

PORT OF HOOD RIVER
2019 MARINA MOORAGE RULES & REGULATIONS
Effective January 1, 2019

The purpose of these Rules and Regulations is to promote the safe and efficient operation of the Port of Hood River Marina (“Marina”) and provide better service for boaters and the public. It is the intent of the Port to encourage tenants to contribute to the efficient operation of the Marina by following the rules and regulations established for this purpose.

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 words “vessel” and "boat" include boathouses or floatplane where appropriate.

Tenant agrees to comply with all applicable federal, state, county, and city laws and rules, and to comply with Port ordinances in addition to these Marina Moorage Rules & Regulations. The Port reserves the right to change the Marina Moorage Rules & Regulations from time to time. Any such changes shall be posted on the Port’s website at www.portofhoodriver.com, and shall be effective on the website posting date unless a later date is specified by the Port. Marina users are responsible for knowing, understanding and complying with the current and updated rules and regulations.

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.

Port staff may deny the use of any of the facilities of the Marina or moorage when not in the best interest of the Port or the Marina.

The Marina is a regulated facility owned and operated by the Port. The intended use of a slips is for recreational purposes, not for storage. Any commercial activity in the Marina or on Port property requires a separate Port agreement that may or may not be granted.

The Port was certified by the Oregon State Marine Board in 2012 as a “Clean Marina.” Annual surveys are submitted to the OSMB and site visits are conducted every three years for recertification. The Port of Hood River Marina was recertified as a Clean Marina in 2018. Review the Clean Boater information available from the Oregon State Marine Board here:

<https://www.oregon.gov/osmb/boater-info/Pages/Environmental-Programs.aspx>

Authorization to Administer Rules and Regulations

The Port Commission authorizes Port staff, including the Marina Manager, to enforce these rules and regulations by written or verbal directions or any other legal means.

Agreements

Moorage Rental Agreements with the Port will be executed only with the owner(s) of the boat that is to occupy the assigned slip. Leasing 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.

New Marina Tenants must provide proof of the following before a lease agreement will be authorized:

- Boat and/ or boathouse ownership
 - Boat and/or boathouse of insurance
 - Current watercraft registration
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- Tenants must provide proof of ownership of the vessel that will occupy their assigned slip. Documents, including but not limited to the following, will be required: Current certificate of Title showing proper owner, current State Registration Certificate or USCG Documentation paper, and insurance with proper owners listed. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.
 - All Marina Tenants and moorage users are responsible to be familiar with and shall be bound by all applicable Marina rules and regulations, irrespective of whether or not they have a signed a Marina application or agreement. Failure to adhere to these rules and regulations may result in moorage termination and penalties.
 - Tenant agreements may be denied, or tenancy may be terminated if any information related to an agreement is misrepresented, incomplete, inaccurate or falsified. The Port reserves the right to verify all verbal or written information presented and to deny any application for any reason not specifically restricted by law.
 - All tenant boats MUST be moored in the slip assigned to the Tenant in a Moorage Agreement. All boats shall be the appropriate size for the slip and 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 the 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 and understands that the Marina dock and slip is being rented "AS-IS".
 - The Port reserves the right to relocate any Tenant 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 partners who own a boat must provide the names and contact information of all partners and name all partners on any Port agreement, boat title, registration, and insurance coverage. have all parties identified on the agreement, title and insurance coverage. Additional or different boat partners may not assume an interest in a Port agreement without prior Port permission, which the Port may grant or deny in the Port's discretion.
 - No offensive activities shall be carried on by a Tenant at or in the immediate vicinity of the Marina. A 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, in the Marina, or on adjacent premises, nor do anything which will create a nuisance or disturb, interfere with or jeopardize the enjoyment of the Marina or of the adjoining property by others. The Port reserves the right in its sole discretion to determine whether an activity is considered "offensive."
 - A Tenant shall be responsible for and assure compliance with the terms of these rules and

regulations 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.

- A tenant must respond within three (3) business days after offered a vacated slip. If a tenant declines, no response is received or if the Tenant fails to move their vessel within the time allowed, the Tenant's right to occupy the Betterment slip will expire. Time of a response to a Betterment offer by those receiving offers will be considered when granting a Betterment location.
- If a Betterment List offer expires, a Tenant who receives but does not accept an offer will retain their place on the Betterment List. However, if a Tenant is offered another Betterment move within twelve (12) months after the Tenant declines or fails to respond to the first Betterment offer within the time allowed, the Tenant will be removed from the Betterment List.
- Outside end slips are exempt from Betterment List requests.
- \$35 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 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.

