

**ORDINANCE 217****AN ORDINANCE REGULATING MOORAGE AT FACILITIES OWNED AND OPERATED BY THE CITY OF COOS BAY.**

The City of Coos Bay ordains as follows:

**Section 1. General Provisions.**

**Title.** This ordinance shall be called the "Moorage Ordinance for the City of Coos Bay."

**Purpose and Scope.** The purpose of this ordinance is to secure effective management and control of the dock facility of the City of Coos Bay.

**Interpretation.** This ordinance shall be liberally construed to effect the purposes stated herein. If any section or part of this ordinance is in conflict with any law of the State of Oregon or of the United States, or any rules, regulations, or standards promulgated thereof, then such section shall be governed by and construed according to such law, rule, regulation or standard, whichever the case may be; however, nothing in this Ordinance shall be construed as a limitation on the powers of the City of Coos Bay.

**Severability.** If any portion of this ordinance is declared void by any court of competent jurisdiction, then the validity of the remainder of the ordinance or its application to vessels or persons shall in no way be affected.

**Application.** This ordinance is applicable to all dock facilities now owned or hereinafter constructed by the City of Coos Bay. All vessels or persons entering upon or using such facilities shall be subject to the provisions contained herein.

**Section 2. Definitions.**

**Abandoned Vessel.** Any vessel not registered with the City within forty-eight hours after the time the vessel has become moored at the facility; any vessel which has not been removed from the facility as required under any provision of this Ordinance covering hazardous vessels or termination of moorage.

**Abandoned Personal Property.** Any personal property left on or in the facility without identification, evidence of ownership, or notification to the City of ownership for a period of more than five days.

**Coos Bay.** The estuary commonly known as Coos Bay, and any related estuarine or riparian areas.

**City.** The City of Coos Bay, or the City's designee under an agreement for the management of the Facility.

**Emergency.** A state of imminent danger to life, property, navigation or the environment where time is of the essence.

**The Facility.** The docks, wharves and other related structures owned by the City and commonly known as the Boardwalk of the City of Coos Bay; any other similar structures owned and controlled by the City at any time in future.

**Harbormaster.** The person designated by the City to administer the provisions of this ordinance.

**Hazardous Vessel.** Any vessel which is unseaworthy or which is in such a state of disability that the marine environment, life, or property could become endangered if such state is unduly prolonged; any vessel which presents a hazard to navigation.

**Industrial Waste.** Any liquid, gaseous or solid waste or substance or combination of wastes or substances which results from industrial or manufacturing processes, trade, agriculture or agricultural business, or from the production or recovery of any natural resource, which causes or would reasonably be expected to cause pollution of Coos Bay.

**Litter.** Any and all types of debris and substances, whether liquid or solid or any combination of liquid and solids, including, but not limited to, garbage, refuse, rubbish, glass, cans, bottles, paper and paper products, wrappings, decayed wood, bark, shavings, sawdust or other wood products, cement, lime, cinders, ashes, offal, oil, tar, dyestuffs, acids, chemicals, dead animals or fish carcasses, manure, human or animal wastes, putrid or decaying substances or matter, petroleum wastes, or any machinery, appliances, automobiles or parts thereof, or any other substance which may render Coos Bay or any part of the facility unsightly or unwholesome, or which might otherwise detrimentally effect public health, safety or welfare of Coos Bay or the City.

**Moorage.** Any place where a vessel lies at anchor or is made fast to a dock or is laid alongside another vessel made fast to a dock, including side and multi-side ties.

**Owner/Operator.** Any person who claims, expressly or otherwise, to have lawful care, custody, control or possession of a vessel by legal title, equitable interest,

lease or charter, or by any other method or manner giving the person lawful care, custody, control or possession of a vessel.

**Person.** An individual; a partnership, corporation, association, or other form of legal entity; any entity in fact.

**Seaworthy.** The condition which enables a vessel to be self-propelled, to withstand ordinary attacks of wind and weather, and to be otherwise capable of operating safely in navigable waters.

