

Repair Yard Work Plan



PORT
of
**BROOKINGS
HARBOR**

P.O. Box 848
Brookings, OR 97415
U.S.A
(541)469-2218

Date: _____

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 Sail Boat Catamaran Yacht Other

Scope of Work: _____

Date/Time of Haul-Out: _____ Completion Date: _____

Estimated Time Out: _____

Signature: _____ Date: _____

Adopted by the Board of Commissioners
February 27, 2017
Resolution: 470

Travel Lift Haul Out: 50-Ton Maximum Weight

<input type="checkbox"/> Round Trip	\$9.50	per ft for less than 40 ft	
<input type="checkbox"/> One Way	\$11.50	per ft for greater than 40 ft	60% of round trip rate

Remain in strap:

<input type="checkbox"/> Additional to Haul Out	\$194.00	per hour	1 Hour Minimum
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Lift to trailer:

<input type="checkbox"/> Additional to Haul Out	\$194.00	per hour	1 Hour Minimum
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Moving after being blocked:

<input type="checkbox"/> Additional to Haul Out	\$194.00	per hour	1 Hour Minimum
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Yard Days:

<input type="checkbox"/> The First and Last Day No Charge	\$1.00	per foot per day	
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Other Services: (if equipment is available)

<input type="checkbox"/> Boat Wash (Pressure Washer)	\$1.50	per foot per hour	\$50.00	Minimum
<input type="checkbox"/> Stepping Mast One Way	\$126.00	per hour		
<input type="checkbox"/> Forklift, 5 ton	\$63.00	per hour		30 Min Minimum
<input type="checkbox"/> 12K Telehandler	\$126.00	per hour		30 Min Minimum
<input type="checkbox"/> Port Boat	\$126.00	per hour		1 Hour Minimum
<input type="checkbox"/> Boat Pump Out	\$105.00	per hour		

Extra Labor:

<input type="checkbox"/> 8:00am - 5:00pm on Weekdays	\$100.00	per hour		1 Hour Minimum
<input type="checkbox"/> Before/After Hours, Weekends, Holidays	\$120.00	per hour		1 Hour Minimum

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.

Haul-out and repair yard charges must be paid in full prior to launch or at the end of each 30 days the vessel remains in the repair yard.

Removal of abandoned vessel / property per Port Ordinance 2.10

Boat Yard Rates will be reviewed annually

Note: New rates in affect July 1, 2019

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Total Due: _____

Agreement to Release from Liability and to Indemnify

The Port of Brookings Harbor is responsible for hauling the vessel out of the water with the travel lift.

The Port is responsible for lifting the vessel off the blocks, travel, and placement of the vessel in the water after the owner places the straps.

The boat owner is responsible for the proper placement of the travel lift straps both hauling and placing back in the water.

The boat owner is responsible for the care and safety of the vessel, its contents and 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 boat owner releases the Port of Brookings harbor, 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 Storage and Repair Facility.

The boat owner 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 boat owner 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.

The boat owner agrees to save, defend, and hold harmless the Port from any liability or claims of damage as a result of the haul out.

The boat owner acknowledges that haul out procedures necessarily cause warpage and may cause leakage, especially with wooden boats or metal boats built with rivets.

The boat owner expressly agrees that boat owner 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 themselves. 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.

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.

Terms: Due upon receipt. 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 undersigned applicant agrees to pay any reasonable attorney fees, collection agency fees and any other costs associated with such action.

This agreement is binding to signees, his heirs and successors.

Owner / Authorized Agent

Date

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Yard Rules

- 1) Boats will not be moved until the boat has become as light as possible.
- 2) Boats will not be moved until workspace is picked up and trash is disposed or appropriately.
- 3) Trash: Users are responsible for all of their own waste disposal including construction generated debris. A dumpster is to be present during all yard work activities. Users must provide their own trash receptacles. Coordinate with the Port for dumpster drop-off location.
- 4) Boat Wash: Do not use bleach. When finished, users must collect and dispose of debris.
- 5) Tarps: Users must provide their own 20'x 40' tarp for ground cover. Tarps must be used under boats when sanding, scraping or painting. Clean tarps daily so chips will not blow away. Place debris in plastic bags and then into dumpster.
- 6) Paints: Do not store paint or chemicals on the ground. Do not discard cans with paint remaining in them in the garbage.
- 7) No sandblasting in the yard.
- 8) No spray painting in the yard.
- 9) All yard bills must be paid before launch.

KEEP THE YARD CLEAN AND ENVIRONMENTALLY SAFE

If Port personnel do cleanup of the area there will be a charge of \$100.00 per man-hour.

Owner / Operator Signature

Date

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