

MOORAGE LICENSE AGREEMENT

THE PORT OF NEWPORT
600 SE Bay Boulevard
Newport, OR 97365

Newport Marina at South Beach
(541) 867-3321

Commercial Dock
(541) 265-7758

International Terminal
(541) 265-9651

Moorage charges are payable in advance. Other charges are payable upon presentation.

SLIP NO. _____ ACCT NO. _____

DATE _____

LEGAL OWNERS _____
(As per documentation or registration)

BOAT NAME _____

ADDRESS _____

LENGTH OVERALL _____ BEAM _____ DRAFT _____

CITY _____ STATE _____ ZIP _____

DOCUMENTATION/REGISTRATION NO. _____

TELEPHONE _____

HOME PORT _____

CELL/SAT PHONE _____

MANUFACTURER _____

E-MAIL _____

(Check all that apply) Sport Commercial
Sail Inboard Outboard Gas Diesel
Steel Fiberglass Wood Aluminum

SKIPPER/CAPTAIN _____

*MOORAGE LICENSE TYPE:

ADDRESS _____

Annual Semi-Annual Monthly Guest Other

CITY _____ STATE _____ ZIP _____

*MOORAGE LICENSE TERM:

TELEPHONE _____

From _____ Expires _____

INSURANCE COMPANY _____

FEE _____

INSURANCE AGENT _____

LOT STORAGE? Yes No

AGENT TELEPHONE _____

Transient boat owner/operators have 10 days to provide the Port with Insurance Documents or your MLA may be cancelled. Failure to provide insurance certification may result in charges against your account at the current labor rate.

**Port reserves the right to revoke this license at any time with 30 days' notice.*

**Failure to disclose Liveaboard or non-compliance with Liveaboard agreement will invalidate this MLA.*

IN CASE OF EMERGENCY PLEASE NOTIFY:
(When Owner/Operator is away or cannot be reached.)

Refer to the Port Facilities Code and current Rates for additional information.

NAME _____

By signing this agreement, Licensee gives permission for the Port to order a background check at Licensee's expense.

PHONE _____ CELL _____

This Moorage License Agreement (MLA) is subject to the Terms and Conditions set forth on the reverse side of this document and to the Terms of the Port of Newport Facilities Code, including any Amendments thereto. The Port of Newport 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 the Facilities Code are available at Port offices and on the Port website portofnewport.com.

I certify that the above information is true, and I agree to the terms on the reverse side of this form. I understand that I am liable for all fees until I formally terminate this agreement in writing at the Port office.

OWNER/OPERATOR/LICENSEE

PORT OF NEWPORT

By _____

THIS MOORAGE LICENSE IS NOT TRANSFERABLE

MOORAGE LICENSE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. MOORAGE OR STORAGE SPACE. The Port of Newport ("Port") grants to the designated Owner/Operator (hereinafter "Licensee") license for moorage of the designated vessel in the moorage space identified on the facepage 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 Ports 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. The Port maintains the right to cancel this agreement with 30 days written notice.

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. Moorage charges are payable in advance. The Port shall also be entitled to recover from Licensee and/or the vessel all costs, expenses or attorney's 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 Facilities Code.

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.

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 law, statutes and ordinance and all rules, regulations, procedures and special instructions issued by the Port and Harbormaster or his agents. Licensee must be familiar with all rules and regulations regularly issued by the Port. Copies of all rules and Facilities Code are available at Port offices and on the website.

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 Facilities Code, movement of the vessel, fighting of fire or other casualty or, in the discretion of the Port, presenting any casualty or potential hazard. 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. WAIVER OF RESPONSIBILITY. The liability and obligation of the Port is limited to furnishing that portion of a slip or premises reasonable 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. 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.

7. CONDITION OF MOORAGE SPACE. Licensee has inspected the moorage space and adjacent premises and accepts them in their present conditions. Licensee agrees to keep the assigned moorage space neat, clean, and free from flammable substances. Licensee shall not store crab pots or any fishing gear on the dock. Fish fillet tables are not permitted on the dock or at the moorage space. Licensee will preserve the space in as good condition and repair as the same is now or may hereafter be put by the Port.

8. 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 the vessel's safe-keeping.

9. 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.

10. MOORAGE RENEWAL AND TERMINATION. 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 24 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 reserves the right to terminate this license upon 30 days' written notice for continuing or repeated violations of the Port's ordinances, rules or regulations. Long-term moorage may be canceled on 30 days' written notice to Port. Refunds will be based on regular charges applicable to the period of actual moorage use as described in the Port Facilities Code.

11. 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 within 24 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 Facilities Code. 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, Facilities Code or otherwise.

12. 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.

13. CHANGE OF ADDRESS. Licensee is responsible for notifying the Port of all address changes. All billings and notices shall be deemed properly delivered to Licensee when deposited in the U.S. mail to the last address provided to the Port in writing by Licensee, or e-mailed to the e-mail address provided by Licensee.

14. INSURANCE REQUIREMENTS. Please refer to the Port of Newport Facilities Code and the current Rates for insurance requirements. Copies of the Facilities Code and Rates are posted online or can be viewed at Port Offices.

LICENSEE'S USE OF PORT FACILITIES IS SUBJECT TO ADDITIONAL RULES, TERMS AND CONDITIONS IN THE PORT FACILITIES CODE, AND SUCH ADDITIONAL REGULATIONS ISSUED BY THE PORT. COPIES OF THE PORT FACILITIES CODE ARE AVAILABLE AT PORT OFFICES.