



**PORT OF BANDON
P.O. BOX 206
390 FIRST ST SW
BANDON, OREGON 97411**

**Mon.-Fri. 8:30am-4:30pm
TEL: (541) 347-3206
FAX: (541) 347-4645
port@portofbandon.com
After Hr. Emergency
(541) 347-2214
After Hr. Moorage
(541) 290-9855**

Date _____

Moorage License and Port Use Agreement

Slip Number: _____

Boat Name: _____

Owner/Operator: _____

Boat Mfg: _____

Home Address: _____

O/A Length: _____ Beam: _____ Draft: _____

Doc/Registration # _____

Cell Phone: _____

Home Port: _____

Telephone: _____

(Circle All That Apply) Sport Commercial

Business/Employer: _____

Sail Inboard Outboard Gas Diesel

Address: _____

Legal Owner (If other than name on left)

Name: _____

Business Telephone: _____

Address: _____

Drivers License #: _____

Insurance Agent: _____

Telephone #: _____

Moorage License Term: Daily Monthly Quarterly Annual

Amount Paid _____ Cash _____ Check# _____ **START DATE** _____

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

Name: _____

Address: _____

Contact Telephone: _____

Cell _____

This Moorage License Agreement is subject to the terms and conditions set forth on the reverse side of this document and to the terms of Port of Bandon Ordinance #82-1, 84-1, 97-1 AND 97-2, including any amendments or resolutions thereto. Port of Bandon assumes no responsibility or liability for protection of the vessel/equipment or for injury to Owner/Operator or the family, employees, or invitees of the Owner/Operator.

A Copy of Ordinances #82-1, 84-1, 97-1 AND 97-2 are available at the Port offices.

No boat or vehicle shall be used as a dwelling, domicile or residence. Port of Bandon does not allow "Live-Aboard" vessels. ("Live-Aboard" shall be defined for this purpose as dwelling aboard more than 3 days/ week, or 10 days/ month)

Owner/Operator: _____

Date: _____

Port of Bandon: _____

Date: _____

Terms: Net 30. A Minimum Late charge of \$25.00 will apply to accounts over 10 days past due. Annual or quarterly payments not renewed prior to due date revert to monthly rates until cancelled by the Port for nonpayment. Monthly rates not paid prior to due date revert to daily rate until paid or cancelled by Port for nonpayment.

1. **MOORAGE SPACE.** The Port of Bandon ("Port") grants to the designated Owner/Operator (hereinafter "Licensee") a license for moorage of the designated vessel in the moorage space identified on the face page of this agreement. The word "Port" herein includes all agents of the Port. The Port reserves the right, in its sole discretion, to temporarily assign or permanently reassign Licensee's boat to other moorage space in the Port's facilities. The Port will provide one (1) week written notice to licensee except in case of emergency, for any activity requiring the temporary assignment or permanent reassignment of vessel moorage. The Port makes no warranty of safe moorage.

2. **Parking.** Parking is provided in Port Lot across the street from the Marina.

NO OVERNIGHT CAMPING OR STORAGE OF EMPTY TRAILERS WILL BE ALLOWED IN PORT AREAS

3. **CHARGES.** For the moorage space and other services received from the Port, Licensee agrees to pay when due the fees and charges as established by the Port periodically. Moorage for this agreement is based on length over all (LOA) which includes anchors, bowsprits, boomkins, swim steps and anything overhanging the hull including boat davits and dinghys. This is measured by the length of the dock the vessel takes without overhang. Moorage charges are payable in advance. The Port shall also be entitled to recover from Licensee and/or the vessel all costs, expenses or attorneys fees incurred in collection of sums due whether or not suit is filed, or incurred in salvage, termination, removal or sale of vessels or personal property pursuant to this Agreement or the Port's ordinances. *Vessels holding commercial license shall be granted moorage based on waterline length of the vessel. Owner must provide proof of current commercial license.*

4. **ELECTRICITY.** Use of a Marine UL approved 30 amps. electrical cord is mandatory. Use of non approved cords will result in the vessel being unplugged. The Port does not guaranty the continuity or characteristics of electrical service or it's compatibility with the boat's electrical circuit protector, if any. Use of electrical services is at Licensee's own risk. The Port shall not be liable for any damages caused by Licensee's use of electrical services.

Use of trickle chargers while batteries are connected in any way to grounding system of a vessel tied, moored or located within jurisdiction of Port of Bandon is prohibited.

5. **ELECTRICAL RATE BASE:** Electricity furnished by Port for purpose of inclusion in this agreement is based on wattage used by one 100 Watt bulb on 24 hours a day for one year. Electric usage in excess of this norm such as electric heater usage or heat lamps without express written permission of Port will be metered and billed separately at a higher rate.

