground Host volunteers to provide Port with the following Hosting Services:

1. Serve as a liaison between campground users and Port staff;
2. Assist visitors/campers by providing information about the park, answering questions, and explaining rules;
3. Keep track of occupied and reserved sites and direct campers to vacant sites;
4. Keep watch for activities within the campground requiring immediate attention;
5. Contact Port staff and/or law enforcement when emergencies occur;
6. Pick up litter in and around campsites;
7. Report any damaged tables, trees or equipment to Port Staff.

The Campground Host additionally agrees to the following:

1. Commit to a minimum of a four-week schedule, with the specific number of weeks and time of providing Hosting Services subject to negotiations with Port staff;
2. Reside at the Campground Host Campsite complete with sewer, water, and electrical service for the Term of the Agreement and display the identifying sign which reads "Camp Host";
3. Provide an insured recreational vehicle camping unit;
4. Provide Hosting Services a minimum of 20 hours per week, with the specific days and times to provide Hosting Services to be agreed to by the Beachfront RV Park Manager.;
5. When providing Hosting Services, be on duty and therefore available to park visitors five days a week, including weekends and holidays; from 5:00 p.m. to 10:00 p.m., or as needed.
6. Comply with Port rules and regulations;
7. Provide their own camping gear and personal items, and set an example as a model camper by practicing good housekeeping and being courteous and helpful to the public.

The Campground Host also agrees not to do the following:

1. To take any actions typically performed by law enforcement;

2. Provide services outside the scope of duties as outlined in this Agreement.

The Campground Host will adhere to the following every shift:

- 1) When you begin your shift, tour the park and verify occupancy of guests by comparing them to the Housekeeping list. If there is a guest without a tag, contact that guest and make sure they have paid.
- 2) During your shift, make at least 2 tours through the park, verifying ALL guests. Make sure there aren't any disturbances in the park and if you see anything or anyone that shouldn't be here or doing anything against park rules/law, contact Knight Security or law enforcement.
- 3) Assist incoming guests to locate available spaces. Inform all guests to stop by the RV Park office to complete full payment and collect paperwork for their stay.
- 4) Lock front gate promptly at 10:00pm, NO LATER AND NO EARLIER. Unlock the front gate at 7:00am.
- 5) If there are any emergencies, call: 911**
- 6) We have spontaneous weather, so when it permits, and the ocean waves become a threat to our guests, you need to alert our park guests no matter the time.**
- 7) If you notice someone leaving large items of trash at their site or near one of our dumpsters or garbage cans, take note and give it to the office the next morning.
- 8) It is your responsibility to keep your site clean as we expect our guests to. (i.e. garbage, pets, vehicles, RV or 5th wheel needs to be clean on the outside).
- 9) If you can't provide Hosting Services for a period of time, you must provide 3 days advance notice to Port. If you can't provide Hosting Services for a period of time that exceeds 24 hours, then you must provide 2 weeks advance notice to Port.

Campground Host Signature

Date