

**PORT OF ASTORIA**  
**HAUL-OUT, BLOCKING & STORAGE AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Port of Astoria ("the Port") and \_\_\_\_\_ ("Owner" or "Agent"), and shall be effective upon signing by both parties hereto.

For and in consideration of the Port providing haul out, blocking and/or storage services for the vessel or trailer hereinafter described ("the Vessel"), the parties hereby agree as follows:

**1. Interpretation of Terms.**

- A. "Owner." Unless the context indicates otherwise, references to "Owner" in this Agreement shall likewise apply to "Agent," whether or not expressly stated.
- B. "Vessel." For purposes of this Agreement, "Vessel" shall include the Vessel specifically described in Section 3 as well as any substitute or replacement vessel acquired by Owner during the term of this Agreement.

**2. Owner Information.**

Name: \_\_\_\_\_  
*Last First Middle*

Street Address: \_\_\_\_\_  
*Street number and name City or Town State and Zip*

Mailing Address (if different):

\_\_\_\_\_  
*Street number and name/P.O. Box City or Town State and Zip*

Telephone: \_\_\_\_\_  
*Home Work Cell*

Driver's License No. \_\_\_\_\_ State of Issuance: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
*Name Phone Relationship*

Authorized Agent, if any: \_\_\_\_\_  
*Name Address Phone*

**3. Vessel Information.**

Vessel Name: \_\_\_\_\_

Type of Vessel: \_\_\_\_\_

State Registration or Documentation #: \_\_\_\_\_

Overall length: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Moorage or security holder: \_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Address*

4. **Fees; Payment Terms.** Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, through the effective date of termination of this Agreement, Owner shall pay to the Port a fee calculated as follows:

\_\_\_\_\_ per foot/per day for first \_\_\_\_\_ days **Total:** \_\_\_\_\_

\_\_\_\_\_ per foot/per day days \_\_\_\_\_ through \_\_\_\_\_ **Total:** \_\_\_\_\_

Accounts will be billed monthly and payments are due within (30) days of billing date. If payment is not made in (60) days a late charge of 1.5% (or as amended from time to time by the Port Commission) shall be assessed.

**ALL CHARGES MUST BE PAID IN FULL BEFORE VESSEL IS LAUNCHED OR TRAILER LEAVES THE YARD.**

5. **Owner/Agent Representations.** Owner/Agent represents and warrants as follows:

- A. He or she is the true and lawful Owner of the Vessel or is an authorized Agent of the true and lawful Owner.
- B. Except as expressly stated as follows, there are no outstanding claims of sellers, co-owners, lenders, purchasers, or other liens or encumbrances of any kind against the Vessel:

\_\_\_\_\_

6. **Terms of Use.**

- A. Owner acknowledges that Port is a working boatyard with limited available space. Owner agrees that any vessel maintenance must be completed and the Vessel must be removed from Port property by \_\_\_\_\_, 20\_\_\_\_\_.
- B. Owner is responsible for timely payment of all applicable fees for haul-out, blocking, and storage for the Vessel. To the extent allowed by law, Port may assess a lien against the Vessel and any other property of Owner for any unpaid fees, costs, or other charges incurred by Port under this Agreement. If any amount due under this Agreement is not paid within sixty (60) days of the Port's written demand for payment, such amount shall be deemed delinquent and Port shall have the right to foreclose its lien and sell the Vessel or other property as provided by law.
- C. Owner shall provide a performance bond in the amount of \$\_\_\_\_\_ to cover removal expenses in the event the Vessel is determined to be abandoned. If the Vessel is not removed from Port property by the date listed in Section 6.A above, Port may make a claim against such performance bond for the actual and incidental costs of removing the Vessel from Port property.  
\_\_\_\_\_ *Boatyard Manager to initial here if waived.*
- D. Owner acknowledges that the Port agrees only to provide reasonable care for the Vessel and assumes no liability for loss by fire, weather events, vandalism, or other causes unless the loss is directly caused by the lack of reasonable care by the Port.
- E. Owner understands and agrees that the Port may move the Vessel at any time for purposes of utilizing the Port's storage area or making changes, repairs, or alterations therein, provided that no charge shall be made to the Owner for such moves unless the Vessel is moved for nonpayment, disposal, or Owner negligence.
- F. Owner/Agent shall comply with applicable federal, state, and local laws and ordinances, and all rules, regulations and special instructions issued by the Port. Owner shall comply with the *Port of Astoria Boat Yard Best Management Practices*, which are attached hereto as Exhibit A and incorporated herein by this reference. Egregious or repeated failure to comply with requirements in this paragraph shall be grounds for immediate termination of the Agreement and refusal by the Port to enter into future agreements with Owner.
- G. Owner/Agent grants the Port or its agents free access to the Vessel at all times for the purpose of inspection, moving the Vessel, fighting fire, or preventing any casualty or potential hazard.

