



Port Of Port Orford
P.O. Box 490, Port Orford, OR 97465

FACILITY USE APPLICATION AND AGREEMENT

BOAT OWNER _____ BOAT NAME _____

BOAT NUMBER _____ HOME PORT _____

BILLING NAME _____

BILLING ADDRESS _____ CITY _____ STATE _____ ZIP _____

LOCAL ADDRESS _____ CITY _____ STATE _____ ZIP _____

CELL PHONE # for SMS _____ E-MAIL _____

EMERGENCY CONTACT; NAME _____ PHONE NUMBER _____

LENGTH _____ BEAM _____ DRAFT _____ WEIGHT _____

TYPE: COMMERCIAL _____ SPORT _____ OTHER _____

Permission is required to rent space for the boat described above at the Port of Port Orford dockage facilities subject to all rules and regulations described by the Port of Port Orford Ordinance 86-1, including all future revisions thereof, on file, or to be filed in the Port of Port Orford office, AND THE SPECIAL CONDITIONS BELOW:

PORT OF PORT ORFORD: Use Permit

The applicant on the foregoing application for use permit, hereinafter called the Permittee, agrees as follows:

1. The permittee shall pay for mooring and hosting of their vessel in an amount to be established from time to time by resolution of the Port of Port Orford, hereinafter called the Port.
2. In the event it becomes necessary for the Port, by civil action, to enforce the collection of any sum of money due from the Permittee, the Permittee shall pay all collection costs, including but not limited to, court costs and reasonable attorney's fees, which the Port may incur as a result thereof. Past-due accounts shall be charged interest at the rate of 1.5% per month, compounded.
3. In the event Permittee is more than 60 days delinquent in the payment of any sum due the Port under this agreement, Permittee shall forfeit all seniority and the Port may secure the vessel and move it to another location at the Permittee's expense. IT IS SPECIFICALLY AGREED THAT THE PORT MAY HOLD THE VESSEL FOR SATISFACTION OF THE DEBT, AND MAY SELL SAID VESSEL FOR SATISFACTION OF THE DEBT AT PUBLIC OR PRIVATE SALE. IT IS ALSO AGREED THAT THE PORT SHALL GIVE NOTICE OF SALE OF VESSEL TO PERMITTEE AT THE ADDRESS ON THIS AGREEMENT 10 DAYS PRIOR TO THE SALE. It is understood that Permittee shall notify the Port of any transfer of title or ownership of said vessel and any change of address within 5 days of the date of change.
4. Permittee agrees to comply with the rules and regulations set forth in Port Ordinances or Resolutions as fully as though they were set forth herein. Should a breach of this agreement or a violation of such rules occur, the Port may immediately terminate this agreement at its sole option and take repossession of the dock space.
5. Permittee agrees to indemnify and hold harmless the Port against any and all damage to property, injuries to or death of any person, arising from Permittee's use of the Port facilities and boat hoist.
6. Permittee shall be responsible for any loss of the property of the Port occasioned through Permittee's negligence, or the negligence of any of the Permittee's employees, contractors, or any other party.
7. Dockage space, once assigned, may not be transferred, loaned, or sublet by Permittee, except with the approval of the Port. Seniority rules determine where Permittee's vessel shall be located.
8. Permittee agrees that this Use Permit applies only to that vessel described in the foregoing application. Each vessel owned by Permittee requires a use permit.
9. Permittee further agrees that they shall keep their vessel, trailer, and items of personal property in, on, or about the Port facilities, plainly and visibly marked so that they can be identified.
10. This constitutes the entire agreement between the Permittee and the Port of Port Orford. No modifications or amendments of this agreement shall be valid unless evidenced in writing and signed by both parties.
11. Permittee shall comply with all applicable regulations established by the Occupational Safety and Health Administration (OSHA), including but not limited to requirements for the use of personal protective equipment (PPE). At the Port of Port Orford, this includes the mandatory use of U.S. Coast Guard-approved personal flotation devices (PFDs) and hard hats in all designated areas. Failure to comply may result in immediate stop-work, suspension, or termination of facility use privileges. - Ref. OSHA Regulations 1918.105(b), 1926.100, and 1926.1425(c), (d), & (e).

I have read the above application and agree to the conditions:

SIGNATURE

DATE

APPLICATION ACCEPTED BY PORT OF PORT ORFORD

DATE