



Port of Brookings Harbor

This Institution is an Equal Opportunity Provider

Gear Storage Services

Date: _____ Owner Name: _____

Vessel Name: _____

Items Stored: Crab Pots Doors Nets Reels Outriggers Shrimp Sorter Tables Crab Tanks

Other: _____

Location: _____

Lot Number: _____ Measured By: _____

Area Size: _____ Square Footage: _____

Charge By: Annual or Monthly (Circle One) Cost Per Square Foot: _____

Total Cost: Monthly _____ Annual _____

Gear Storage Terms and Conditions

User is responsible for notifying the port office if there are any modifications to this agreement, or in the event of cancellation. Any modifications in size must be made with prior approval by the Port Manager.

In Consideration of the mutual promise herein contained, the parties agree as follows:

1. The Port of Brookings Harbor hereby grants to User the right to occupy and use, subject to all terms and conditions hereof, the above specified Gear Storage lot(s).
2. In consideration for use of premises, User agrees to pay the above amount to the Port of Brookings Harbor, in accordance with the rates and regulations outlined in the port Ordinance 4.38.

4.38 Lot storage will be handled as follows:

4.38.1 No gear shall be left upon Port properties without the written permission of the Port office, except pursuant to a completed and accepted Port Use Agreement. The Port must be notified of the proposed storage prior to use of Port properties for storage.

4.38.2 Short term storage for working gear only (as defined by the Port) will be allowed. The Port reserves the right to assign location of gear storage.

4.38.3 The resident fleet will be given priority on lot storage space.

4.38.4 Each item stored at Port facilities shall be marked with a tag containing the name and number of the vessel to which the gear belongs, and the name and address of the registered

owner/operator. A single tag may be utilized for each group of crab pots or similar fishing gear if the tag specifies the number of crab pots or similar fishing gear included in the group.

4.38.5 Removal of fishing gear must have owner approval (the owner may delegate, in writing, a representative, i.e., the skipper of the vessel).

4.38.6 Port equipment used for the movement or placement of gear shall be operated by Port personnel only unless otherwise authorized by the Harbormaster.

4.38.7 The Port reserves the right to move stored property for better utilization of Port properties or to protect the property of others. The Port assumes no liability for loss or damage to stored property. The vessel owner/operator is responsible for any and all additional charges incurred by impoundment or removal.

4.38.8 Unidentified gear shall be deemed abandoned and may, immediately and without notice, be moved and placed in storage or sold in the manner provided by this Ordinance or pursuant to ORS 87.152 to 87.212.

3. The premises may be occupied and used solely for the purpose of storage of equipment. It is understood and agreed that User shall not erect any structure on the premises without the express written consent of the Port of Brookings Harbor.

4. User expressly release the Port from any obligation to protect the subject property from vandalism, theft, natural disaster, or other similar occurrences, and agrees to hold the Port harmless from any claims that may arise from the use thereof.

5. At the termination of this agreement, User shall vacate the subject premises, leaving the space in as good of condition as it was at the time of initial occupancy, and User further agrees to reimburse the Port for any expenses the Port may incur for cleanup of the premises necessitated by the use under this agreement.

6. Either party may terminate this agreement by giving not less than five (5) days written notice to the other specifying the date of termination. Delivery of the notice shall be considered completed upon receipt by the respective parties. User understands that payment made in advance for the premises is non-refundable.

7. Tenancy beyond the termination date shall not be allowed without the expressed written consent of the Port of Brookings Harbor. Items not removed from the Port within twenty-four (24) hours of the date of termination will be impounded and are subject to sale at public auction.

8. There shall be no right or option to renew this agreement, or to reassign the same in whole or in part.

9. The Port of Brookings Harbor may terminate this agreement for a higher and/or better use; such higher and/or better use to be determined by the Port of Brookings Harbor Board of Commissioners.

THE UNDERSIGNED HEREBY AGREES, AS PART OF THE CONSIDERATION FOR RENTAL OF STORAGE SPACE, TO COMPLY WITH ALL ORDINANCES, RULES, REGULATIONS, AND POLICIES GOVERNING THE USE OF PORT FACILITIES AND FURTHER AGREES TO WAIVE ALL CLAIMS AGAINST THE PORT OF BROOKINGS HARBOR. TO HOLD THE PORT HARMLESS FROM ANY AND ALL CLAIMS OF WHATEVER KIND ARISING OUT OF MOVEMENT BY THE PORT OF EQUIPMENT OWNED OR OPERATED BY THE UNDERSIGNED, WHETHER SUCH MOVEMENT IS DUE TO AN EMERGENCY OR DELINQUENT STORAGE RENTAL. UNDERSIGNED FURTHER AGREES TO IMMEDIATELY NOTIFY THE PORT OF BROOKINGS HARBOR UPON REMOVAL OF GEAR TO DISCONTINUE BILLING.

Terms: Due upon receipt. Past due accounts will be assessed at a late charge of 1.6% per month (19% per annum). In the event, suit or action is instituted to collect any amount owed on this account, the undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action.

Signed: _____

Port of Brookings Harbor: _____

Date: _____