**Sewage.** All manner of human or animal waste, whether solid or liquid.

**Underway.** The condition of a vessel which is not at anchor and without moorings, and is not made fast to the shore or ground.

**Vessel.** Every description of watercraft, including seaplanes and jetskis.

[Amended by Ordinance No. 277, Section 1, enacted September 7, 1999]

### **Section 3. Registration and Moorage Agreements.**

(1) **Permitted Moorage.** No vessel will be permitted to be moored at the facility, unless the vessel is properly registered, a Moorage Agreement entered into, and all fees and charges have been paid. All vessels mooring at the facility shall be seaworthy; upon request by the City, an owner/operator may be required to demonstrate the seaworthiness of the vessel.

(2) **Registration.**

(a) Time for Registration. All vessels must be registered with the City within twelve hours after arrival at the facility. Registration may be made with the Business Office of the City or with the Harbormaster. If the time within which to register is after regular business hours, or if the Harbormaster is not on duty, a registration form shall be completed and deposited in the drop-box located at the facility. Payment of the fee for the initial term of moorage and any other required fees or charges shall be made at the time of registration.

(b) Information and Authorization Required. At the time of registration, the Owner shall provide the owner/operator's name, residence and mailing address, telephone number, proof of ownership, current and valid documentation and registration, current billing information, and anticipated length of moorage. If the person making the registration is an operator only, owner authorization for moorage shall be made available upon request.

(c) Notice of Vessel Condition. At the time of registration, the owner/operator of the vessel shall provide notice of the physical condition of the vessel, including any structural limitations which could result in damage to the vessel if the vessel is towed or placed in dry dock. Notice of the physical condition of the vessel shall be updated from time to time when the condition of the vessel changes.

**(3) Moorage License Agreements.**

(a) Requirements. No vessel shall be moored at the facility for more than twelve hours without the owner/operator entering into a Moorage Agreement with the City, according to the terms and conditions as set forth in the agreement.

(b) Period. A Moorage Agreement shall be either transient moorage, short-term moorage, or long-term moorage and shall be limited to the dates specified in the agreement. A "transient moorage" shall be any moorage exceeding twelve hours, but less than one week. A short-term moorage shall be a moorage for a period exceeding seven consecutive calendar days, but less than thirty consecutive calendar days. A long-term moorage shall be any moorage for a period longer than thirty consecutive calendar days.

(c) Space Assignment. Each vessel shall be assigned a dock space, which shall be the exclusive location where the vessel may be moored under the Moorage Agreement.

**(4) Live-Aboard Permits.**

(a) Any owner/operator may apply for a live-aboard permit, which shall be in addition to the Moorage Agreement and may be renewed annually. No live-aboard permit shall be granted unless the owner/operator can demonstrate to the satisfaction of the City compliance with all terms and conditions of this Ordinance and any state or federal laws and regulations, including, but not limited to environmental regulations. Any live-aboard permit may be immediately revoked if the City determines the vessel or its owner/operator is in violation of any provision of this Ordinance.

(b) No owner/operator shall use or permit, or suffer another to sleep overnight, prepare food, or conduct any other activity normally connected with temporary or permanent lodging in any vessel moored at the facility without first obtaining a live-aboard permit.

(5) **Renewal.** A short-term and long-term Moorage Agreement may be renewed upon application to the City, and subject to the moorage rates and any generally applicable terms and conditions of Moorage Agreements in effect as of the time of renewal. Application for renewal shall be made no later than the end of the last day specified as the period of the Moorage Agreement. If the Moorage Agreement has not been renewed according to this ordinance, the moorage fee shall be assessed at the transient rate. No Moorage Agreement shall be renewed unless all conditions for the initial issuance of the Moorage Agreement are still being met, and all fees and charges are paid in full.

