



Port of Brookings Harbor
 16330 Lower Harbor Road / PO Box 848
 Brookings, Oregon 97415
 Phone (541) 469-2218
 Fax (541) 359-3999
 www.portofbrookingsharbor.com

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

MOORAGE LICENSE AGREEMENT

Slip No.: _____ Permit No.: _____

BILL TO: Owner Operator

BOAT OWNER PHYSICAL ADDRESS:

Name: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: (_____) _____ - _____
 Cell Phone: (_____) _____ - _____
 Email: _____

BOAT OWNER BILLING ADDRESS:

Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: (_____) _____ - _____
 Email: _____
 Driver's License Verification: Yes No
 Commercial Fishing License: Yes No N/A
 Proof of Ownership: Bill of Sale or Registration/Title

GUARANTOR FOR CORPORATE OWNER/OPERATOR

Name: _____
 Address: _____
 City: _____ St: _____ Zip: _____
 Telephone: (_____) _____ - _____
 Cell Phone: (_____) _____ - _____
 Email: _____

IN CASE OF EMERGENCY PLEASE NOTIFY:

(When Owner/Operator is away and cannot be reached)

Name _____
 Telephone: (_____) _____ - _____

INSURANCE INFORMATION:

Insurance Co.: _____
 Policy #: _____
 Exp. Date: _____

BOAT INFORMATION:

Boat Name _____
 Reg / Doc #: _____
 Length Overall: _____ Beam: _____ Draft: _____
 Year: _____ Make: _____

Check all that apply: Sail Inboard Outboard
 Other: _____

Recreational Commercial Charter

MOORAGE LICENSE TERM & TYPE:

From _____ To _____

Type: Recreational Commercial

Annual Semiannual Monthly Weekly

Daily Transient Other _____

Fee*: _____

This Moorage License Agreement is subject to the terms and conditions set forth on the Moorage License Agreement and to the Port of Brookings Harbor ordinances, presently in effect or that become in effect in the future, and which may be accessed on the Port's website.

Renewal letter will be sent out 60 days prior to expiration date. Fees for moorage are due and payable in advance for the entire term. Moorage License Agreements that are not signed will be terminated 30 days after the renewal date.

Permission to "live-aboard" and "Storage" must be specifically authorized in writing by the Port of Brookings Harbor by separate agreement.

*Moorage fees are payable in advance. Moorage agreement automatically reverts to a monthly rate if not paid in full within 30 days. Past due accounts will be assessed a late charge of \$1.00 or 1.5% per month (18% per annum) whichever is greater. 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. A \$50.00 fee will be assessed on any Return Payment.

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

Owner/Operator:

Port of Brookings Harbor Representative:

Signature

Date

Signature

Guarantor(s) for Corporate Owner/Operator

Signature

Date

Signature

Date

**PORT OF BROOKINGS HARBOR
MARINA BEST MANAGEMENT PRACTICES**

ENGINES AND BILGES

- Use absorbent bilge pads or socks to soak up oil and fuel.
- Recycle and/or dispose of petroleum products properly.
- Dispose of used oil filters properly and make sure they are thoroughly drained.
- Do NOT discharge bilge water if there is a sheen to it.
- Do NOT dispose of any fuels or used oil in the marina's dumpsters.
- Contact the Port Office for the nearest oil recycling locations.
- Fueling of boats inside marina slips is prohibited.
- Immediately report all releases of fuels, oils and observed sheens on water.

PAINTING AND VARNISHING

- It is prohibited to do any in-water hull scraping or any process that occurs underwater which removes paint from the boat hull.
- Limit the amount of open solvents or paints on dock to one gallon or less.
- Always mix paints and epoxy over tarp.
- Always use a drip pan and/or drop cloth (tarp) when painting.
- Spray painting is not allowed within the marina.
- Do NOT dispose of paints or solvents in the marina's dumpster.

SURFACE PREPARATION

- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps.
- Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander.
- Stretch tarps between the side of the boat and the dock when working over the water.

SEWAGE

- Untreated sewage should never be discharged directly overboard.
- Store sewage in holding tanks and dispose of properly at pump-out stations.
- Ensure Marina Sanitation Devices (MSD's) Type I and II systems are working properly and discharge the treated waste only when your boat is underway (in coastal waters and rivers navigable from the ocean). **DO NOT DISCHARGE ANY MSD** while moored in the marina or at any time on inland lakes and reservoirs.
- Type III MSD's are NOT treatment systems; they are only holding tanks and are always required to use pump-out stations.
- Use shore-side facilities as often as possible.

SOLID WASTE DISPOSAL

- Pets must remain on a leash at all times and immediately pick up after your pet and dispose of the waste in a garbage receptacle.
- Harvested fish must be cleaned using the designated fish cleaning stations or on vessels and disposed of properly. All solid fish waste must be disposed of into garbage receptacles or as approved by OSMB, as it is illegal to dispose of fish carcasses in Oregon waterways.
- Dispose of all garbage in the proper shore-side receptacles.
- Recycle all plastics, newspapers, cardboard and aluminum in appropriate receptacles.

No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes.

Unattended storage items are not allowed on marina docks.

**ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. CONTACT THE PORT OFFICE FOR
MORE INFORMATION AT: (541) 469-2218**

Thank you for helping us to protect the environment and keep a clean and enjoyable facility!

