

**PORT OF CASCADE LOCKS MARINA
P.O. BOX 307
CASCADE LOCKS, OREGON 97014
(541) 374-8619 FAX: (541) 374-8428**

MOORAGE RENTAL AGREEMENT 2010

Date: _____ **Expiration:** _____

Annual _____ **Monthly** _____

Moorage Slip Number: _____

The undersigned agrees to abide by the “**Rules and Regulations**” of the Port of Cascade Locks and agrees to pay the proper fee and at the terms indicated by the Port's current "**Marina Moorage Rate Schedule**.” This agreement will expire on the date above unless renewed, with Port permission, prior to that date. The undersigned agrees at all times to hold the PORT OF CASCADE LOCKS harmless against any and all claims and demands arising from the negligence of the undersigned, his or her agents, invitees or employees, and he does specifically acknowledge that the PORT OF CASCADE LOCKS is not liable under any circumstances for any loss or damage to his boat, person or property, except as the result of intentional misconduct on the part of the PORT OF CASCADE LOCKS. The Port reserves the right to relocate the undersigned to another moorage slip at any time.

DEFAULT: In the event applicant does not timely pay, as provided in the “**Marina Moorage Rate Schedule**”, fees and other charges, which are accrued in favor of the Port. Or, if the applicant otherwise violates the Port “**Moorage Rules and Regulations**”, the applicant's boat, 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 this agreement cured. In addition, at its option, the Port may terminate applicant's right to further space, all without prejudice to the right of the Port to collect fees and utility charges under this agreement and until such time as applicant's boat is removed from the Marina. The remedies provided herein 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. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, applicant agrees to pay, in addition thereto, a reasonable sum for Port's attorney fees and court cost before suit, at suit or on appeal.

INSURANCE: The undersigned agrees to list the Port of Cascade Locks as additional insured and keep the insurance in full force and effect during the term of this agreement. Proof of said insurance shall be provided to the Port upon inception of lease. Failure to provide or keep in force such insurance shall be construed as default of this Agreement and the Port will exercise its right to terminate.

REGISTRATION: A current copy of boat registration will be presented to Port upon inception of lease. Failure to provide copies or failure to keep registration current shall be construed, as default of this agreement and the Port will exercise its right to terminate.

Tenant Information

Name: _____
(please print)

Address: _____

Home Phone: _____ **Business Phone:** _____

Cell Phone: _____ **Email:** _____

Emergency Contact:
Name: _____ **Phone:** _____

Drivers License #/State: _____

Name of Boat: _____ **Registration #** _____

Length of Boat: _____ **Width of Boat:** _____

Insurance Carrier: _____ **Policy#:** _____

Primary Colors: _____

Type of craft (Power, Sail): _____

Tenant's Signature: _____

Port of Cascade Locks: _____

**PORT OF CASCADE LOCKS
2010 MARINA MOORAGE RULES AND REGULATIONS**

- The word "**Port**" is used herein to indicate any person authorized to represent the Port of Cascade Locks. The word "**Tenant**" is used to indicate the owner of the boat, moored legally within the Port of Cascade Locks Marina, as per the conditions of a signed Moorage Rental Agreement.

Agreements:

