

**PORT OF HOOD RIVER
2012 MARINA MOORAGE RULES & REGULATIONS
Effective January 1, 2012**

The word "Port" as used herein shall mean the Port of Hood River, and when appropriate may mean any person authorized to represent the Port. The word "Tenant" is used to indicate the owner of a boat, boathouse, or floatplane moored legally within the Port of Hood River Marina as per the conditions of a signed Moorage Rental Agreement. The word "Tenant" also includes those who have entered into a Moorage Sublease Agreement with the Tenant that has been approved by the Port. The word "Boat" includes boathouse or floatplane where appropriate.

Tenant agrees to comply with all applicable federal, state, county, city, and Port laws, rules, and ordinances, including but not limited to the Marina Moorage Rules & Regulations. The Port may from time to time adopt, amend or repeal rules or regulations governing the use of the Marina and slips. Any amendment to such rules and regulations shall be effective upon notice of such amendment to the Tenants.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port of Hood River and shall be berthed or anchored only where authorized by the Port.

The Marina is a private facility owned and operated by the Port of Hood River, and the intended use of a slip is for recreational purposes and not as a storage facility. Any commercial activity requires a separate agreement.

Agreements

- A Moorage Rental Agreement with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. Leasing of a boat slip by a person who is not a boat owner is prohibited.
- All boats MUST be moored in the slip assigned to Tenant per Moorage Agreement. All boats shall be tied up in berths or at moorings according to good practice or shall be removed from the Marina.
- Tenant acknowledges that the Tenant has inspected the Marina and Slip and has satisfied the Tenant that the same are in good condition and repair and are adequate for the safe mooring of Tenant's boat. Each Tenant accepts the Marina and Slip in their present condition.
- The Port reserves the right to relocate Tenants to another moorage slip at any time.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information.
- Any person who has a signed Moorage Rental Agreement with the Port is expected to have a boat in the water for at least 5 months each calendar year, except when said boat has been removed for repair, weather conditions or other reasonable cause, and approved by the Port. A slip may not be leased and left unoccupied more than 7 months in a calendar year without prior written notice and approval by the Port.
- Boats shall be tethered only to the cleats for their assigned slip.
- Boat partnerships must have all parties identified on the agreement, registration and insurance coverage.
- No offensive activities shall be carried on in the vicinity of the Marina. Tenant shall not engage in any activity that might be dangerous to life or limb nor permit any objectionable noise or odor on Tenant's boat, the Marina, or the premises adjacent to, nor shall anything be done thereon which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property.
- Tenant shall be responsible for and secure compliance of this agreement of Tenant's invitees, guests and family members. Any violation or breach is a breach by Tenant.

Betterment Lists

- A "Betterment List" requesting specific slip numbers is available only for annual Tenants whose accounts are in good standing, i.e., no unpaid balances, and Tenant must be easily reached and readily available to make a move when offered. If a move is offered, but declined, the Tenant's name will be moved to the bottom of the Betterment List. The outside end slips of A and B docks, and under 30 foot boats eastside C-dock slips are exempt from the Betterment List.

Fees

- Annual Tenants have two payment options: single payment due by January 31; or half payment by January 31 with balance paid in full by April 30, with a \$10 "carrying fee." If at least half payment is not received by January 31, moorage must then be paid in full with a \$10 "carrying fee" immediately.
- Payment is due upon receipt of the statement.
- Utility Charges: flat monthly fee of \$20 the entire calendar year per outlet plugged into, even if plugged in a minimum of one day per month. Port Staff does not monitor usage on the boat, therefore any cord plugged into an outlet at the time Port Staff checks the Marina will be charged. If the Port installs meters, Tenant will be responsible for actual metered usage charges.
- Time and material charges may be charged to the Tenant if Port staff attends to boats in danger of sinking or causing damages to other boats or Port property.
- Accessory watercraft:
 - \$25 per motorized watercraft, per month.
 - Non-motorized accessory watercraft owned by the Tenant and commonly identified as dinghies, kayaks, and inflatables will be allowed in the Marina; however, the accessory watercraft must be identified with the Tenant's slip number, and insurance requirements will apply.
 - Storage of accessory watercraft on main walkways or slip fingers will not be permitted. Monthly fees will not be assessed if the accessory watercraft is secured **on** the boat.
 - Accessory watercraft secured **in the water** shall be tied to the boat or slip in a manner as to not interfere with the vessel in the adjoining slip or other boats in the Marina. Monthly fees, per motorized watercraft, will apply. Tenants will not be charged a fee for non-motorized accessory watercraft if it can be safely tied within the footprint of a Tenant's slip. The watercraft when secured must be between the dock and the Tenant's boat and may not extend beyond the beam, at the widest point, of the Tenant's boat. The Port has the final judgment on whether any accessory watercraft in the water is too big for the slip. The Tenant will then have the option of immediately removing the watercraft from the Marina or renting a second slip, if available.