**7. Assumption of Risk; Indemnification; Hold Harmless.**

- A. Blocking; Haul-Out; Launching. Owner acknowledges that launching a vessel or hauling a vessel out of the water may involve some risk to the Vessel. Furthermore, unless otherwise agreed, blocking or other support provided for the Vessel shall be done in a manner deemed most appropriate by Port personnel. Owner assumes the risk of injury or loss to the Vessel during haul- out and launching and shall indemnify and hold harmless Port from any and all liability for damages caused thereby, except when such injury or loss is directly attributable to the Port’s failure to comply with Owner’s written advance notice of specific support requirements for the Vessel.
- B. Use of Facilities or Equipment. Use of Port facilities and equipment provided by the Port is at Owner’s own risk. Owner assumes full responsibility for, and shall indemnify and hold harmless Port, its officers, agents, employees, successors, and assigns from, any injury to the person or property of Owner, Agent, their invitees, or any third party, arising from Owner’s or Agent’s use of Port facilities or equipment.

**8. Termination.**

- A. This Agreement is personal to Owner and his or her heirs and assigns, and shall continue until terminated as provided herein, regardless of sale, modification, or replacement of the Vessel specifically described. Unless and until the effective date of termination, Owner shall be responsible for all costs associated with Vessel, including but not limited to costs for labor, storage, administration, environmental compliance, and disposal.
- B. This Agreement shall terminate when all amounts due to the Port have been paid and one of the following has occurred:
  - (1) The parties have entered into another agreement expressly intended to supersede this Agreement; or
  - (2) The Vessel is removed from Port property; or
  - (3) Owner has notified the Port of the sale of the Vessel and the Port has fully executed a separate agreement with the new owner.

**9. Amendment.** This Agreement may be amended in a writing signed by both parties hereto. Oral agreements or understandings shall not be binding upon either party.

**10. Assignment.** Except in the event of death or incapacity of Owner, this agreement may not be assigned without the express written agreement of the Port.

**11. Applicable Law; Venue; Attorney Fees.**

- A. This Agreement shall be interpreted according to the laws of the State of Oregon.
- B. In the event of legal action to interpret or enforce this Agreement or any of its terms, unless otherwise agreed by the parties, venue shall be in the Clatsop County Circuit Court in Astoria, Oregon.
- C. The prevailing party in such action shall be entitled to recover from the other party the reasonable costs and fees, including attorneys’ fees, incurred in such action, whether at trial, in arbitration, or on appeal.

**By signing below, Owner/Agent acknowledges that he or she is familiar with the Agreement and has had the opportunity to consult with legal counsel before signing.**

**OWNER/AGENT**

**PORT OF ASTORIA**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**PORT OF ASTORIA**  
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**Exhibit A**