(6) **Scope.** The Moorage Agreement shall allow the use of the facility for moorage purposes only, and shall grant no further rights, privileges or uses.

(7) **Transferability.** Moorage Agreements shall be issued only to the owner/ operator of the vessel, and shall be valid only for the specific vessel designated in the Moorage Agreement. A Moorage Agreement may not be assigned, sold, or transferred by any means whatsoever; any such transfer shall be void. Sale of a vessel shall not transfer any rights or privileges under a Moorage Agreement; a valid Moorage Agreement does not ensure the transferee will be issued a Moorage Agreement.

(8) **Revocation.** The Moorage Agreement may be revoked by the City upon ten days written notice if the vessel or owner/operator is in violation of the terms of the Moorage Agreement or any provision of this Ordinance.

(a) Notice. Notice of revocation may be by personal delivery or certified mail to the owner/operator at the owner/operator's last known address, and by posting notice on the vessel. The notice of revocation shall state the Moorage Agreement has been revoked, give the reasons therefore, and state the owner/operator has ten days from the date of the notice to correct the violation or have the vessel impounded or otherwise secured at the owner/operator's expense.

(b) Reinstatement. Upon proof of correction of any violation and payment of all costs and charges, the owner/operator may apply for reinstatement of the Moorage Agreement, which may be permitted by the City. If reinstatement is permitted, and a second violation occurs at any time within the next six months, the Moorage Agreement shall be immediately revoked, and no reinstatement shall be allowed.

(9) **Cancellation.** A short-term or long-term Moorage Agreement may be cancelled by the owner/operator upon ten days' written notice to the City, which shall provide an address where the owner/operator can be reached after the termination of the Moorage Agreement for return of any refund as hereinafter

provided. Upon cancellation, the owner/operator shall be entitled to reimbursement, which shall be the difference between the short-term or long-term rate, and the transient rate which would have been charged to the owner/operator for the dates of actual use of the facility had the Moorage Agreement been a transient moorage.

(10) **Denial.** The City may deny a Moorage Agreement to a vessel which is a hazard to health or safety, or if the owner/operator is delinquent on any fee or charge under this Ordinance, or any other City ordinance, or if the owner/operator is unwilling or unable to provide the City with the required registration information. Immediately after a Moorage Agreement has been denied, the owner/operator shall remove the vessel from the facility, and shall either moor the vessel nor permit nor suffer the vessel to be moored until all hazards to health or safety have been corrected and proof of such correction has been provided to the City, all such fees and charges are paid in full, or the required information has been completely provided.

[Amended by Ordinance No. 277, Section 2, enacted September 7, 1999]

#### **Section 4. Fees and Charges.**

(1) **Establishment.** Moorage rates, fees and other charges shall be established by resolution of the City Council, and may be reviewed by the City Council from time to time and raised or lowered as deemed appropriate.

(2) **Terms of Payment.** The vessel's owner/operator shall be liable for all moorage rates, fees and other charges assessed under this ordinance. Moorage rates and live aboard permit fees shall be paid in advance, unless otherwise agreed upon in writing by the City. Invoices for all other fees and charges are due and payable at time of presentation to the owner/operator.

(3) **Late Charges.** A late fee shall be assessed for late payments for each month or part of a month that payments are late. An account is past due if the moorage rate, fee or other charge remains unpaid in whole or in part for a period of thirty (30) days.

[Amended by Ordinance No. 288, Section 1, enacted January 4, 2000]

(4) **Attorney's Fees and Costs.** The owner/operator shall be liable for any and all collection costs and expenses, including reasonable attorney's fees, necessary to collect delinquent moorage rates, fees or other charges or to enforce any other provision of this ordinance.