Guest Moorage

- No boat may be moored in a Marina Slip unless a current Moorage Rental Agreement is in effect between the Owner of said boat and the Port.
- Visitors may use the guest dock at the boat launch on the east side of the Marina and pay the appropriate overnight fee. Use of the guest dock shall not exceed the maximum limit according to current Oregon State Marine Board guidelines.

Hold Harmless

- The Tenant agrees at all times to hold the Port of Hood River harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, his or her agents, invitees or employees, and Tenant does specifically acknowledge that the Port of Hood River is not liable under any circumstances for any loss or damage to Tenant's boat, person or property, except as the result of intentional misconduct on the part of the Port of Hood River.

Insurance

- Moorage Tenants agree to provide a marine/watercraft insurance policy with general liability limits of at least \$500,000, and moorage Tenants having fuel capacity of 30 or more gallons shall also provide, as part of the general liability coverage, proof of Pollution Liability coverage to a limit no less than \$25,000.
- Floatplane Tenants agree to provide aircraft liability insurance with minimum coverage of \$1,000,000.
- The Port of Hood River shall be named as additional insured. A certificate of said insurance, issued in the name of the Port, shall be provided. Failure to provide or keep in force such insurance shall be construed as a default of this Agreement and the Port will exercise its right to terminate. Insurance shall remain in force even when the boat may not be occupying the slip.
- The Port is not responsible for any losses or damage to boats in the Marina. Each Tenant will be held responsible for damage that he or she may cause to other boats in the Marina or for damage to any structure. Any boat that may sink in the Marina may require professional salvage at the Tenant's expense, as determined by the Port.

Key Cards

- Tenants will receive up to two key cards at no charge.
- Tenants will receive a maximum of 4 cards issued per slip at any given time.
- The \$35 fee, per key card, is not refundable.
- Damaged or lost key cards will be replaced at no charge.
- Key cards will be issued to Marina Tenants only.

Liveboards

- There shall be no living aboard boats or boathouses in the Marina. Tenants may not stay overnight on their boats more than 3 consecutive days in the Marina. This privilege may be reviewed or revoked by the Port in its judgment, if necessary, to meet regulatory requirements.

Maintenance

- Boats shall be in a seaworthy condition and not constitute a fire hazard, or present a reasonable risk of sinking. If a vessel is subject to these conditions, it shall be removed from the Marina or temporarily repaired or stabilized through reasonable measures at the Tenant's expense.
- Port and its agents and employees shall at all times have access to each Tenant's boat while moored at the Marina for the purpose of inspection, fighting fires or remedying or prevention of any casualty or potential hazard to the boat or the Marina.
- Any alteration of a slip is subject to prior written approval by the Port. In an emergency situation, every attempt will be made to contact the Tenant via the emergency contact information on file. In the event there is no response within 12 hours and Port staff determines that a boat is in danger of sinking or causing damage to other boats or Port property, the Port staff or agents may board the boat and stabilize it. The Port and its agents and employees will not be responsible for any damage to the boat. The Port may charge Tenant costs of any Port staff time or contractor time and materials for stabilizing the boat.
- Tenant shall be responsible for any and all damage to the Marina, including slip, caused by Tenant's boat or activities.
- No major repairs, as defined by the Port, shall be made to boats while in slips or parking lots. In-water hull scraping or removal of paint below the water line is prohibited.
- All maintenance issues are to be reported to the Port of Hood River office by phone, email (to the attention of the Marina Manager at porthr@gorge.net), or in person to ensure appropriate follow-up of items reported.
- Authorization shall be obtained from the Port prior to placement of lockers, chests, dock boxes, cabinets, steps, ramps or similar structures.