- The Marina is a private facility owned and operated by the Port of Cascade Locks, and the intended use of a slip is for recreational purposes and not as a storage facility. Port of Cascade Locks reserves the right to terminate moorage contract if the Port determines that the slip is being used as a storage facility.
- Any person who has a signed Moorage Rental Agreement with the Port is expected to have a boat in the water except when said boat has been removed for repair, weather conditions or other reasonable cause. A slip may not be leased and left unoccupied. The Port shall retain the right to cancel the moorage agreement if any slip is unoccupied for 30 consecutive days without prior notice and approval by the Port.
- A moorage rental agreement with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. All boats must be moored in the slip assigned to Tenant per Moorage Agreement. Subleasing by a tenant is prohibited. Port Management reserves the right to sublease slips.
- Tenant agrees to comply with all applicable federal and state laws and city and Port of Cascade Locks ordinances and all Marina Moorage Rules & Regulations as established by the Port and as amended from time to time at the Port's discretion.
- When a boat enters the Marina, it immediately comes under the jurisdiction of the Port of Cascade Locks and shall be berthed or anchored only where authorized by the Port.
- Tenant understands that the Marina dock is being rented "AS IS."
- Tenants will keep their home address, telephone numbers & emergency contact information current with the Port.
- The Port is not responsible for any losses or damage to boats in the Marina. Each tenant will be held responsible for damage, which he or she may cause, to other boats in the Marina, or for damage to any structure. Any boat, which may sink in the Marina, is to be removed by the Tenant at the Tenant's expense or may be removed, salvaged or pumped out by the Port, also at the Tenant's expense.
- There shall be no living aboard boats 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.
- No boat except that registered on the current Moorage Rental Agreement is permitted to use the slip without prior Port permission. All boats must have current registrations displayed. Any unregistered boat may be removed from slip at tenant's expense.

- Tenant agrees not to have duplicate copies of the Marina gate key made.

Maintenance: Tenants are expected to maintain their vessel in a clean and ship shape manner so as to not offend their neighbor (torn canvas, worn flags, trash or other materials should be removed) as well as maintaining a clean outer appearance of the vessel. Please use biodegradable products when cleaning your vessel.

- Alteration of a slip is prohibited.
- In an emergency situation when Port Staff boards a boat to prevent its sinking or danger to other boats or Port property, time and material charges may be charged back to the tenant at the Port's discretion.
- No major repairs, as defined by the Port shall be made to boats while in slips or parking lots.
Do/Don'ts:
 - It is prohibited to do any in-water hull scraping.
 - Spray painting is not allowed within the marina.
 - Limit the amount of open solvents or paints on dock to one gallon or less.
 - Always mix paints and epoxy over a tarp.
 - Always use a drip pan and/or drop cloth (tarp) when painting.
 - Do Not dispose of paints or solvents in the marina's dumpster.
 - Use biodegradable cleaners.
 - Liberally use tarps to capture all scrapings, debris and drips or use a vacuum sander.
 - Stretch tarps between the side of the boat and the dock when working over the water.
 - Reverse the boat in the slip to work on the far side.
- Engines & Bilges:
 - Use absorbent bilge pads or socks to soak up oil and fuel.
 - Recycle and/or dispose of petroleum products properly.
 - Dispose of used oil filters properly and make sure they are thoroughly drained.
 - Do not discharge bilge water if there is a sheen to it.
 - Do not dispose of any fuels or used oil in the marina's dumpsters.
- Contact the Port Administration office for the nearest recycling and disposal location (containers designated at Port maintenance building at west end of Marine Park)

**ALL HAZARDOUS WASTE MUST BE DISPOSED OF PROPERLY.
CONTACT THE PORT OFFICE FOR MORE INFORMATION AT: (541) 374-8619**

- All hazardous Material spills must be reported to the US Coast Guard and Port Office immediately. Tenants are responsible for any environmental cleanup assessments.

Sewage/Garbage disposal:

- Sewage of any kind must never be discharged overboard. Tenants should use the public pump-out station located on the transient dock. "Port-a-Pot's should never be emptied in the restroom.
- Disposal of all garbage/refuse shall be in the proper shore-side receptacles supplied by the Port. (Located at Marina gate & end of middle dock).
- Please recycle materials and put in appropriate receptacles supplied by the Port. (Located at Marina gate & end of middle dock).

Safety/Security:

- Vessel shall be in a seaworthy condition, (ready for immediate cruising in local waters) 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. The Port shall have the right to require an inspection of any boat in the Marina to determine seaworthiness and adherence to fire and safety requirements. Such inspection will be done at owner's expense. Port reserves the right to declare any vessel as un-seaworthy at its sole discretion
- Appropriate insurance coverage must be maintained (See Moorage Rental Agreement for details).
- Main walkways and slip finger walkways shall be obstacle-free. Authorization shall be obtained from the Port prior to placement of lockers, chests, cabinets, steps, ramps, or similar structures. Water hoses and power cords should be neatly coiled when not in use and should never cross the main walkways
- Tenants shall accompany children and guests at all times. Disorderly conduct by the tenant or guest, as determined by the Port in its sole discretion, shall be cause for immediate termination of the Tenant's Moorage Rental Agreement and removal of the boat from the Marina. This includes, but not limited to offensive language and loud and rude behavior to others.
- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- Boat owners are required to check their vessels regularly, especially after heavy rain or winds. Canvas covers, dock lines and bilge pumping are the boat owner's responsibility. Any vessel that poses a threat to other vessels due to negligence will be attended to and the Port may charge the tenant for all time and materials.
- Boats not marked or identified as required by law will not be permitted within the Marina.
- Each tenant is responsible for the safe mooring of their vessel, and shall furnish and maintain their own safe and adequate lines and chaffing gear. Fenders etc. should be attached to the vessel and no bumpers shall be attached to the docks except by prior permission from the Port.

- Boats within the Marina must be operated at a speed less than that which will create a wake.
- No swimming, diving, fishing or fish cleaning will be permitted in the Marina.
- All tenants will use a Marine Shore power cord for 30 amp or 50 (220 volt) amp hookups depending on your specific pedestal. **Outdoor extension cords are not acceptable.** The Port reserves the right to replace the cord at the tenant's expense, if tenant takes no action.
- Tenants are issued a gate card key, Please keep gate locked at all times. On occasion gate is left open & monitored with permission from the Port for various Marina events.

Parking: Port Management endeavors to provide adequate marina tenant parking at all time, but it is possible that during peak summer months or scheduled events, demand for parking may exceed availability.

- Tenant parking in the lot adjacent to the moorage entrance gate is on a first-come basis and is not guaranteed.
- The Port has designated four "Marina Parking Only" spaces. A parking permit must be displayed in vehicle when using a designated space or may result in towing of the vehicle and or a fine. A parking permit will be issued upon inception of lease. One pass per tenant, replacement pass is \$5.00.
- Parking of individual trailers, cars, etc., shall be in a neat and orderly fashion in areas designated by the Port. The Port may request removal or may remove at Tenant's expense, any vehicle or trailer parked in an improper manner. Parking for an extended period exceeding 3 days must be cleared with the Port's representative.
- 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. Notice will be provided by the Port at least seven (7) days in advance by posting signage at the walkway entrance and Port offices. Failure to comply may lead to termination of the rental agreement at the Port's discretion.

General Information

- Tenants selling boats do not have the authority to transfer moorage slips, gate keys, or monthly/annual payments to new owners. Prorated refunds of unused moorage will be determined on a case-by case basis, with the re-renting of the slip a prime factor. Slips are non-transferable.
- Tenants purchasing a different boat may retain slip as long as the new boat fits into the parameters of current slip. If new boat does not fit the parameters of slip, tenant may be placed on the waiting list for a new slip.
- 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 of the list.

- The Port of Cascade Locks reserves the right to terminate the moorage contract at anytime for late moorage payments.
- The Port Marine Park closes at 10:00 p.m.; all Marina tenants will observe this and other rules identified in Port Ordinance 1997-1.
- Visitors may use the transient (guest) dock in the Marina. Use of the transient dock shall not exceed the maximum time limit according to current Oregon State Marine Board guidelines, currently not to exceed 72 hours for any given week.
- “Pet Pick Up” bags are available in the beach area for owners to clean up after their pets. Absolutely no waste should be thrown into the water.
- Sailors, please secure your halyards away from your mast so that they don’t disturb your neighbor.
- No open burning is allowed in the marina from petroleum-containing waste or garbage that would generate black smoke or noxious fumes.
- Water is turned off in Marina generally November – May.
- Restroom/Showers are provided at the Visitor Center. Doors are automatically locked generally from 11 pm to 6 am. Please contact Port office for access code.

**THANK YOU FOR HELPING US PROTECT THE ENVIRONMENT AND KEEP A
CLEAN AND ENJOYABLE FACILITY!**

Have Fun, Be Safe, Enjoy the Water !!!!!