[Amended by Ordinance No. 277, Section 3, enacted September 7, 1999]

5-3.5

COOS BAY ORDINANCE

5-3.5

#### **Section 5. Removing or Securing Vessels or Personal Property and Public Sale.**

The City may employ the following procedures for the collection of delinquent moorage rates, or other charges or fees, or for the disposal of abandoned vessels or abandoned personal property:

(1) **Notice Owner/Operator.** If moorage rates, fees, or other charges are due and unpaid for a period in excess of sixty days, the vessel may be secured or removed and sold under the terms of this section. At least fifteen days prior to securing or removing a vessel for delinquent moorage rates, fees or other charges, the City shall give notice setting forth the rates, fees, or charges then due, and stating that the City may terminate the Moorage Agreement and seize the vessel or other property if the charges are not paid within fifteen (15) days of the date of the notice. The notice shall be delivered by posting notice on the vessel; and personal delivery to the owner/operator or by certified mail, return receipt requested, at the last address provided by the owner/operator to the City.

(2) **Abandoned Vessels or Personal Property.** In the case of an abandoned vessel or abandoned personal property, or where no address or an incorrect address was furnished by the owner/operator, the City shall make a reasonable attempt to provide actual notice prior to securing or removing personal property; however, if, after a reasonable attempt to provide such notice, the owner/operator has not been contacted, the City may proceed as if notice had been given.

(3) **Securing Vessels and Personal Property.**

(a) If moorage rates, fees, or other charges are delinquent or if a vessel or personal property has been abandoned, the City may take any reasonable measure to secure the vessel or personal property and insure that the vessel or personal property is in the possession and control of the City and cannot be removed from the facility, including but not limited to, the use of chains, ropes, locks, and removal from the water, or removal to a storage area.

(b) At the time a vessel or personal property is secured, the City shall attach to the vessel or personal property a notice which shall state:

(c) The date and time the notice was attached.

(d) A statement that if the account, together with all expenses incurred in securing the vessel or property and the City's collection costs, is not paid in full within thirty days of the date of the notice, the vessel or personal property may be sold at public auction with proceeds applied to satisfy the City charges; and

(e) The address and telephone number where additional information may be obtained concerning release of the vessel or personal property.

(f) The notice may also contain the date and time public auction is to be held, and other information for notices of foreclosure under ORS 87.192(4).

(g) Notice of securing a vessel or personal property shall be sent to the owner/operator by certified mail, return receipt requested, at the last address provided by the owner/operator to the City.

**(4) Recovery of Possession by Owner or Operator.** The owner/operator of a vessel or personal property secured by the City may recover possession as follows:

(a) By making payment to the City of all rates, fees or other charges including costs incurred in securing the vessel or property, notification costs, and other collection costs; or

(b) By entering into a written agreement, upon such terms and conditions as determined by the City, for payment of all unpaid rates, fees and other charges and costs by installment; or

(c) By posting a sufficient cash bond or other security with the City, to be held in trust by the City pending resolution of any disputed changes in a civil action in a court of competent jurisdiction. Upon entry of final judgment, including appeal, or upon settlement between the parties, the City shall receive so much of the bond or other security as is necessary to satisfy any judgment or settlement, along with costs and interest as may be awarded to the City. If personal or real property is pledged as security, such property shall be subject to execution in the manner provided by law.

**(5) Procedure for Public Sale.** If a vessel or other personal property has been secured and the owner or operator does not regain possession, the City may sell the vessel or property at public sale, provided, however, that no public sale of personal property except for delinquent non-payment of moorage rates shall be held within 180 days after abandonment occurs or after notice is given to the owner that the property has been secured, whichever is later. Gear or other personal property associated with a vessel which has been secured and is being held for public auction shall not be subject to this 180 day holding period but may be sold at public auction along with the secured vessel. All sales of vessels and other personal property under this Ordinance, shall be made according to the procedures for notification, foreclosure, and sale provided by Sections 87.172 through 87.206, Oregon Revised Statutes. The City may bid all or part of its charges and expenses at the sale and may become a purchaser at the sale. Sale proceeds shall be applied first to the costs



of the sale, including attorney fees, then to discharge of moorage rates, fees and other charges owed by the owner/operator, and the balance shall be paid as provided by ORS 87.206.

