

PORT OF COLUMBIA COUNTY SCAPPOOSE BAY MARINE PARK BOAT MOORAGE LICENSE

THIS LICENSE, made and entered into the _____ day of _____, _____, between the PORT OF COLUMBIA COUNTY (hereafter "Port"), a municipal corporation of the State of Oregon, and _____ (individual, partnership, or corporation), as Licensee (hereafter "Licensee"). In consideration of the mutual covenants of the parties, it is hereby agreed as follows: For the purpose of this agreement the definitions which shall apply are those set forth in Port Resolution 2011-47, including any amendments thereto, attached and incorporated by reference.

1. **AGREE TO LICENSE**: Port does hereby permit Licensee to use Space # _____, (hereafter "the Space") at Scappoose Bay Marine Park on the terms and conditions and for the license fee provided in this Moorage License. This License shall commence on _____ and shall continue indefinitely until terminated as hereinafter provided.

2. **PERMIT FEE**: Licensee shall pay to Port \$_____ per month payable in advance on the 1st day of each month. The Port will make every effort to provide monthly statements of Licensee's account, showing amounts owed. Non-receipt of statements shall be no defense against charges owed the Port under this License.

3. **LATE FEES**: Fees not received by the close of business on the 5th business day of the month are considered past due, and the Licensee will be charged a \$25.00 late fee. Any dishonored check will be treated as unpaid, subject to the same late fee plus a \$25.00 processing fee.

4. **ATTORNEY'S FEES**: If Licensee's account is sent to an attorney for collection, Licensee promises and agrees to pay reasonable attorney's fees and collection costs, at trial and on appeal, and even though no action is filed. If legal proceedings are brought to enforce the terms of this License, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other such sums as allowed by law.

5. **AMENDMENTS TO LICENSE AGREEMENT**: Licensee acknowledges that Port will periodically amend the fee schedule. Licensee hereby agrees to 30 day written notice of any fee schedule changes or increases, which shall automatically amend this License without any other act of the parties. Any amendment shall apply to all fees set by Port.

6. **PERMITTED USE**: The Space shall be used for the moorage of a boat and for no other purpose without the express written consent of the Port. Licensee and all other persons are absolutely prohibited from living or dwelling in or on the Space or from using the Space as a dwelling unit, floating home, or residence as defined under the Oregon Landlord and Tenant Act. Licensee shall not use or occupy nor permit the Space to be used or occupied for any business use or for any purposes which would constitute waste, nuisance or damage to the reputation of the Premises.

7. **INSPECTION OF SPACE**: Port shall have the right to inspect the Space at any reasonable time in order to determine adherence to fire, sanitary, health, and safety requirements and/or violation of the terms of this agreement.

8. **BOAT SALE:** Licensee shall have the right to sell Licensee's boat, subject to the following conditions:

- A. Written notice of any sale must be given to Port in advance.
- B. Port has the sole discretion to terminate this agreement without cause and refuse to enter a new license with the prospective buyer of Licensee's boat.
- C. Licensee or Licensee's agent must accompany all prospective buyers onto the Port's moorage dock (behind the gate).
- D. The buyer may not take possession of the licensed space until a new license agreement has been signed.
- E. Licensee is responsible for informing the buyer of these conditions.

9. **REPAIRS AND MAINTENANCE:** Licensee shall not store any items upon any walkway and shall not construct any structure, unless expressly authorized by Port. Licensee shall, at Licensee's expense, promptly maintain the appearance, maintenance and structural condition of the boat on the Space, so that the Space is in strict compliance with rules and regulations as adopted by Port. Major boat repairs cannot be undertaken on Port property without the prior written approval of the Port.

10. **NUISANCE-FREE:** Licensee shall at all times be obligated to keep the Space including any boats thereon free from refuse and waste material of any type and nature whatsoever. Any such material generated by Licensee shall be disposed of promptly and in accordance with state and local regulations.

11. **SUBSTITUTE SPACE:** Port may require Licensee to move the boat from the Space to another designated space from time to time in order to accommodate repairs, restructuring improvements, and remodeling of the marina facilities, including such necessary activities as dredging, and Licensee hereby agrees and consents to said change. If, in the sole judgment of the Port, it is necessary in the operation of Scappoose Bay Marine Park to change the Space of the Licensee, Port will give Licensee prior notice of intent to move Licensee's boat and any other property of Licensee.

12. **INSURANCE:**


POLICY REQUIREMENTS: Throughout the term of this License Agreement, Licensee shall keep the boat which is owned by Licensee insured against loss by fire and other hazards, covered by a standard form of insurance policy with sufficient policy limits as a minimum to provide for response, clean up, salvage and otherwise fulfill all requirements (environmental and otherwise) as a responsible party in the event of any loss. In addition, Licensee shall procure and continuously maintain during the term of this License Agreement general public liability and property damage insurance with combined single limits, or equivalent, of not less than \$300,000 for each occurrence and a \$200,000 aggregate for bodily injury and/or property damage. It shall also include contractual liability coverage for the indemnity provided under this License. The insurance shall be in a form sufficient to protect Licensee and the Port against claims of third persons for bodily injury, death or property damage arising from the use, occupancy or condition of the moorage space. The insurance policy shall (a) provide that any covered loss shall be payable notwithstanding any negligence of the Port; and (b) be evidenced by certificates furnished to the Port bearing endorsements requiring that at least ten (10) days written notice be provided to Port prior to any change or cancellation of the policy.

13. **COMPLIANCE WITH LAWS AND PORT REGULATIONS:** Licensee, at its sole expense, shall comply with all rules and regulations of federal, state, and municipal authorities regarding Licensee's planned use of the Space. Licensee acknowledges, consents, agrees to be bound by and to comply with all regularly adopted rules and regulations of the Port for

Scappoose Bay Marine Park, as currently set forth in Port Resolution 2011-47, including any amendments thereto, attached and incorporated by reference.

