

**Port of Brookings Harbor  
Moorage License Agreement  
General Terms and Conditions**

1. **MOORAGE OR STORAGE SPACE:** The Port of Brookings-Harbor (“Port”) grants to the designated Owner/Operator (“Licensee”) a license for moorage of the designated vessel in the moorage space identified on the front of this Agreement and/or for the use of certain lots identified herein for the purpose of boat, trailer or gear storage. The Port reserves the right in its sole discretion and without notice to reassign any vessel or the stored material to an alternate site of the Port’s choosing, permanently or temporarily, to accommodate emergency situations, repairs or administrative needs.
2. **FEES & CHARGES: FEES ARE BASED ON SIZE OF SLIP OR LENGTH OF BOAT, WHICH IS THE GREATER.** Fees for moorage and yard storage are due and payable in advance for the entire term of this Agreement and is **NON-REFUNDABLE**. Payment plans may be arranged in advance and in writing under certain circumstances. In addition to items covers specifically in this Agreement, Licensee agrees to pay whatever other fees or charges for additional services provided by the Port. The Port shall have right to recover any and all costs associated with the collection of any sums hereunder, whether or not suit is filed, or incurred in the salvage, termination, removal or sale of the vessel or personal property pursuant to this Agreement or any applicable Port ordinance. All rentals which are thirty (30) days past due shall accrue a late payment charge of \$1.00 or 1.5% (18.0% APR), whichever is greater.
3. **UTILITIES:** The Port does not guarantee the functionality, continuity or characteristics of the electricity or water provided by the Port. All risk associated with electricity supply, including risk to any of the vessel’s electrical components or circuitry is entirely at Licensee’s risk. Licensee is responsible for all utility charges incurred during the term of moorage, whether the vessel is physically in the assigned slip or not.
4. **RULES AND REGULATIONS:** Licensee agrees to comply at all times with any and all rules and regulations promulgated by any federal, state, local or this Port. Further, Licensee agrees to abide by special requests made in the interests of public or vessel safety by the Harbor Master or his designee. It is Licensee’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 rules and regulations are available from the Port office.
5. **INSURANCE:** Licensee agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. The Port of Brookings Harbor shall be named as additional insured. A copy of said insurance shall be provided to the Port. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate.
6. **VESSEL ACCESS:** Licensee grants the Port free access at all times to the vessel for purpose of inspection for compliance with this Agreement or with Port ordinances, movement of the vessel, fighting fire or other casualty, or at the discretion of the Port, the prevention of any casualty or potential hazard. The Port assumes no responsibility for any damage that may occur arising from the assertion of this right.
7. **WAIVER OF RESPONSIBILITY:** The obligation of the Port under this Agreement is limited to furnishing that portion of dock or land space reasonably necessary for vessel moorage or placement of Licensee’s personal property. 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. Licensee is fully responsible for himself, his family, his 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 Licensee, his family, his employees or invitees.
8. **ACCEPTANCE OF PREMISES:** Licensee acknowledges he has inspected the premises for use under this Agreement and accepts them in their present “AS-IS” condition. Licensee 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.
9. **CONDITION OF VESSEL:** Licensee shall keep the vessel in seaworthy condition and fully operable at all times while in the water and shall secure and otherwise attend to the needs of the vessel. Failure to do so may result in the vessel being deemed a hazardous vessel in accordance with Port ordinance and removed at Licensees risk and expense. Licensee understands that this action is taken to protect the Port and does not imply any responsibility for storage on the part of the Port.
10. **ASSIGNMENT, TRANSFER AND SUB-LEASE:** This license is not assignable, transferable to any other party. Licensee may replace vessel with another of like size but must notify the Port immediately of the vessels particulars. Licensee may change operators but must notify the Port within 5 days with the particulars of the new operator, including name, address and telephone. Licensee must notify the Port within 10 days of the sale of the vessel and the vessel must be removed or the new owner must make application for a new license which may or may not be granted by the Port, at the Ports sole discretion.

**11. MOORAGE RENEWAL AND TERMINATION:**

Vessels or personal property remaining on the Port's premises after the expiration of this license shall be deemed abandoned and subject to removal or sale by the Port. Port may, upon 30 days written notice cancel long term moorage licenses for repeated violations of Port ordinances, rules or regulations.

**12. PORT'S RIGHTS UPON NON-PAYMENT OR**

**ABANDONMENT:** Any vessel or personal property deemed to be abandoned for any of the reasons stated herein is subject to seizure by the Port. A vessel or personal property shall be deemed abandoned thirty (30) days from the due date of payment or the failure to renew and prepay the license. Port may chain, lock or remove the vessel or the personal property from its assigned location on the Port premises at its sole discretion and refuse access by Licensee to such property until all accounts are paid in full including the Ports costs of seizure, including attorney fees and other costs of collection. The Port shall not be responsible for any loss or damage to the vessel or personal property so seized during the entire time said vessel or personal property remains in the Port's possession. At any time following the date of seizure the Port's, in its sole discretion, may offer for sale to the highest bidder, upon public notice in accordance with the Port's ordinance, the vessel or property so seized.

**13. CHANGE OF ADDRESS:** Licensee is responsible to notify the Port of any change of mail or email address or change of telephone number. All billings will be deemed delivered when mailed to the address of record supplied by Licensee.

**14. NON-WAIVER AND JURISDICTION:** The failure of the Port to enforce all or any part of this Agreement shall not constitute a waiver of any rights, including that which may have failed to enforce, the Port may have under this Agreement and it. This Agreement shall be construed under the laws of the State of Oregon.

**15. "LESSEE" FURTHER AGREES:**

- No moorage will be allowed unless designated by the Port Manager or his representative. The right is reserved to refuse moorage if in the best interest of the "PORT".

- Departure from or cancellation of moorage or repair or storage yard space will not be recognized unless the "PORT" office is notified by the owner or operator and a record is made of same.
- Yearly moorage rates are described as paid in advance for one full year.
- All moorage rates will be paid according to overall length of "VESSEL" or length of finger dock, whichever is greater.
- Yearly moorage rates not renewed by full payment within thirty (30) days of due date become delinquent and automatically revert to the monthly rate charge.
- All rentals which are thirty (30) days past due shall accrue a late payment charge of \$1.00 or 1.5% (18.0% APR), whichever is greater.
- All rates and charges of any "PORT" facilities or services are considered on a NO REFUND basis.
- Personal subleasing of any "PORT" facilities is prohibited.
- 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.
- The storage is a matter of license to use space rather than a bailment. "LESSEE" agrees to hold "PORT" harmless from any responsibility for preservation, security, or protection of items stored within the storage facility.
- No fabrication or repair of hull, wheelhouse cabin or deck gear.
- No sandblasting, welding or fiber glassing.
- No exterior painting of hull, cabin, deck gear or trailers.
- No storage of hazardous materials or chemicals.
- All items to be stored must be kept on board "VESSEL".
- No storage of miscellaneous gear will be allowed on the ground around "VESSEL". (Exception) Sailboat masts not attached to "VESSEL" may be stored adjacent to "VESSEL".
- No electrical service is available in storage yard without prior arrangements made with Harbormaster or Port Manager. Additional fees will be charged for this service.
- Moorage holder further agrees that before over the water "VESSEL" maintenance and repairs take place at the Port of Brookings Harbor, the "PORT" will be immediately contacted to ensure conformity with the State of Oregon Best Management Practices.