

**PORT OF HOOD RIVER**  
**2018 MARINA MOORAGE RULES & REGULATIONS**  
**Effective January 1, 2018**

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 or Boathouse Lease. The word "boat" includes boathouse or floatplane where appropriate.

Tenant agrees to comply with all applicable federal, state, county, city, and Port laws, codes, and ordinances in addition to these Marina Moorage Rules & Regulations. The Port may from time to time modify these Marina Moorage Rules & Regulations. Any such changes shall be posted on the Port's website at [portofhoodriver.com](http://portofhoodriver.com), and shall be effective on the website posting date unless a later date is specified by the Port.

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 and may or may not be granted.

The Port of Hood River was certified by the Oregon State Marine Board in 2012 as a "**Clean Marina.**" Annual surveys are submitted and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2015. Review the Clean Boater information available from the Oregon State Marine Board here:

[http://www.oregon.gov/OSMB/boater-info/Documents/2015\\_osmb\\_clean\\_boater\\_guide\\_forweb.pdf](http://www.oregon.gov/OSMB/boater-info/Documents/2015_osmb_clean_boater_guide_forweb.pdf)

**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 unless temporary permission is granted by the Marina Manager in limited circumstances.
- 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. The overall length of the vessel must not exceed the assigned slip allowance without Port approval.
- Tenant acknowledges that Tenant has inspected the assigned slip and is satisfied slip is in good condition and 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.
- Boat partnerships must have all parties identified on the agreement, title and insurance coverage.
- No offensive activities shall be carried on by the Tenant at or in the immediate 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. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."

- Tenant shall be responsible for and secure compliance with the terms of this agreement by Tenant's invitees, guests and family members. Any violation or breach by them is a breach by Tenant.

### **Betterment Lists**

- A "Betterment List" requesting notice of slip vacancies is available for annual Tenants whose accounts are in good standing, i.e., no unpaid balances. At the discretion of the Marina Manager, tenants on the Betterment List will be contacted when a slip becomes vacant and must respond within three (3) business days after offered. If a tenant declines, no response is received or if Tenant fails to move their vessel within the time allowed, the Tenant's right to the Betterment slip will expire. The Tenant will retain their place on the Betterment List. However, if a tenant is offered another Betterment move within twelve (12) months and declines or does not respond they will be removed from the Betterment List. Outside end slips are exempt from Betterment List requests. Date order priority is considered for Betterment List requests.
- No fee will be charged when a Tenant requests a "Betterment" move to a slip with the same length classification. Tenants seeking a boat slip with a different classification should apply for the appropriate "Wait List" and pay an Administrative fee.
- Tenants seeking to be on the Betterment List should contact the Marina Manager.

### **Bulletin Board**

- All notices will be posted by Port of Hood River staff only. Notice requests may be emailed to [waterfront@portofhoodriver.com](mailto:waterfront@portofhoodriver.com) or by calling the Marina Manager at (541) 386-0972; or by dropping a notice at the Port office. All notices will be date stamped.
- Notices posted without permission will be removed.
- Event notices may be placed no more than two (2) weeks prior to the event and will be removed the next business day following the event.
- Non-event notices, such as items "For Sale" will be posted for no more than three (3) weeks.

### **Fees**

- Annual Tenants must make payment in full within 90 days of the billing date identified on the statement. A \$35.00 late fee applies to any payment made after 90 days of the billing date identified on the statement. Tenants who have not made full payment within 120 days of the billing date identified on the statement will be considered in default.
- Utility Charges: Water/Garbage – each slip and boathouse Tenant will pay a flat \$5/month fee for water/garbage/recycling that will be billed annually in January. This is a non-refundable fee. Electrical – each slip and boathouse Tenant will pay a minimum of \$5/month for electricity that will be billed annually in January. This is a non-refundable fee. If the electrical usage is more than \$5/month, the overage for actual cost will be billed quarterly.
- Time and materials charges may be charged to the Tenant if Port staff spends substantial time or incurs costs attending to boats in danger of sinking or that may be causing damages to other boats or Port property.
- Accessory Watercraft In Water:
  - o Motorized: \$25 per motorized watercraft, per month, unless watercraft is an inflatable used in service of boat and proper registration and insurance is provided.
  - o Non-Motorized: Non-motorized accessory watercraft such as dinghies, kayaks or inflatables, are allowed if secured within the leased footprint within the slip. The Port has the final judgment on whether any accessory watercraft in the water is too big for the slip. If the Port determines a n accessory watercraft is too big for a Tenant's slip the Tenant must immediately remove the watercraft.