**(6) Hazardous Vessels.**

(a) In event of an emergency, a hazardous vessel may, immediately and without notice by the City, be secured or removed from the facility. If removal is required, the City may take reasonable efforts to notify the owner/operator prior to moving a hazardous vessel. If the City moves a hazardous vessel without prior notice, notice indicating the vessel has been moved shall be given as soon as practicable. In all other cases, the City shall give written notice to the owner/operator, requesting removal of hazardous vessels within fifteen (15) days of the date of such notice. Notice shall be posted on the hazardous vessel, and delivered by personal delivery to the owner/operator or by certified mail, return receipt requested, to the last address provided by the owner/operator to the City.

(b) All risk of loss or damage resulting from securing or removing the vessel shall be borne by the vessel owner/operator. In the event the vessel is moved to another location, the vessel and its owner/operator shall be liable for any and all costs associated with removal and storage of the vessel.

(c) A hazardous vessel which remains at the facility in excess of fifteen (15) days from the date of notice requesting removal may be deemed an abandoned vessel.

(d) In the event any vessel capsizes, sinks or is otherwise disabled in such a manner as to be a hazard to navigation or use of City facilities, all loss, damage or cost of removing the same shall be chargeable to the vessel owner/operator.

**Section 6. Use of Facility.** Every vessel moored at and all personal property located on or at the facility shall be kept and maintained in such a condition of repair, maintenance, and order so as not to constitute a nuisance, pose a substantial risk of danger or harm to persons or property, or be an obstruction to public use of the facility.

**Section 7. Commercial Use of Facility.** No person shall engage in any commercial activity at the facility without first obtaining a vendor's permit and business license from the City, and paying all required fees in advance.

**Section 8. Sanitation and Waste Disposal.**

(1) No person shall throw, place, leave, deposit or abandon, or cause, permit, or suffer to be thrown, placed, left, deposited or abandoned, any industrial waste, litter,

or sewage at the facility or adjacent property, except in receptacles specifically designated for such purpose by the City. No person shall throw, place, leave, deposit or abandon, or cause, permit or suffer to be thrown, placed, left, deposited or abandoned any industrial waste, litter, or sewage into Coos Bay.

(2) No person shall use, or cause, permit or suffer the use of a toilet on a vessel moored at the facility or underway in Coos Bay, unless the vessel is equipped with a device, in good operating condition, adequate to treat, hold, incinerate or otherwise handle sewage in such a manner which will prevent pollution. For the purposes of this section, an acceptable control device is one approved by the U.S. Coast Guard for such purpose.

(3) No person shall clean or process fish or shellfish on any walkway, wharf, dock, barge or pier owned, managed or otherwise controlled by the City, except in places specifically designated and posted by the City for that purpose.

(4) The owner/operator of the vessel shall be personally liable for any and all cleanup costs, fines and penalties assessed by any other governmental unit, resulting from a violation of this section.

#### **Section 9. Safety.**

(1) The safekeeping of a vessel is the sole responsibility of the owner/operator. The owner/operator shall use all reasonable efforts to keep a vessel seaworthy, securely moored, and fully operational, and to otherwise attend to the needs and requirements of vessel maintenance. Failure to so maintain and secure the vessel may result in the vessel being deemed a hazardous vessel and subjected to removal under Section 5 of this Ordinance.

(2) If the City determines that action is necessary for the safety or protection of the facility, any vessel or vessels, or any navigable waterway, the City shall give, or attempt to give written or verbal notice to the owner/operator at the owner/operator's registered address.

(a) If the owner/operator fails to provide needed assistance within a reasonable time after notice has been given, or if the City is unable to notify the owner/operator within a reasonable time after action has been determined to be necessary for safety or protection, the City may, but is not required, to replace defective mooring lines, to attach additional mooring lines, to pump a vessel that is taking on water, to move any vessel to protect the vessel from fire or

**5-3.9**

**COOS BAY ORDINANCE**

**5-3.15**

other hazard, or to render such other services as the City, in its sole discretion, determines are needed.

