

θ East Basin
(541) 997-3040

PORT OF SIUSLAW
PO BOX 1220
FLORENCE OREGON 97439
www.portofsiuslaw.com

West Basin θ
(541) 997-3426

MOORAGE LICENSE APPLICATION

SLIP NO. _____
BILL TO θ OWNER θ OPERATOR
OPERATOR _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE _____
EMAIL ADDRESS _____
DRIVERS LICENSE VERIFICATION θ YES θ NO

LEGAL OWNER (if other than operator)
NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE _____
EMAIL _____

IN CASE OF EMERGENCY PLEASE NOTIFY:
(When Owner/Operator is away and cannot be reached)
NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
TELEPHONE _____
EMAIL _____

BOAT NAME _____
LENGTH OVERALL _____ BEAM _____ DRAFT _____
ELECTRICAL REQUIREMENTS _____

DOCUMENT/REGISTRATION # _____
HOME PORT _____
(Check all that apply): θ Sail θ Inboard θ Outboard θ Gas θ Diesel
θ Portapotty θ Type I MSD θ Type II MSD θ Type III MSD θ Other
MANUFACTURER _____

INSURANCE COMPANY _____
INSURANCE AGENT _____
AGENT TELEPHONE _____

MOORAGE LICENSE TYPE: θ Recreational θ Commercial
θ Annual θ Semi-annual θ Quarterly θ Monthly
θ Other _____

MOORAGE LICENSE TERM:
From _____ To _____
FEE* \$ _____

OUTSIDE STORAGE: θ Yes θ No Area _____
From _____ To _____
FEE* \$ _____

THIS MOORAGE LICENSE APPLICATION IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS SET FORTH ON THE MOORAGE LICENSE AGREEMENT AND TO THE TERMS OF PORT OF SIUSLAW ORDINANCE #4; INCLUDING ANY AMENDMENTS THERETO. THE PORT OF SIUSLAW ASSUMES NO RESPONSIBILITY OR LIABILITY FOR PROTECTION OF THE VESSEL OR ITS EQUIPMENT OR FOR INJURY TO OWNER/OPERATOR OR THE FAMILY, EMPLOYEES, OR INVITEES OF OWNER/OPERATOR.

Copies of Ordinance 4 are available at Port offices. Permission to "liveaboard" must be specifically authorized in writing by the Port of Siuslaw by separate agreement.

OWNER/OPERATOR

Date

PORT OF SIUSLAW
By _____
Date

*Moorage charges are payable in advance. Other charges are payable upon presentation. A late charge of \$1.00 or 1.5 percent (18.0 percent per annum), whichever is greater, will apply to any past-due amount of \$10.00 or more.

PORT OF SIUSLAW—ADDENDUM TO MOORAGE AGREEMENT 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 the water.
- Do Not dispose of any fuels or used oil in the marina's dumpsters.
- An oil recycling station is near our RV dump station and close to the entrance to the sport marina.
- Fueling of boats inside marina slips is prohibited.

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 a 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. The Port of Siuslaw maintains a pump out station at our E dock that is adjacent to our boat launch, and on the transient dock.
- Ensure Marine 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 anytime 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; immediately pick up after your pet and dispose of the waste in a garbage receptacle. Waste disposal stations with bags are located adjacent to the marina.
- Harvested fish must be cleaned using the designated fish cleaning stations. All solid fish waste must be disposed of into garbage receptacles, as it is illegal to dispose of fish carcasses in Oregon waterways. Crab and other shellfish waste may be disposed of in the water.
- Dispose of all garbage in the proper shore-side receptacles.
- Recycle all plastics, newspapers, cardboard, aluminum, etc. in appropriate receptacles.
- The State of Oregon has a five cent deposit on many glass, plastic or aluminum containers. These containers can be returned to grocery and convenience stores for redemption or placed in the appropriate recycling receptacle.

* No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes. Open fires are not allowed within the city limits of Florence.

* For safety reasons, unattended storage items are not allowed on marina docks.

**ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY. CONTACT THE MARINA
OFFICE FOR MORE INFORMATION AT: (541) 997-3040**

THANK YOU FOR HELPING US PROTECT THE ENVIRONMENT AND KEEP A CLEAN AND ENJOYABLE FACILITY!