- o Non-Motorized (On Walkways or Slip Fingers): Main walkways and slip fingers shall be obstacle-free of boat supplies, accessories, and debris of a Tenant, Tenant guest or visitor. After describing type and manner of installation and receiving written permission from the Port, Tenants may install a storage box in the slip “triangle” so long as it does not extend on to the adjacent walkways or slip fingers.
- o Statements are payable by the Tenant within thirty (30) business days of the statement date.

### **Guest Moorage**

- No Tenant may allow a guest to moor a boat in the Tenant slip without a Sublease Agreement in effect.
- Visitors may use the boat launch guest dock at the Marina. Overnight fees apply and use of the guest dock shall not exceed the maximum limits posted.
- Guest moorage is not available for floatplanes in the Marina.

### **Hold Harmless**

- Tenants agree at all times to release the Port of Hood River from any claim of liability and hold the Port of Hood River harmless against any and all claims and demands arising from the negligence or wrongful acts of the Tenant, their agents, invitees or employees, and Tenant does specifically acknowledge and agree 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.
- Port may provide or make available utility services at the Marina; however, Port shall not be liable to Tenants or others resulting from, or be responsible to pay any costs associated with, an interruption in or failure to supply electricity or any other utility service at the Marina.

### **Insurance**

- Tenants must provide a marine/watercraft insurance policy with general liability limits of at least \$500,000
- Floatplane Tenants agree to provide aircraft liability insurance with minimum coverage of \$1,000,000.
- Without exception, the Port of Hood River, located at 1000 E. Port Marina Drive, Hood River OR 97031, shall be specifically named as additional insured on all insurance policies required to be maintained by the Tenant in a form acceptable to the Port. A certificate of shall be provided at the beginning of Tenant’s moorage term. The Port shall receive written notice thirty days prior to insurance cancellation. Failure to provide or keep in force such insurance shall be a Tenant violation of these rules, and default of the Tenant’s moorage rental agreement and be grounds for the Port to terminate the Tenant’s lease. Insurance must remain in force even when the boat is not 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. If the Port incurs salvage expenses Tenant will promptly reimburse the Port for said expenses.

### **Keys/Key Cards**

- Tenants may receive up to two key cards at no charge.
- Tenants may receive a maximum of four (4) cards issued per slip at any given time.
- Tenants shall pay a \$35 non-refundable fee, per additional key card issued after two key cards.

- Damaged or lost key cards will be de-activated and replaced at no charge for the first two replaced cards.
- Key cards will be only issued to Marina Tenants
- South Basin Dock keys, which require payment of a refundable \$50 key deposit per key, shall not be duplicated.

### **Liveboards**

- There shall be no continuous living aboard boats or boathouses in the Marina. Tenants may not stay overnight on their boats in the Marina or boathouse for more than 3 nights in any seven-day period. This privilege may be reviewed or revoked by the Port in its discretion.

### **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 immediately removed from the Marina for repair.
- Port and its agents and employees shall at all times have immediate access to each Tenant's boat while moored at the Marina in case of emergency: including fighting fires, remedying or preventing any casualty or potential hazard to the boat or the Marina, such as sinking.
- In an emergency situation, primary contact will be made with the Tenant via the emergency contact information on file. If the Tenant cannot be reached, the person they have designated as their emergency contact person will be called. If it is necessary for Port staff or agents to board a boat, 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.
- In non-emergency situations, it may be necessary for the Port to board a boat, primarily for purposes of Inspection. In such situations, the Port will contact the primary contact and board the boat only with permission of the Tenant or accompanied by the Tenant.
- 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, by email to marina@portofhoodriver.com, or in person to ensure appropriate follow-up of items reported.
- 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.
- Any alteration of a slip is subject to prior written approval by the Port.