#### **Section 10. Fire and Safety.**

(1) All vessels moored at and personal property used on or about the facility shall be used and maintained in such a manner and condition so as not to constitute an actual or potential fire or safety hazard. Failure to conform to any local, state or federal law or regulation regarding fire or safety shall be conclusively presumed to be an actual fire or safety hazard.

(2) No person shall dump, discharge, or pump, or allow or cause to be dumped, discharged, or pumped, any oil, spirits, gasoline, distillates, petroleum products, or any other flammable materials onto the facility or adjacent property, or into Coos Bay. All combustible materials shall be stored in such a place and manner as to prevent accidental combustion. No person shall store, allow or cause to be stored on any vessel moored at the facility any fuel, except in tanks or containers specifically designated for that purpose.

**Section 11. Maintenance and Repair of Vessels.** Painting, spray painting, sandblasting, welding, and all major repair or outfitting of vessels is prohibited, without prior written authorization by the City.

**Section 12. Signage.** No person may write or post any written or printed matter or other signage on any place at the facility, except upon places designated by the City for that purpose.

**Section 13. Supervision of Children.** No child under twelve years of age shall be allowed on the facility unless supervised by a parent or responsible adult.

**Section 14. Animal Control.** No animal shall be allowed on the facility unless the animal is on a leash and under the control of a owner or other custodian. No animal shall be tied to any portion of the facility. No person having control of any animal at the facility shall allow waste or droppings of the animal to remain on any wharf, dock, barge, pier or walkway. All animal waste or droppings shall be immediately removed and placed in the nearest waste receptacle.

**Section 15. Sale of Vessels.** Upon transfer of title to any vessel moored at the facility, the vendor of the vessel shall immediately notify the City, and pay any moorage or other charges due at that time. The moorage license agreement shall automatically terminate upon sale of the vessel.

**Section 16. Liability of Owner/Operator.** Any owner/operator shall be fully liable for any damages to persons or property caused by or resulting from the acts or omissions of the owner/operator, his/her agents, employees, invitees, or any person, independent contractor, partnership, or corporation performing any service to the owner/operator's vessel or personal property.

**Section 17. Rules and Regulations.** The City may from time to time promulgate additional rules and regulations for use of the facility.

**Section 18. Reservation of Other Rights and Remedies.** The rights and remedies under this Ordinance are cumulative with the other City ordinances, and other rights and remedies existing at law, in equity and in admiralty. Each right and remedy may be exercised wholly or in part, from time to time and without waiving any other rights or remedies which the City may have against the vessel, the vessel's owner/operator, or against owner/operator's personal property. No delay in the enforcement of any right or remedy shall be deemed to constitute a waiver or election with respect to any right or remedy.

**Section 19. Enforcement.**

**(a) Failure to Enter into Moorage Agreement.** Any owner or operator who fails to enter into a Moorage Agreement within the time required by Section 3 of the Ordinance shall be issued a citation, which shall carry a fine of \$100.00. Each and every day that the owner or operator fails to enter into a moorage agreement shall be a separate and distinct violation, and, in addition to other remedies provided by this ordinance or other law, for which the owner or operator shall be assessed additional fines of \$100.00 per day.

**(b) Other Violations.** Violation of any other provision of this Ordinance shall be grounds for immediate termination of any Moorage Agreement, permit or license and shall be subject to a civil penalty not to exceed \$500.00 per violation. Each day a violation persists after written notice has been provided to the offender shall constitute a separate and distinct violation.

**(c) Revocation of Moorage License and Impoundment.**

(1) Any vessel in violation of any provisions of this Ordinance may, at the sole risk and expense of the owner/operator of the vessel, have its moorage agreement revoked and, if necessary, be moved or impounded, and any charge or expense for moving or storing the vessel shall create a lien thereon for such expense.

