

Port of Bandon
 390 First Street SW
 Bandon, OR 97411
 (541) 347-3206



After hours: (541) 290-9855
 Emergency: **911**
 Fax: (541) 347-4645
info@portofbandon.com

MOORAGE APPLICATION

Slip: _____

Date: _____

Licensee

<i>Full name</i>			
<i>Mailing Address/Street address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Cell Number</i>	<i>Work Number</i>	<i>Email address</i>	
<i>Driver's license</i>	<i>Emergency local contact (boat care)</i>	<i>Emergency local contact phone</i>	
<i>Name of family member</i>	<i>Phone number</i>		

Vessel

<i>Boat Name (if applicable)</i>	<i>Manufacturer</i>	<i>State Registration #'s</i>
<i>Length overall (LOA)</i>	<i>Draft</i>	<i>Beam (if over 30 ft. (LOA))</i>
<i>Insurance Carrier</i>	<i>Policy number</i>	<i>Policy expiration date</i>
<i>Marine insurance agent</i>	<i>Agent's phone number</i>	
<i>Check appropriate choice: (Copies of current licenses for Comm.)</i> <i>Commercial: ___</i> <i>Recreational: ___</i>	<i>Circle all that apply:</i> <i>Gas Diesel</i> <i>Outboard Inboard</i> <i>Sail</i>	

Office Use Only

<i>Term of moorage (circle)</i> <i>Daily Weekly Monthly Annual</i>	<i>Start Date</i>	<i>End Date (f limited duration)</i>
<i>Cash Credit Check</i>	<i>Check Number</i>	<i>Amount Received</i>
<i>Payment terms</i>		

I have read and agree to be bound to the Moorage License Agreement and Rules of Moorage Conduct.

Dated _____

 Licensee

RULES OF MOORAGE CONDUCT

1. Kids Don't Float

All children under 12 years of age must, at all times, be accompanied by an adult and wear a life vest while on the docks or on a vessel.

2. Electrical cords

Only marine UL approved 30 amp. electrical cords with molded and secured receptacles are permitted. All household extension and non-conforming electrical cords will be disconnected, confiscated and held for the owner in the Harbormaster's office.

3. Battery chargers

Only marine grade battery chargers are permitted. Car battery chargers are not permitted and will be disconnected, confiscated and held for the owner in the Harbormaster's office.

4. No storage of empty boat trailers or overnight camping on port property.

Empty boat trailers detached from your vehicle may not be left anywhere on Port property.

5. Walkways and fingers shall remain obstacle and crab-pot free

The dock area and the area surrounding slips may not be used as storage space even temporarily. Power cords and lines must be neatly and safely coiled. Crab-pots may not be left unattended anywhere in the marina.

6. No attachments to docks

Any attachments to docks, including nails, screws or bolts, are prohibited.

7. Waste, Sewage, Bilge Water, Wood Chips or Sanding Dust Prohibited in Water

No materials may be disposed of in the waters of the boat basin. Work on boats must comply with the Best Management Practices. (See, attached) Sandblasting, sanding, welding and fiber glassing are prohibited in the boat basin.

8. Oil Spills

Any and all oil spills shall be reported to the appropriate authorities as required by Federal law and to the Harbormaster as soon as practical. Detergents are not permitted as a dispersant. Absorbent materials are available in the port office at no cost.

9. Disorderly Conduct

Drunken, rude and other disorderly conduct will not be tolerated within the boat basin by tenants and their guests. Repeated offensive conduct may result in the termination of moorage agreements and exclusion from Port property.

10. Boat Safely and Enjoy Our Port

We hope you enjoy our facilities. Have a great time fishing and crabbing on the Coquille River.

MOORAGE LICENSE AGREEMENT

Terms and Conditions

License: The Port of Bandon (“Port”) grants to Licensee a license for moorage of the designated vessel (“Vessel”) in the assigned moorage space in the Port of Bandon Boat Basin subject to the terms and conditions of this Agreement.

Moorage Fees: Licensee agrees to pay to Port moorage fees per the terms indicated on the application page of this agreement. Moorage fees are due upon signing. **Moorage fees are non refundable in whole or in part for daily, weekly, monthly and semiannual payments. Annual moorage (with a 30 day notice) will be refunded on a pro-rated basis at monthly rates. (Fees are calculated based on vessel length as determined by a measurement made by the Harbormaster. The measured length will comprise of the hull length and any extensions to include, but not limited to, outboard motors, swim platforms, davits, bow sprit, boom, rudder, or any other component fitted to the vessel extending beyond the stem forward or the stern transom aft.)** Fees are calculated based on the size of the vessel from furthest point forward to furthest point aft, including all attachments. (Length overall/LOA)

Electrical Base Rate: Use of electrical services is at Licensee’s own risk. The Port supplies free of charge sufficient electricity to power one 100 watt bulb 24 hours a day to each moorage tenant. Any electrical usage above that allotment is billed at cost to Licensee. Excess electrical use is to be prepaid on semi-annual and annual moorage. Excess usage requires written permission from the Harbor Master.