### **Notices to Tenants**

- News of interest from the Port to the Tenants will be by means of electronic mail. Tenants will need to update Spam filters to allow mail from the portofhoodriver.com domains.
- Any notification of rules, regulations, or violations shall be in writing and shall be effective when delivered. Delivery will be by email and/or 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 three (3) days must be approved in advance in writing

by the Port.

- Boat trailers shall not be parked in the lot adjacent to the moorage entrance gate without Port written approval.
- Overnight camping is prohibited in the parking areas.
- The Port, at its discretion due to special events in the adjacent park area, may limit access to the Marina parking lot, 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 attempt to provide notice at least seven (7) days in advance by email and on the Port's website ([www.portofhoodriver.com](http://www.portofhoodriver.com)).
- If the Port posts a sign or signs in the marina area requiring that vehicle parking comply with these regulations or conditions listed on the sign, and a vehicle is parked in violation of sign requirements, the vehicle may be towed from the site at the vehicle owner's expense.

### Pets

- Dogs **MUST** be kept on leashes at all times on Port property, including the docks. "Pet Pick Up" bags are available near the Marina 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 in the Marina. 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 16 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 Tenant's 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.
- Graywater and sanitary waste 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. Boats shall be tethered only to the cleats for their assigned slip.
- 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.
- 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.
- Electrical cords must be kept in good condition and be coiled, with no cords in the water. Tenant must use a proper 30/50 amp cord and plug that is approved for Marina use. Port-approved electrical cords are available for purchase at the Port office.

- The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to insure that electrical safety is maintained on and around their vessel. Electrical shock, potentially leading to death, can occur in the water up to 50 ft. away from any dock. **NO SWIMMING** is allowed in the Marina.
- The Marina's main electrical system is designed to cut the power supply to an individual dock if a low level ground fault is detected. It is critical that each Tenant maintain their vessel's electrical system and connection to the dock pedestal to insure no ground faults occur. If the Port determines that a vessel has tripped the GFI system, the Tenant responsible for the vessel shall be notified and access to the Marina power supply shall be immediately terminated until the Tenant can demonstrate to the Port's satisfaction that the ground fault hazard has been resolved and the vessel's electrical system is in good working order. **NO EXCEPTIONS.**

### **Garbage/Recycling**

- Garbage and recycling receptacles are available at or near the Marina gate for use by Marina Tenants only.
- See "Fees" section regarding the annual garbage charge.
- 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.

### **Subleasing**

Annual Tenants in good standing for a minimum of 12 months may sublease their slip to another boat owner for a maximum sublease term of 12 months. A sublease of less than 30 days will not be permitted. Without exception, all subleases must have Port approval. Any agreement by a Tenant to sublease a slip without Port approval is a violation of the lease and may result in Lease termination.

- A sublease may be approved for a time period up to an additional 12 months if special circumstances exist such as an extended voyage. To obtain the sublease extension, the tenant must submit a written request detailing the need for an extension prior to the end of the 12-month term, make payment for all fees (moorage, special assessment, utilities) in advance prior to the start of the extended term, and receive Port approval. A sublease for an extended term may be offered to a Wait List person at the Port's discretion. Monthly Payment of a moorage fee to a Tenant by the sublessee cannot exceed 1/12 of the annual moorage paid by the Tenant. All sublease payments are to be handled between sublessor and sublessee. Sublessor shall provide gate card(s) to Sublessee.
- The sublessee's vessel shall not occupy the slip until ALL required information and payment of an administrative fee has been provided to the Port by the Tenant, the sublessee has met with the Marina Manager to review Marina Moorage Rules & Regulations, and the sublease has been approved by the Port.
- Sublease Application available here:  
<https://portofhoodriver.com/wp-content/uploads/2017/12/Hood-River-Marina-Sublease-Request-Form.pdf>.

## Vessel Replacement or Sale

- A tenant may replace their vessel with another so long as it is compatible with their assigned slip and updated registration and insurance information is provided to the Marina Manager prior to placement in marina. If a tenant sells their boat, the purchasing party may rent the slip for a maximum of 6 months from the date of purchase subject to prior approval from the Marina Manager.
- Once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document.

## Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term shall notify the Port in writing not less than 60 days prior to the Tenant's proposed termination date. After a termination request is received, the Port shall attempt to re-lease the slip for the remainder of the term to someone else. The Tenant will be responsible to pay all amounts owed, including moorage lease payments, any special assessment or debt, and any unpaid annual electric or water/garbage charge for three full calendar months following the month in which notification is received by the Port. After that date, or if another boat owner agrees to execute a lease for the Tenant's slip and signs and provides lease documents satisfactory to the Port, the Tenant's lease shall be terminated and the Tenant shall receive a prorated refund of prepaid moorage from the date that a new tenant occupies the slip or three months after the Tenant's written termination notice is received by the Port, whichever is earlier. The Special Assessment is not refunded due to the Tenant already having received the benefit of the capital improvement.
- If the moorage agreement is terminated because the Tenant is in default the Tenant will receive written notification via email and/or US Postal service mail sent to the address stated in the Moorage Agreement.

## Defaults

- Failure to pay moorage rental as per the moorage agreement or any other Marina fees or charges within ten (10) days after Port written notice is sent to Tenant.
- Failure of a Tenant to comply with any of the terms or conditions of any Port Marina rule or regulation within ten (10) days after written notice from the Port is sent. If such noncompliance cannot be cured within ten (10) days but may be cured within a short time thereafter, the Tenant may apply for and receive approval from the Port Executive Director for an extension of time, or not, in the Port's discretion
- If the default is not remedied the Port may:
  - Terminate the moorage and re-lease the slip.
  - Recover any unpaid rent, charges or fees and any of Port's direct costs including staff and attorney's fees, if any, before suit, after suit is filed and on appeal.
  - 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 arising thereafter are fully paid, and all violations of the terms of any moorage agreement or Port moorage rules and regulations have been cured, or if not cured dispose of the boat and items the Port has taken possession of
  - 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.
- If a past-due payment default is cured, the tenant may be required, at the Port's discretion, to make a single payment by January 31 of the following moorage year.

### **Unauthorized Moorage**

- No boats shall be docked adjacent to a Marina boathouse. Moorage for extra boats may be arranged through the Port office, in the Port's discretion
- 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, be liable for moorage rental charges based on the monthly moorage rate, and may, in the Port's discretion, be charged fees a Marina moorage tenant would be responsible to pay, and be required to pay for any damages caused to the Port marina.  
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 Port 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.

### **Wait List**

- A \$100 administrative fee is charged to be on a moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on multiple lists. Updated Wait Lists are posted on the Port of Hood River website.
- Port staff will notify Wait List persons of potential slips that are available for lease. The slip(s) will be offered to the top three names on the Wait List concurrently with a deadline of five (5) business days to respond to the offer. The slip will be offered to the respondent listed highest of the three people that were contacted. The other individuals will maintain their current standing on the Wait List.
- Within fifteen (15) days of the acceptance of an offer, the Wait List person must enter into a signed lease and make a payment for the prorated moorage. If the prospective tenant does not own a boat they will be given thirty (30) days from the date of acceptance to purchase a boat to be placed in the slip or provide proof that a purchase transaction is pending. If the thirty (30) day requirement cannot be met and the prospective Tenant would like to remain on the Wait List, his or her name will be moved to the bottom of the List.
- If a Wait List person is contacted but is non-responsive, they will maintain their current standing on the Wait List. However, if a second offer is made within a 12-month period and the Wait List person is non-responsive or declines the offer, their name will be removed from the Wait List. If the name is removed, and the person wishes to stay on the Wait List, they would be required to pay another \$100 administrative fee and their name will be placed according to the date the form is received.
- If a slip becomes available for sublease, the Port will notify Wait List persons unless a Tenant has identified a boater who meets all sublease requirements. Waitlist Application available here: <https://portofhoodriver.com/product/marina-wait-list-entry/>

### **Waiver**

- Waiver of performance of any provision herein or of any other applicable laws, rules or regulations by the Port shall not be a waiver of nor prejudice of the Port's right otherwise to require performance of the same provision or any other provision. Time is of the essence of performance of all Tenant moorage agreement requirements and of performance of the terms and conditions of these Port Marina moorage rules and regulations.