14. **DEFAULT:** Licensee shall be in default in the event that Licensee shall fail to pay the rent herein required within thirty (30) days after the due date., Licensee shall also be in default for failure to perform any other provision (other than nonpayment of rent) within thirty (30) days after having received written notice of such default from Port. If such a default (for other than nonpayment of rent) is of such a nature that it cannot be cured within thirty (30) days, Licensee shall commence the necessary curative action within the thirty (30) day period and proceed with this curative action with due diligence. In the event of any default, Port shall notify Licensee in writing, and Port shall have the right to terminate this License by notice in writing to the Licensee, secure and retake possession of the Space either by force, summary proceedings, surrender or otherwise, and dispossess and remove therefrom the Licensee's boat and personal property in accordance with the surrender provisions below, together with the right to recover any unpaid rent, damages to the premises and costs of recovery of the premises, in addition to other remedies provided by law. Licensee waives service of notice of intention by Port to re-enter or of instituting legal proceedings. In addition, and at its option, the Port may terminate Licensee's right to license space in the Marina thereafter, all without prejudice to the Port, and collect fees and utility charges under this agreement until such time as Licensee's boat is removed from the Marina.

15. **SURRENDER:** If at any time the Licensee is in default or otherwise violates the provisions of this agreement and/or the rules and regulations of the Port for Scappoose Bay Marine Park, and upon written notice of default and termination from the Port in accordance with the Default provisions above, Licensee shall have 30 days to surrender the Space to the Port and remove any remaining property of the Licensee from the Marina. If the boat moored in the Space is not removed in accordance with this provision, the Port may, without any further notice, secure and take possession of Licensee's boat and its contents without any further procedure and without instituting any formal legal proceedings. Port is authorized to store, use, sell or dispose of said boat and personal property to pay Port's costs or damages arising from Licensee's holdover or any other violations of this agreement.

16. **TERMINATION:** This License may be terminated by either party at any time and without cause by giving thirty (30) days written notice in advance of intent to terminate to the other party. The effective date of termination is the last day of the month following the 30-day period. Licensee is responsible for all rent and other payments due during the 30-day period after written notice of termination is given to the Port. Fees continue to accrue until such notice is given.  _____

17. **RESTRICTION ON ASSIGNMENT:** Licensee acknowledges that this License is personal to the Licensee. Licensee shall not assign, sell, sublease, loan, or otherwise transfer the Space without the prior written consent of the Port.

18. **NOTICES:** Unless otherwise specified in writing, any notice required or permitted under the License shall be given when actually delivered to the Port or Licensee respectively, or when deposited in the U.S. Mail, as addressed below:

PORT: Port of Columbia County
P.O. Box 190
Columbia City, OR 97018

LICENSEE: _____

19. **HOLD HARMLESS**: Licensee agrees at all times to hold harmless and defend the Port against any claims and demands arising from the negligence of the Licensee, his or her agents, invitees, employees, or guests, and Licensee does specifically acknowledge that the Port is not liable under any circumstances for any loss or damage to Licensee's boat, person or other property. The Port assumes no responsibility or liability for protection of the Space or personal property of Licensee or for injury to Licensee or the family, employees, or invitees of Licensee.

20. **CHOICE OF LAW**: For all claims and proceedings, the laws of the State of Oregon shall be binding and controlling law and any proceedings shall be filed and maintained exclusively in Columbia County Circuit Court.

21. **SEVERABILITY**: If any provision hereof shall be determined to be unlawful or in conflict with any governmental rule or regulation, such provision shall be deemed severable from this agreement and the other terms, provisions and agreements herein contained shall continue in full force and effect; provided, however, that if any provision so invalidated shall be unconscionable to hold either party bound by the terms hereof, such party may, at its option, terminate the Lease by notice in writing at any time within thirty (30) days of finding or determining such invalidity or conflict. If the other party shall dispute whether the same shall constitute grounds for termination under this provision, this Lease agreement shall remain in full force and effect until the matter may be finally adjudicated.

TENANT INFORMATION: MOORAGE SLIP NUMBER: _____

LICENSEE/TENANT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: (Home) _____ (Cell) _____

EMAIL ADDRESS: _____

LEGAL OWNER OF BOAT (IF DIFFERENT):

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: (Home) _____ (Cell) _____

EMAIL ADDRESS: _____

WHEN OWNER CANNOT BE REACHED:

NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: (Home) _____ (Cell) _____

EMAIL ADDRESS: _____

LICENSEE'S BOAT INFORMATION (IF MORE THAN ONE, PLEASE LIST):

NAME OF BOAT: _____

BOAT YEAR, MAKE & MODEL: _____

REGISTRATION # AND YEAR _____ HULL ID#: _____

LENGTH OF BOAT: _____ WIDTH OF BOAT: _____

CIRCLE ALL THAT APPLY: SPORT COMMERCIAL SAIL INBOARD GAS DIESEL

INSURANCE INFORMATION (IF MORE THAN ONE, PLEASE LIST):

❖ **PROOF OF INSURANCE IS REQUIRED prior to occupying a Marina slip. Submit certificate of insurance with this form. Port must be listed as additionally insured.**

INSURANCE AGENT: _____

AGENT'S PHONE NUMBER: _____

INSURANCE CARRIER: _____

POLICY NUMBER: _____

EXPIRATION DATE: _____

LICENSEE ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, INCLUDING THE RULES AND REGULATIONS WHICH ARE A PART OF THIS AGREEMENT BY REFERENCE.

DATED: _____ PORT INITIALS: _____

LICENSEE NAME: _____



SIGNATURE: _____