Moorage Terms: All moorage fees, including renewals, are paid in advance. A minimum late charge of \$25 will apply to accounts over 10 days past due. Annual or semiannual payments not renewed prior to due date revert to monthly rates until cancelled by the Port for nonpayment. Monthly rates not paid prior to the due date revert to daily rate until paid or cancelled by the Port. After 30 days of non-payment, Licensee shall be in default.

Vessel Insurance: Every vessel moored under this Agreement shall be insured under a maritime insurance policy. Said policy will carry general liability limits, contain provisions for salvage/wreck removal and oil spill pollution coverage. Licensee shall provide a “declaration page” to Port annually, or as otherwise requested by Port staff.

Boat Registration: All boats moored under this Agreement shall be currently documented under the laws of the United States or registered under the laws of the State of Oregon (or any other state or province.)

Condition of Vessel: Licensee shall maintain his/her vessel in a seaworthy condition at all times while moored under this Agreement. “Seaworthy” means the vessel is capable of putting to sea under its own power with all crucial ship functions performing properly and with all U.S. Coast Guard mandated safety equipment. Port reserves the right to require that vessels put to sea to demonstrate seaworthiness as often and in whatever manner Port sees fit.

Live Aboards Prohibited: No person shall live aboard a vessel moored under this Agreement. A “live aboard” is any person who sleeps on his or her vessel more than 3 nights per week or 10 nights per month. Licensee shall not use, consider or represent vessel as a primary residence. Initial: _____

Port’s Rights: The Port reserves the right to temporarily re locate vessel at the discretion of the Port Manager (or Harbormaster) to any slip in the boat basin in the event of an emergency or to accommodate dock maintenance or repairs without first giving Licensee notice. In the event Port desires to re locate vessel to accommodate another licensee, Port shall give Licensee five (5) days notice. The Port further reserves the right to board the vessel at any time to conduct a welfare check of the occupant or the vessel. In the event an Act of Nature prevents Port from fulfilling its obligations under the terms of this agreement, Port may terminate or modify this agreement at its sole discretion.

Non Liability of Port: The Port and Licensee agree that Port is not responsible for any damage done to Licensee’s vessel, property thereon, to Licensee personally or to Licensee’s guests by any cause. Port shall

not be liable to Licensee or guests for Acts of Nature, vandalism or the criminal or negligent conduct of others. Port shall not be liable for any damage to Licensee, or Licensee's vessel or guests, under any legal theory in any court, for its negligence or the negligence of its commissioners, employees, agents or contractors regardless of cause.

Indemnification: Licensee agrees to indemnify Port for any and all harm caused by Licensee, and Licensee's agents or guests, and to Port property or personnel. This indemnification clause covers any damages arising to Port out of Licensee's conduct, including breach of criminal, environmental or maritime laws.

Licensee's Breach of Agreement:

Non-payment of Moorage Fees: Licensee's vessel shall be subject to lock and chain upon default. Licensee shall be able to cure by bringing his/her account current. After sixty (60) days in default, the Port may apply the remedies found in ORS 87.166 to ORS 87.206. Licensee shall be responsible for all costs of sale, including reasonable attorneys' fees, storage fees, and interest upon arrearages in the amount of 1.5%/month. In the event the vessel is non-saleable, the Port may divest the vessel in any manner it sees fit. Licensee shall be responsible for all costs of destruction and transportation.

If the vessel is no longer present on Port property, and suit is filed to collect unpaid moorage and other charges, the Port shall be entitled to interest on the arrears at the rate of 1.5%/month, attorney fees and court costs.

Failure to carry insurance: Upon failure to provide proof of insurance to Port, this Agreement shall be terminated and the Vessel immediately removed by Licensee from the Port of Bandon boat basin. In the event Licensee refuses to remove the vessel, Port may tow the vessel to another location at its discretion and Licensee's expense. Port shall not be responsible for damage to the vessel.

Non seaworthy vessel: Upon failure to demonstrate that vessel is seaworthy, this agreement shall be immediately terminated and the Vessel removed by Licensee from the Port of Bandon boat basin. In the event Licensee refuses to remove the vessel Port may tow the vessel to another location at Licensee's expense. Port shall not be responsible for any damage to vessel.

Failure to Obey all Laws, Regulations and Port Ordinances: The Port, in its discretion, may allow the Licensee to cure, to make restitution, or to make other amends as it sees fit. The Port also reserves the right to place other conditions of conduct on Licensee or to terminate this Agreement and remove the vessel from the Port of Bandon boat basin. Port shall not be responsible for damage to vessel.

Violation of Live Aboard Policy: Repeated violations of the live aboard policy will subject Licensee to an Order of Exclusion.

"AS IS": Port makes no representation regarding the availability of moorage, use or disuse of water and power or the condition of slips, docks or marina equipment. All moorage is licensed "as is."

Miscellaneous: This license is non transferable and non assignable. *Only licensee's vessel is permitted in the assigned slip.* New owners of vessel shall sign a new Agreement. In the event of litigation arising under the Agreement, suit shall be filed in the Coos County state court. Oregon law shall apply.