Moorage License Agreement

General Terms and Conditions

1. **MOORAGE 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. The Port reserves the right in its sole discretion and without notice to reassign any vessel or 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, WHICHEVER IS THE GREATER.** Fees for moorage are due and payable in advance for the entire term of this Agreement. Moorage fees are **NON-REFUNDABLE** in whole or in part for daily, weekly, monthly and semiannual payments. Annual moorage, upon 30-days’ notice from Licensee, will be refunded on a pro-rated basis at monthly rates. In addition to items covered 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, including attorney fees, 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. Past due accounts will be assessed a late charge of \$1.00 or 1.5% per month (18% per annum) 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. Water, power and trash are included in the moorage rate. Licensee is responsible for any abuse of utilities and will be charged accordingly 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 Port Manager or his/her 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 Ordinance is available from the Port Office or website.
5. **INSURANCE:** Licensee agrees to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000. Said policy must include coverage for wreckage removal and fuel spill liability. The policy shall be endorsed to add the Port of Brookings Harbor as an additional insured and to provide not less than 30 day advance notice to the Port of any cancellation or modification of the policy. 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 a portion of dock space reasonably necessary for vessel moorage. 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, his invitees to the Port’s premises, and for the vessel, and agrees to hold the Port harmless and free from all expense, including attorney fees, for claims for any damages, injury or loss resulting from the acts or omissions of Licensee, his family, his employees, invitees or arising from the vessel.
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. Unattended storage items are not allowed on marina docks.
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. Upon the request of Port Licensee will promptly provide Port with a current report prepared by a marine surveyor accepted or approved by the Port confirming the seaworthiness of the vessel. All new semi-annual or annual moorage vessels to the Port of Brookings Harbor 30 years or older to provide a copy of marine survey conducted within the last 12 months.
10. **ASSIGNMENT, TRANSFER AND SUB-LEASE:** This license is not assignable or transferable to any other party. Licensee may replace vessel with another of like size with

the prior written consent of the Port, which consent shall be at the Port's sole discretion. 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 at least 10 days prior to any sale of the vessel and prior to any transfer of title to the vessel the vessel must be removed or the new owner must be accepted as a new Licensee by the Port in writing, which acceptance shall be at the Ports sole discretion.

11. MOORAGE RENEWAL AND TERMINATION:

Vessels remaining on the Port's premises after the expiration of this agreement shall be deemed abandoned and subject to removal or sale by the Port, and the moorage fee shall thereafter be increased by 150% and continue to accrue until the vessel is removed, but the continuing accrual of moorage fees or payment thereof after termination shall not affect the effectiveness of the termination of this Agreement unless otherwise agreed in writing. The Port may, upon 30 days written notice cancel long term Moorage License Agreement for repeated violations of Port Ordinances, Rules or Regulations.

12. PORT'S RIGHTS UPON NON-PAYMENT OR

ABANDONMENT: Any vessel deemed to be abandoned for any of the reasons stated herein is subject to seizure by the Port. A vessel shall be deemed abandoned thirty (30) days from the due date of payment or the failure to renew and prepay the license. The Port may chain, lock or remove the vessel 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 seized during the entire time said vessel remains in the Port's possession. At any time following the date of seizure the Port, 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 mailing address 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, under this Agreement. This Agreement shall be construed under the laws of the State of Oregon.

15. PERSONAL GUARANTY OF PRINCIPAL OF CORPORATE OWNER/OPERATOR: All Moorage License Agreements with corporate Owners or Operators must be personally guaranteed by one or more controlling principal(s) of the corporate Owner/Operator. Any and all

Guarantor(s) signing this Agreement acknowledge that they are personally benefitted by this Agreement, and that they unconditionally guarantee the timely performance of all of the Licensee's obligations hereunder. The liability of each Guarantor under this Guaranty is not limited and extends to all of Licensee's obligations hereunder, including indemnities. The liability of each Guarantor is continuing, joint and several, and continues until all of Licensee's obligations hereunder have been fully satisfied. Guarantor(s) shall not be released by or because of the taking, or failure to take, any action that might in any manner or to any extent vary the risks of Guarantor under the Guaranty or that, but for this paragraph, might discharge or otherwise reduce, limit, or modify Guarantor's obligations under this Guaranty. Guarantor waives and surrenders to the fullest extent allowed by law any defense to any liability under this Guaranty based upon any such action by or on behalf of the Port. It is the express intent of Guarantor that Guarantor's obligations under this Guaranty are and shall be absolute, unconditional, and irrevocable. Guarantor agrees to pay all reasonable attorneys' fees and all other costs and expenses that may be incurred by the Port in the enforcement of the Guaranty or in the preservation, protection, or enforcement of any rights of the Port in any case commenced by or against Guarantor under the Bankruptcy Code (Title 11, United States Code) or any similar or successor statute.

16. "LICENSEE" FURTHER AGREES:

- No moorage will be allowed unless designated by the Port Manager or his/her representative. The right is reserved to refuse moorage if in the best interest of the "PORT".
- Departure from or cancellation of moorage space will not be recognized unless the "PORT" office is notified by the owner or operator and a record is made of the departure or cancellation.
- Annual 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 dock, whichever is greater.
- Annual 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. Annual moorage, upon 30-days' notice from Licensee, will be refunded on a pro-rated basis at monthly rates.
- Personal subleasing or sublicensing 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. "LICENSEE" 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 or deck gear.
- No storage of hazardous materials or chemicals.
- All items must be kept on board "VESSEL".
- No storage of miscellaneous gear will be allowed on the docks around "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.
- Licensee 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.
- The Port expressly retains, and does not waive, all rights and remedies provided under federal admiralty law.