**Port of Astoria Boat Yard Best Management Practices (BMP)**

1. Washing of vessels shall be performed in area designated by the Port. Port will provide water and hose. Owner/Agent must provide his/her own scrub brushes and tools. No detergents or chemicals that would cause water pollution will be allowed.
2. Inspection haul-out will be for the inspection of the hull condition only and will not exceed one (1) hour. Additional sling time will be charged according to published rate schedule. Rates may be found at the Port of Astoria's website ([www.portofastoria.com](http://www.portofastoria.com)) or in the Boatyard Office.
3. Charges for lift commence at the time scheduled unless lift operator is not ready to commence lift. Time of completion is when the operator of the lift, crane, or other equipment is no longer engaged in handling Owner's/Agent's vessel or equipment.
4. Use of the Travelift and/or crane for operations other than above will be charged at published rates. Rates may be found at the Port of Astoria's website ([www.portofastoria.com](http://www.portofastoria.com)) or in the Boatyard Office.
5. Special care must be taken in placement of slings of Travelift/crane to ensure no damage to hull fittings. The vessel Owner/Agent must signify to the lift operator his or her agreement to placement of the slings and that such placement will not damage the hull fittings. The Port **will not** be responsible for underwater damage caused by improper location of slings.
6. Vessels with hard chines, bilge keels, rubber stakes, rolling chocks, etc., are vulnerable to stretching of slings when hoisting. Every effort is made to avoid such damage but vessel Owner/Agent should not request his vessel be hoisted by Travelift/crane if he or she is not willing to assume damage by haul-out in this manner.
7. No raising of sails. While on the hard surface of the yard, removal of standing rigging must be pre-authorized by Port personnel.
8. All fore and aft stays and other apparatus that may interfere with hoisting of vessel must be loosened or removed by Owner/Agent. If critical supports need to be removed, it is the Owner/Agent's responsibility to secure stays by an alternate method in order to ensure a safe haul-out.
9. All sails and roller-furling headsails must be removed during the months of November thru March and any other times required by Port personnel.
10. Boat coves, equipment or accessories must be kept secure, neat and tidy and present a good appearance at all times.
11. Area around boat must be kept clean and neat at all times and swept at the end of each day. Failure to keep area clean will result in an environmental clean-up surcharge.
12. Prior to a lift, Vessel Owners/Agents should ensure that all gear and equipment on the vessel is secured against lurching or swinging.

13. Security of vessel, once placed in Owner/Agent-provided cradle, becomes the responsibility of the vessel Owner/Agent.
14. Prior to haul-out or vessel movement, vessel Owner/Agent should ensure that the Vessel is protected by insurance that will cover vessel haul-out, blocking and storage in the repair area, including damage caused by weather and wind.
15. Do not move or shift pads, stands, or blocking. Only Port personnel are authorized to move or shift stands. Customers moving stands or shifting pads constitute a violation of the Port agreement.
16. Prior to vessel placement on hard surface, Owner will advise Port personnel of work to be performed on vessel. Owner/Agent will not request, require, or engage in any action that may be dangerous to life or limb, or permit any unreasonably or unavoidably objectionable noise or odor on his/her vessel, or permit anything to be done on the vessel or trailer which tends to create a nuisance or to otherwise unreasonably disturb any other lessee of the Port.
17. Paint spillage must be cleaned up immediately. Spray painting and sandblasting are not allowed without full containment approved by DEQ and the Port. All sanding or grinding of hull surface must be contained by either a filter bag or vacuum.
18. Oil, paint, fuel bilge, sewer, or other volatile liquids must not be permitted to enter sanitary or stormwater drains and must not be discharged or thrown overboard. Please see Port personnel for disposal instructions and fees.
19. Do not help yourself to materials (wood dunnage, planking) without permission from Port personnel.
20. The Port will not rent out or loan power tools.
21. A vessel owner engaged in work on his/her vessel must be respectful of boundaries and take care not to interfere with the work of other boat owners.
22. No one shall live aboard his or her vessel for more than thirty (30) days at any one time and shall not live aboard a vessel without prior written approval of the Port. Liveaboards shall be charged a per-day charge according to published rates. Rates may be found at the Port of Astoria's website ([www.portofastoria.com](http://www.portofastoria.com)) or in the Boatyard Office.
23. No barbecues are allowed in boatyard. No open flames are permitted without Port's written approval.
24. No RV parking in the boatyard area.
25. Do not board any vessels in the yard without permission from boat Owner/Agent.
26. NO PETS ARE ALLOWED IN THE BOATYARD AREA AT ANY TIME.

**Port of Astoria is not responsible for loss or damage to vessel or articles left in or attached to vessel as the result of fire, theft, accident, vandalism, or weather events. The Port of Astoria is not liable for damages to owners, guests, etc. whether working in or visiting the yard premises.**

**I have read and understand the Port's BMP** \_\_\_\_\_ *Init.* \_\_\_\_\_ *Date*