(2) The owner shall be notified of the revocation, removal or impoundment, as the case may be, by personal service or first class mail to the address listed

5-3.19

COOS BAY ORDINANCE

5-3.19

on the moorage agreement. The owner shall be given an opportunity for a hearing before the City Council at the earliest opportunity to determine whether revocation, removal, or impoundment, as the case may be, was just and proper.

[Amended by Ordinance No. 277, Section 4, enacted September 7, 1999]

The foregoing ordinance was enacted by the City Council of the City of Coos Bay this 21st day of November 1995.

**5-3**

## **COOS BAY ORDINANCE**

### **City of Coos Bay**

#### **GENERAL TERMS AND CONDITIONS**

(1) Moorage. The City of Coos Bay (City) grants to the designated owner or operator (Licensee) the right to occupy the moorage space identified on the face page of this agreement. The City reserves the right, in its sole discretion, to temporarily or permanently reassign Licensee's vessel to another moorage space in the City's facility to accommodate special events, repairs, improvement,

maintenance or emergencies, or to permit the orderly administration and efficient public utilization of the City's facility. The City will provide five (5) days' written notice to the Licensee, except in case of emergency, for any activity requiring the temporary permanent reassignment of any vessel to another moorage space.

(2) Charges. For the moorage space and other services received from the City, Licensee agrees to pay fees and charges as established by the City. Moorage charges are payable in advance unless a payment plan has been agreed to, in writing, by the City. A late fee of \$10 shall be assessed for payments made after the first of the month for each month or part of a month that payments are late. The City shall also be entitled to recover from Licensee and/or the vessel all costs, expenses and attorneys fees incurred in collection of sums due under this agreement, whether or not court action is filed, or incurred in salvage, termination, removal or sale of vessels or personal property pursuant to this agreement or City ordinances.

(3) Electricity. The City will supply electrical service to the pedestal connection on each dock consistent with the continuity and characteristics of the electrical service provided by the electric utility supplier. The City will not guarantee the compatibility of the service with the electrical system on an individual vessel. Use of electrical service is at Licensee's own risk. The City shall not be liable for any damages caused by Licensee's use of electrical service.

(4) Compliance with Laws, Rules and Regulations. The City has issued and may continue to issue such rules and regulations for the facility as it deems reasonable and necessary. Licensee agrees to comply with all applicable federal, state and local laws, statutes and ordinances, and all rules, regulations, procedures and special instructions issued by the City and the Harbormaster. Licensee must be familiar with all rules and regulations regularly issued by the City, copies of which are available at City offices or the Harbormaster.

(5) Vessel Access. Licensee grants the City free access to the vessel in case of emergency for movement of the vessel, fighting of fire or other casualty or, in the discretion of the City, preventing casualty or potential hazard.

(6) Waiver of Responsibility. The liability and obligation of the City is limited to furnishing that portion of the dock reasonably necessary for Licensee's moorage. The City does not accept the vessel for storage, shall not be responsible for or be liable in any manner for the safekeeping or condition of the same, and is not responsible as a bailee or warehouseman. The City shall not be responsible or liable for any damage or loss to, or theft of, the vessel, its equipment, gear, contents or other property either upon the vessel or upon the City's premises, from any cause whatsoever, or for injury to the Licensee, crew, passengers, agents, permittees or invitees upon the City's premises or and property adjacent thereto. Licensee shall indemnify and hold the City harmless from any loss, damage or injury resulting from the acts or omissions of Licensee, crew, passengers, agents, permittees or invitees.

(7) Condition of Moorage Space. Licensee has inspected the moorage space and adjacent premises and accepts them in their present condition. Licensee agrees to keep the assigned moorage space and adjacent premises neat and clean and will preserve the space in good condition, with allowance for normal wear and deterioration.