6. **COMPLIANCE WITH LAWS, RULES, AND REGULATIONS.** The Port reserves the right to cancel moorage license of any vessel pumping bilges into the marina. The Port has issued and may continue to issue such rules and regulations for the Port of Bandon boat basin as the Port in its judgment deems reasonable and necessary. Licensee agrees to comply with all applicable federal, state and local laws, statutes and ordinances, and all rules, regulations, procedures and special instructions issued by the Port or its agents. Licensee must be familiar with all rules and regulations regularly issued by the Port. Copies of all rules and use ordinances are available at Port offices.

7. **VESSEL ACCESS.** Licensee grants the Port free access at all times to the vessel for purposes of inspection for compliance with this Agreement or Port ordinances, movement of the vessel, fighting a fire or other casualty or, in the discretion of the Port, preventing any casualty or potential hazard. The Port and its agent will not assume any responsibility for damage done to or by the vessel, its equipment or contents in asserting the foregoing rights.

8. **CONDITION OF MOORAGE SPACE.** Licensee has inspected the moorage space and adjacent premises and accepts them in their present condition. Licensee agrees to keep the assigned moorage space neat, clean, free from flammable substances and all encumbrances to facilitate access and will preserve the space in as good condition and repair with allowance for normal wear and deterioration. Nothing will be allowed to be nailed or otherwise permanently affixed to the fingers or docks. No storage of gear of any kind will be permitted on the docks or fingers.

No unattended crab pots will be allowed anywhere in the moorage areas.

9. **CONDITION OF VESSEL.** Licensee agrees to keep the vessel completely seaworthy, fully operational (able to leave the dock and get underway under its own power) and securely moored, and shall otherwise attend to the needs of the vessel. After 30 days written notice, the owner of a vessel moored at the marina must be able to demonstrate this ability should they be requested to do so by port management. **OWNER SHALL PROVIDE PROOF OF CURRANT REGISTRATION AND INSURANCE ON VESSEL.** Failure to produce proof of insurance upon request will terminate moorage agreement. Failure to maintain and secure the vessel may result in it being deemed a hazardous vessel and subject to removal in the manner provided by Port ordinance. Any vessel which in the sole opinion of the Port is in danger of sinking, has sunk or is a hazard to any Port facility may be removed forthwith at the sole discretion of the Port. Should the Port render salvage services to any vessel, the cost thereof shall be for the account of the Licensee and shall be due and payable to the Port within ten (10) days of mailing of said billing to the Licensee at his/her address as stated on the first page of this agreement. Nothing

contained herein shall be construed as creating any obligation on the part of the Port for the vessel's safekeeping. Licensee is fully responsible for notifying the Port of any address change. All billings, notices and other correspondence shall be deemed properly mailed to Licensee when mailed to the last address provided to the Port in writing by the Licensee. *No sandblasting, welding or fiber glassing will be allowed in the marina areas.*

10. WAIVER OF RESPONSIBILITY. The liability and obligation of the Port is limited to furnishing that portion of a slip or premises reasonably necessary for Licensee's moorage use. The Port does not accept the boat for storage, shall not be responsible for or liable in any manner for the safekeeping or condition of the vessel, and is not responsible therefore as a bailee or warehouseman. **ABSENTEE OWNERS MUST HAVE A LOCAL REPRESENTATIVE IN CHARGE OF VESSEL'S SAFEKEEPING AT ALL TIMES.** The Port shall not be responsible or liable for any damage or loss to, or theft of, the vessel, equipment, gear, contents or other property either upon the vessel or upon the premises of the Port, from any cause whatsoever, or for injury to Licensee, his employees, agents, family members, pets, livestock or invitees upon Port premises or adjacent hereto. Licensee shall indemnify and hold the Port harmless from any loss, damage or injury resulting from the acts or omissions of Licensee, his employees, agents or invitees. Licensee agrees that any act done by the Port in respect to caring for the vessel shall be construed as a voluntary act of salvage which entitles the Port to compensation and does further agree to indemnify, defend, save and hold harmless the Port for all acts committed with regards to the aforementioned Licensee's vessel.

11. ASSIGNMENT, TRANSFER, SUBLEASING PROHIBITED. This moorage license is not transferable. Licensee shall not add, sublet or otherwise transfer any interest in this license or the moorage space. This license is valid only for the specified vessel. Licensees shall notify the Port within 10 days of the sale of Licensee's vessel or change in vessel's operator, including the name and address of the purchaser or new operator. Sale of a vessel covered by this license transfers no right or privileges to this license nor does it guaranty issuance of a new moorage license for the new owner. Boats not marked or identified as required by law will not be permitted within the marina. All boats moored in the marina will have current Oregon State Marine Board License or will be documented by the Coast Guard. If boat is licensed, the numbers must be displayed in the proper place on the bow. If it is documented, the current documented numbers must be displayed in the appropriate place.