PORT OF SIUSLAW
MOORAGE LICENSE AGREEMENT
GENERAL TERMS AND CONDITIONS

1. MOORAGE OR STORAGE SPACE. The Port of Siuslaw ("Port") grants to the designated Owner/Operator (hereinafter "Licensee" or "Vessel Owner") a license for moorage of the designated vessel in the moorage space identified on the face page of this Agreement. This License Agreement shall also be applicable, when appropriate, to designated lot storage. 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 to accommodate repairs, improvements, maintenance or emergencies, or where necessary to permit the orderly administration or maximum efficient public utilization of the Port's facilities.

2. 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 from time to time. The Port reserves the right to amend fees and charges upon 20 days written notice and vessel owner hereby agrees to pay said fees as amended. Moorage charges are payable in advance unless a payment plan has been agreed to in writing by the Port. 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.

3. ELECTRICITY. The Port does not guarantee the continuity or characteristics of electrical service or its compatibility with the boat's electrical circuit protector, if any. Use of electrical service is at Licensee's own risk. The Port shall not be liable for any damages caused by Licensee's use of electrical service. Licensee shall connect to Port's electrical service using appropriate equipment that will not damage the Port system. Licensee is liable for any damages to the Port caused by Licensee's failure to use proper equipment. Port may inspect and require use of connections that are agreeable to the Port.

4. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. The Port has issued and may continue to issue such rules and regulations for the harbor area 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. This includes current licensure and adherence to the Clean Marina guidelines that are attached separately. 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.

5. 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 of fire or other casualty or, in the discretion of the Port, presenting any casualty or potential hazard. If an emergency situation arises (boat taking on water or hazardous situation etc.) and the vessel owner or agent cannot respond in a timely manner, Port personnel may take action and subsequently bill the owner for all associated expenses. The Port does not assume any responsibility for damage done to or by the vessel, its equipment or contents in asserting the foregoing rights.

6. DOCK LINES AND SEVERE WEATHER. Vessel owner is required to use adequate mooring lines at all times. The Port may replace, at owner's expense, any lines deemed inadequate to prevent damage to docks or to adjacent vessels in the marina. The Port, however, does not assume the duty to inspect these mooring lines. In the event of severe weather, the vessel owner and/or crew is

responsible for the vessel in all respects. The vessel owner is responsible for any damages to the Port's docks and facilities caused by the vessel owner's vessel in the event of severe weather. The Port shall have no obligation to monitor the weather and shall have no duty to notify the vessel owner of the approach of severe weather.

7. 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 same, and is not responsible therefore as a bailee or warehouseman. The Port shall not be responsible or liable for any damage or loss to, or theft of, the vessel, its 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 or invitees upon Port premises or adjacent thereto.

8. INDEMNIFICATION 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.

9. CONDITION OF MOORAGE SPACE AND QUIET HOURS. Licensee has inspected the moorage space and adjacent premises and accepts them in their present conditions. Licensee agrees to keep the assigned moorage space and surrounding dock areas neat, clean, free from flammable substances and will preserve the space in as good condition and repair as the same now is or may hereafter be put by the Port. Quiet hours are 2200-0700. All moorage customers must recognize that commercial fishing activities can take place at any hour of the day or night.

10. CONDITION OF VESSEL. Licensee agrees to keep the vessel completely seaworthy, fully operational and securely moored, and shall otherwise attend to the needs of the vessel. Failure to so 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. The costs of such removal shall be charged to Licensee. Nothing contained herein shall be construed as creating any obligation on the part of the Port for vessel's safekeeping.

11. ASSIGNMENT, TRANSFER, SUBLEASING PROHIBITED. This moorage license is not transferable. Licensee shall not assign, sublet or otherwise transfer any interest in this license or the moorage space. This license is valid only for the specified vessel or a replacement vessel of the same length acquired by Licensee. Licensee shall notify the Port within 10 days of the sale of Licensee's vessel or change in the vessel's operator, including the name and address of the purchaser or new operator. Sale of a vessel covered by this license transfers no rights or privileges to this license nor does it guarantee issuance of a new license for the new owner.

12. MOORAGE RENEWAL AND TERMINATIONS. Vessels remaining on Port premises after expiration of license agreement may be deemed abandoned. Transient vessels must renew the moorage license agreement and prepay further transient moorage within 12 hours of the date or time the prior transient moorage license expires. Failure may result in the vessel being deemed abandoned and all outstanding transient moorage fees immediately considered delinquent. The Port has the right to terminate this license upon 30 days' written notice for continuing or repeated violations of the Port's ordinances, rules or regulations or any breach of this Agreement. Long-term moorage may be cancelled on 30 days' written notice to Port. The Port reserves the right to terminate moorage agreements with short notice if illegal activities take place on Port property, port policies are violated or public safety is jeopardized by the presence of

the vessel owners, their vessel or their guests and employees. Refunds will be based on regular charges applicable to the period of actual moorage use as described in Port ordinances.