- Tenants will be notified 24-hours in advance of any scheduled maintenance work affecting all slips so that the Tenant has the option of being present when the work is done.

Notices to Tenants

- News of interest to the Tenants will be by means of electronic mail. Tenants will need to update Spam filters to allow mail from the portofhoodriver.com domain.
- Any Notification of rules, regulations, or violations shall be in writing and shall be effective when delivered. Delivery will be by email and U.S. Postal Mail addressed to the parties at the address stated in the moorage agreement.

Parking / Special Events

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and a parking space is not guaranteed. Parking shall be in a neat and orderly fashion. The Port may request removal or may remove, at Tenant's expense, any vehicle parked in an improper manner, as determined by Port.
- Parking for an extended period exceeding 3 days must be cleared by the Port.
- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate. Parking of boat trailers and vehicles in the boat ramp parking lot is "day use only."
- Overnight camping is prohibited in the parking areas.
- The Port, at its discretion due to special events in the adjacent park area, may limit the hours of operations of the Marina facilities or limit the number of people that may access any moorage slip, or both. The Port will provide notice at least seven (7) days in advance by posting signage at the walkway entrance and on the Port's website (www.portofhoodriver.com).

Pets

- Dogs MUST be kept on leashes at all times on Port property, including the docks. "Pet Pick Up" bags will be available at the gate for owners to clean up after their pets. Absolutely no waste may go into the water.

Safety/Security

- Main walkways and slip finger walkways shall be obstacle-free of boat supplies, accessories or debris. Water hoses and electrical cords shall be neatly coiled when not in use. The Tenant must remove anything from the Marina that does not fit onto the boat or into a locker. Authorization shall be obtained from the Port prior to placement of lockers, chests, dock boxes, cabinets, steps, ramps or similar structures. All lockers, chests, dock boxes and cabinets must fit within the triangle space at each slip and must not overhang or be placed in walkways.
- No swimming, diving, fishing, or fish cleaning will be permitted in the Marina.
- Use of wheeled vehicles such as motorcycles, bicycles, scooters, skateboards or roller skates on moorage walkways or ramps is prohibited.
- Tenants shall accompany children under 18 years and guests at all times. Disorderly conduct by Tenants and/or guests is cause for immediate termination of the Moorage Agreement and removal of the boat from the Marina. This includes offensive language and loud and rude behavior to others. The Port shall have sole discretion to determine whether conduct is considered disorderly. Please do your part to maintain a family atmosphere at the Marina.
- Sanitary facilities shall not be discharged in the Marina except at an operable pump-out station, nor will refuse be thrown overboard. Garbage shall be deposited in receptacles supplied by the Port. Hazardous materials, including batteries, oil, paint, etc., shall be immediately removed from the Marina slips and Marina Park by the Tenant.
- Use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning your boat.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- Boats not marked or identified as required by law will not be permitted within the Marina.

- All boats shall be tied up in berths or at moorings according to good practice or shall be removed from the Marina.
- All mooring lines must be in good condition and not have any visible fraying.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway.
- Electrical cords must be in good condition with a thread or twist lock adapter and be coiled with no cords in the water. Boat must have proper 30/50 amp 120 volt AC breaker panel with proper 30/50 amp cord and plug, or 20 amp plug or adapter.
- The Marina is a NO WAKE ZONE. Boats within the Marina must be operated at a speed less than that which will create a wake.

Garbage

- Garbage receptacles are available at Marina gate for use by Marina Tenants only.
- Garbage or other refuse of any type must always be placed in appropriate containers. It may not be left at the Tenant's slip or on the walkways. Receptacles are not intended for disposal of personal belongings brought from home.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.
- Hazardous materials, including batteries, oil, paint, etc., shall be immediately removed from the Marina slips and Marina Park by the Tenant.