12. MOORAGE RENEWAL-TERMINATION AND REFUNDS. The Port has no obligation to issue or renew any moorage license agreement. Vessels remaining on Port premises after expiration of a license Agreement may be deemed abandoned. Termination applies to any vessel Licensee owns. Transient vessels must renew moorage within twelve (12) hours of the time that the prior transient moorage license expires. Failure to respond may result in the vessel being deemed abandoned and all outstanding transient moorage fees immediately declared delinquent. The Port reserves the right to terminate or not renew this agreement upon fifteen (15) days written notice for continuing or repeated violations. Annual moorage may be cancelled by the Licensee by giving at least thirty (30) days advance written notice to the Port. If written notice of cancellation is not provided to the Port by Licensee, annual and quarterly moorage rates revert to the monthly rate until cancelled by the Port for nonpayment. Monthly rates revert to daily rates until paid or cancelled by the Port for non-payment. Prepaid annual moorage will be refunded pro rata based on monthly rates after written notice has been provided by Licensee to Port. *MONTHLY AND QUARTERLY RATES ARE CONSIDERED NO REFUND.*

13. PORT'S RIGHTS UPON NONPAYMENT OR ABANDONMENT. In the event moorage charges or any other charges due to the Port become delinquent (failure to register and prepay moorage within 12 hours of arrival or expiration of prior transient license), or if the vessel is deemed abandoned, the Port may, at its option, secure and take possession of the boat or other personal property so that the same cannot be removed from Port facilities until all charges then owing and any charges which shall thereafter accrue are paid in full. Measures taken by the Port may include use of chains and locks, or removal from water. During any period when vessel is secured due to delinquency or abandonment, the Port shall not be liable in any manner for safekeeping and condition of the vessel and is not responsible as a warehouseman. After 60 days, the boat or other property may be sold at a public action. The Port shall give such notices of the sale as are required by Port ordinance. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the Port may have virtue if statute, ordinances or otherwise.

14. NON-WAIVER. Nothing contained in this Agreement shall be construed as a waiver by the Port of any rights and privileges existing under any law, statute or ordinance which the Port may have against Licensee or Licensee's boat. Nothing contained herein shall constitute a waiver by the Port of its right to arrest any vessel to enforce a maritime lien under federal law nor a waiver of any other right or remedy under the laws of the State of Oregon.

15. Moorage Licensee further agrees that before over the water vessel maintenance and repairs take place at the Port of Bandon Marina the Port will be immediately contacted to ensure conformity with the Oregon Dept. of Environmental Quality Best Management Practices for Oregon Marinas.

**Oregon Department of Environmental Quality
Best Management Practices for Oregon Marinas
Received _____ (initial)**

PUBLIC NOTICE

**PERSONS ON PORT OF BANDON LAND OR USING PORT FACILITIES ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN THE PORT TARIFF OR ORDINANCE # 82-1, 84-4, 97-1, 97-2 INCLUDING THOSE PROVISIONS REGARDING DAMAGE LIMITATIONS, CHOICE OF LAW, CHOICE OF FORUM, AND USE.
PORT OF BANDON ORDINANCE 82-1, 84-4, 97-1, 97-2 INCLUDE ORS 198.510 TO 198.600 AND ORS 221.340**

198.600 Penalty for violation of regulations; jurisdiction; enforcement.

(1) If a penalty for a violation is not otherwise provided, violation of any regulation adopted by a district board under ORS 198.510 to 198.600 is punishable, upon conviction, by a fine of not more than \$250 or imprisonment of not more than 30 days, or both.

(2) Actions to impose punishment shall be brought in the name of the district or county, as the case may be, in any court having jurisdiction of misdemeanors under state laws. The action shall be brought in the county in which the district, or the greater portion of the area of the district, is located. Fines recovered shall be paid to the clerk of the court who, after first deducting the court costs in such proceedings, shall pay the remainder thereof to the treasurer of the district or county initiating the action to go to and from a part of its general fund.

(3) Any peace officer may enforce an ordinance adopted under ORS 198.510 to 198.600. ORS 221.333 is applicable to the enforcement of such ordinances.

(4) The maximum fine of \$250.00 and 30 days incarceration automatically becomes exactly the same for the Port of Bandon as legislated up or down by the State of Oregon if and when changes so occur. No additional resolutions required.

**CLAUSE PARAMOUNT
CHOICE OF OREGON LAW AND FORUM
PORT OF BANDON**

For all claims, demands, suits, actions and proceedings against the Port of every kind and 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 amounts 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 Coos.

**I HAVE READ AND FULLY UNDERSTAND THE MEANING OF THE CLAUSE PARAMOUNT
CHOICE OF OREGON LAW AND FORUM AS IT APPLIES TO THE PORT OF BANDON
MOORAGE LICENSE AND PORT USE AGREEMENT.**

MOORAGE LICENSEE/VESSEL OPERATOR

DATE