(8) Condition of Vessel. Licensee agrees to keep the vessel in compliance with all federal and state laws, fully operational and securely moored and shall otherwise attend to the needs of the vessel. Failure to so maintain and secure the vessel may result in its being deemed a hazardous vessel

and subject to removal in the manner provided by City ordinance, with costs of such removal charged to Licensee. A permit is not required for routine maintenance. Nothing contained herein shall be construed as creating any obligation on the part of the City for the vessel's safekeeping.

(9) Assignment, Transfer, Subleasing Prohibited. This moorage agreement is not transferable. Licensee shall not assign, sublet or otherwise transfer any interest in this agreement or the moorage space. This moorage agreement is valid only for the specified vessel. Licensee shall notify the City within ten (10) days of the sale of Licensee's vessel or change in the vessel's current registration, including the name and address of the purchaser or new operator. Sale of a vessel covered by this moorage agreement transfers no rights or privileges to this moorage agreement nor does it guarantee issuance of a new moorage agreement for the new owner.

(10) Live-Aboards. Use of a moored vessel for living quarters is permitted only if a separate live-aboard permit is obtained from the City. There is no fee for the live-aboard permit; however, failure to apply for a permit will constitute a violation of Ordinance No. 277 and a fine of \$25 will be assessed.

(11) Moorage Renewal, Termination and Refund. The City has no obligation to issue or renew any moorage agreement. Vessels remaining on City premises after expiration of a moorage agreement may be deemed abandoned. Transient vessels must renew the moorage agreement and prepay further transient moorage within twelve (12) hours of the time that the prior transient moorage agreement expires. Failure to do so may result in the vessel being deemed abandoned. The City reserves the right to terminate this moorage agreement due to violations of City Ordinance No. 217, as amended, and City rules and regulations. Long-term moorage may be canceled by the Licensee on thirty (30) days' written notice to City. Prepaid moorage will be refunded pro rata, based on monthly charges, after notice has been provided, and a forwarding address for receipt of the refund.

(12) City's Rights Upon Nonpayment or Abandonment. For purposes of this provision, "delinquent" means a failure to register and prepay vessel moorage within twelve (12) hours of initial arrival. If moorage charges or any other charges due the City become delinquent, or if the vessel is deemed abandoned, the City may, at its option, secure and take possession of the vessel or other personal property so that the same cannot be removed from City facilities until all charges then owing and any charges which thereafter shall accrue are fully paid. Measures taken by the City may include impoundment and/or removal from the water. The City shall give such notices as are required by City ordinance prior to securing vessels; however no prior notice of such action is required in the case of transient vessels or abandoned vessels or property.

(13) Non-Waiver. Nothing contained in this moorage agreement shall be construed as a waiver by the City of any rights and privileges existing under any law, statute or ordinance which the City may have against Licensee or Licensee's vessel. Nothing contained herein shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien under federal law nor a waiver of any other right or remedy under the laws of the State of Oregon.

(14) Change of Address. Licensee is responsible for notifying the City of all address changes. All notices shall be deemed properly mailed to Licensee when mailed to the last address provided to the City in writing by Licensee.

(15) Long-Term Moorage Agreement Option. Licensees under the long-term moorage agreement have the option to allow the City to utilize the Licensees' moorage space for transient

moorage. Under this option, the City may assign the Licensees' moorage space as transient moorage during periods of extended absence of at least 30 days. For every full month of absence, 40% of the long-term moorage will be credited towards the Licensees' long-term moorage agreement for the following month. Should the Licensee decide not to renew the Licensee's moorage agreement, or to enter into other than a long-term moorage agreement, the credit would not be applied. If the Licensee elects this option, the Licensee agrees to provide the Harbormaster 24 hours prior notice of long-term absence and the Licensee agrees to provide the City not less than ten (10) days notice of the Licensee's intent to return to the City facility.

INITIAL ONE:

The Licensee

\_\_\_\_\_ consents

\_\_\_\_\_ does not consent

to the long-term moorage agreement option.