Subletting

- A sublease policy was approved by the Port of Hood River Commission on July 15, 2008 and will remain in force until further action is taken by the Port of Hood River Commission. This Policy is for annual Tenants only. The Sublease Policy is as follows:

❖ Tenant Responsibility

- An administrative fee of \$75, paid by the tenant and payable to the Port of Hood River, shall be submitted with the completed Moorage Sublease form for approval.
- Submit proof of insurance with Moorage Sublease form. The Certificate of Insurance must be on file with the Port office prior to the watercraft occupying the slip. There are no exceptions.
- The maximum sublease term within a 12 month period is six (6) months. The Tenant's boat is otherwise expected to occupy the slip.
- Tenant may choose to sublet their slip to a person of their choice; however, the Waiting List will be made available if requested.
- Tenant retains full responsibility for agreement and insurance submittals to the Port, and providing the Sublessee with Marina access by Port-issued key cards only.

❖ Sublessee Responsibility

- Complete and return the signed Moorage Sublease form.
- Secure appropriate insurance coverage. The Port of Hood River shall be the Certificate Holder along with being named as Additional Insured. The Tenant may also be named Additional Insured.
- Sublessee shall pay the Tenant a monthly rate not to exceed one month prorated of the annual slip rate for the term of the sublease, plus applicable monthly fees for accessory motorized watercraft and/or electrical power.
- Signature by Sublessee confirms that a copy of the Tenant's Moorage Agreement and a copy of the Moorage Rules and Regulations have been provided and Sublessee agrees to all terms and conditions. Any violation of the Tenant's Moorage Agreement or of the Moorage Rules and Regulations is cause for termination of the Sublessee's and Tenant's moorage rights.
- Second-party subleasing is prohibited.

❖ Port Responsibility

- Verify Tenant's account is in good standing and that Tenant qualifies for consideration of Moorage sublease.
- Approve or deny the sublease request within ten (10) calendar days following submission to Port offices.
- Verify legitimate occupancy of slip by authorized Sublessee.
- Notify Tenant of end of authorized Sublease period.

Termination

- Voluntary termination of agreements may have unused moorage pro-rated determined on a case-by-case basis, with the re-renting of the slip a prime factor.
- Tenants selling boats do not have the authority to transfer moorage slips, key cards, or annual payments to new owners. "For Sale" signs shall be posted on the bulletin board at the ramp gate.
- Termination by default, the Tenants will receive written notification via email and US Postal service registered or certified to the address stated in the Moorage Agreement. The Tenant will have 2 days to remove the boat from the Marina.

Defaults

- Failure to pay moorage as per the agreement or any other charges within 10 days after written notice to Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any rule or regulation within in 10 days after written notice from the Port. If such noncompliance cannot be cured within 10 days, this provision shall be satisfied if the Tenant receives approval from the Executive Director of the Port.
- If the default is not remedied the Port may:
 - Terminate the moorage and relet the slip
 - Recover any unpaid rent and damages, including attorney's fees, if any
 - Take possession of the boat, its apparel, fixtures, equipment and furnishings, and retain possession at the Marina or elsewhere until all charges then owing, and all charges thereafter have accrued are full paid, and all violations of the terms have been cured.

Unauthorized Moorage

- No boat storage is allowed outside of boathouses. Moorage for extra boats may be arranged through the Port office.
- If a boat, boathouse or floatplane is moored in the Marina without Port permission or the owner has refused or failed to sign a moorage rental agreement acceptable to the Port, the boat, boathouse or floatplane shall be subject to immediate eviction. The owner shall be responsible to comply with all Port Marina moorage rules and regulations during occupancy, and be liable for moorage rental charges based on the monthly moorage rate. The boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of moorage rules and regulations are cured. These remedies are in addition to and shall not be deemed in lieu of any other rights which the Port may have by virtue of federal and State laws, and local ordinances, including any Port ordinance.

Waiting List

- In the case of a person who has been on the moorage waiting list, the prospective Tenant will be given 30 days to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the 30-day requirement cannot be met and the prospective Tenant would like to remain on the Waiting List, his or her name will be moved to the bottom.

Waiver

- Waiver of performance of any provision herein or in any other rules or regulation adopted by the Port shall not be a waiver of nor prejudice the party's right otherwise to require performance of the same provision or any other provision.