13. PORT'S RIGHTS UPON NONPAYMENT OR ABANDONMENT. In the event moorage charges or any other charges due the Port become delinquent (failure to register and prepay moorage with 12 hours of arrival or expiration of prior transient license; accounts more than 30 days past due for non-transient registered vessels), 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 fully paid. Measures taken by the Port may include use of chains and locks, or removal from the water. During any period when the 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 public auction. The Port shall give such notices of the sale as are required by Port ordinance or applicable law. A sale for less than the total amount owed entitles the Port to assert a claim against the Licensee for the deficiency, including the costs of sale and related legal expenses. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the Port may have by virtue of statute, ordinance or otherwise.

14. LIENS. The Port shall have upon the vessel, its contents and equipment, all State and Federal liens of whatever nature given for moorage. Such liens shall include expenses resulting from damage caused or contributed to the vessel owner's vessel or by vessel owner to any dock property or any person in the marina. These lien fees shall cover any reasonable attorney's fees. Licensee agrees to the Port's use, if necessary, of Federal Admiralty procedures and further agrees to waive notice of hearing and challenge thereto.

15. 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 or any other right or remedy under the laws of the State of Oregon.

16. CHANGE OF TELEPHONE, POSTAL AND EMAIL ADDRESS. Licensee is responsible for notifying the Port of all telephone, postal and email address changes. All billings and notices shall be deemed properly mailed to Licensee when mailed to the last address provided to the Port in writing by Licensee

17. ALTERATIONS AND OUTSIDE CONTRACTORS. Licensee shall not make any improvements or modifications to the structures or facilities at the Port except upon written approval from the Port.

Authorized improvements and/or additions that are permanently secured to the structures by bolts, nails, screws, welding etc., shall be considered an integral part of the structure and, as such, shall become the property of the Port unless otherwise provided for by written agreement. All outside contractors must provide proof of liability and worker's compensation insurance equivalent to that carried by the Port before commencing work in the marina. Outside contractors must check in with the Port and recognize the Port reserves the right to discharge them for non-compliance with these requirements.

18. HAZARDOUS WASTE AND OTHER SURCHARGES. All waste requiring disposals, whether or not hazardous, is the responsibility of the Licensee. The Licensee, his or her representatives or guests agree not to bring hazardous waste on to the property of the Port and accept complete liability for any improper disposal of hazardous waste or materials. The Licensee agrees to operate their vessel in accordance with Oregon Clean Marina practices whenever the vessel is in the marina and comply with Federal Water Pollution Control Acts (33 U.S.C. Section 1321 and 1322) regarding discharge of oily water and sewage. The discharge of holding tanks within the marina is prohibited at all times. This regulation applies regardless of the method and extent of onboard treatment processes or systems. The Port provides a pump out facility(ies) for the use of our moorage customers and transient vessels. Hazardous waste disposal charges, oil/fuel spill response charges, certain insurance and/or materials costs, if any, borne by the Port will be added to invoices where applicable.

19. LIVE ABOARD. Any moorage customer who desires to live on their boat or vessel for 10 or more days in any 30 day period must execute a separate written document apart from this moorage agreement.

20. RULES AND REGULATIONS. Vessel Owner/Licensee or the person signing for the Vessel Owner/Licensee, acknowledges that he or she has read and fully understands this Agreement, as well as the rules, regulations, policies, terms and conditions posted governing the use, occupancy, dockage, hours of operation, and other miscellaneous items at the Port. Further, vessel owner/licensee agrees to comply with said rules, regulations, policies, terms and conditions now in effect and as posted from time to time during this Agreement's term. Failure to comply shall entitle the Port to cancel this agreement immediately, without notice and excuses the Port from further performance, but without waiver of any then existing liens or other rights.

21. ENTIRE AGREEMENT. This document, including all terms and conditions, constitutes the entire Agreement between the parties and supersedes all prior agreements. No modifications or amendments hereto shall be valid unless evidenced in writing and signed by both parties.

I agree to the Terms and Conditions of this document.

OWNER/OPERATOR

Print

Signature

Date

PORT OF SIUSLAW

Name

Date