Defaults

The following are a default of a Tenant's moorage obligations:

- Failure to pay the Port moorage rental as per the moorage agreement or any other Marina fees or charges within ten (10) days after Port written notice of non-payment is sent to a 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 to the Tenant. 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 for an extension of time from the Port Executive Director, which may be granted or denied in their discretion.
- If a default is not remedied the Port may:
 - Terminate the moorage lease, evict the Tenant and boat 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, in the Port's discretion, to make a single payment by January 31 for the following moorage year.

Electric Power

- Electrical meters are read and billed every quarter and on termination of a moorage agreement by the Port.
- Electricity to the Marina is provided by Pacific Power. The Port does not guarantee the continuity of electrical service to any boat or boathouse.
- All electrical service connections by Marina users and Tenants between Marina outlets and any boat must conform to national and state electrical codes.
- Without exception, all shore power cords must be "UL Approved", 30/50amp marine grade weatherproof cords with a twist lock configuration. Cords must be kept in good condition, be coiled, and kept out of the water. Cords should only be connected to and disconnected from the dock power pedestal when the breaker is in the "OFF" position. Cords should be installed to avoid strain being placed on the connection between cord and receptacle. Careful power cord installation and proper maintenance is critical to maintaining a safe and reliable electrical service.
- Port Marina staff may disconnect undersized or non-compliant cords. The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to ensure 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.

Fees

Moorage rates and fees are published online at www.portofhoodriver.com. Tenants are provided 30 days written notice of any rate adjustments.

- Annual Tenants must make payment in full within 60 days of the billing date. Bills will typically be sent on or about January 2. Payment in full is due on March 4, 2019. A \$35 per month late fee applies to any unpaid balance after the due date. Tenants who have not made full payment within 90 days of the billing date identified on the statement will be considered in default.
- Outstanding electric utility invoices provided by the Port 60 days past due will incur a \$15 per month late fee.
- 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, whether or not a Tenant

uses electricity. 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:
 - Motorized: \$25 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided. Watercraft must fit within the leased footprint of the slip.
 - Non-Motorized: A non-motorized accessory watercraft including a dinghy, kayak or inflatable is allowed at no charge if secured within the leased footprint within the slip. The Port has discretion to allow or not allow any accessory watercraft in the water, based on the size, type or location of an accessory watercraft. If the Port denies permission for maintaining an accessory watercraft at a Tenant's slip the Tenant must immediately remove the watercraft from the water or the slip.
 - Port statements are payable by the Tenant within thirty (30) business days of the statement date.
 - The Port reserves the right to terminate a moorage lease at any time if moorage payments or Marina charges are not paid by a Tenant when due.

Garbage/Water

- Garbage receptacles are available at or near the Marina gate for use by Marina Tenants. Recycling is the responsibility of the tenant.
- See "Fees" section regarding the annual garbage and water charges.
- Garbage or other refuse of any type must always be placed in appropriate container. It may not be left at the Tenant's slip or on the walkways. Marina garbage receptacles may not be used for disposal of personal belongings brought from home or elsewhere, unrelated to Marina activities.
- Water is turned off in the Marina generally mid-October through April.
- It is a violation of federal and state laws to put refuse of any kind in the water. This includes fish parts.

Guest Moorage

- No Tenant may allow a guest to moor a boat in the Tenant slip unless the guest has signed a sublease agreement previously approved by the Port.
- 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 allowed 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

- Appropriate insurance coverage must be maintained by each Tenant. Tenants must at all times during their moorage occupancy keep in effect a marine/watercraft insurance policy with general liability limits of at least \$500,000.
- Floatplane Tenants must keep in effect 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 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 insurance shall be provided to the Port at the beginning of Tenant's moorage term. The Port may require that a Tenant provide proof of required insurance coverage renewal and at any time during moorage occupancy.
- The Port shall be entitled to receive written notice from a Tenant's insurance carrier thirty days prior to any insurance cancellation or expiration.
- Failure to provide or keep in force insurance required by this section shall be a Tenant violation of these rules and regulations, be a default of the Tenant's moorage rental agreement and be grounds for the Port to terminate the Tenant's lease.
- Required insurance must remain in force even when the vessel is not occupying the slip.
- The Port is not responsible for any losses or damage to boats, boathouses or airplanes in the Marina. Each Tenant will be responsible for damages that he or she causes to other boats, structures, property or to persons in the Marina.
- Any boat that sinks in the Marina may require professional salvage at the Tenant's expense, as determined by the Port. If the Port believes a vessel is not being promptly and properly removed from the marina by a Tenant the Port may incur salvage expenses to remove the vessel, in which case Tenant will promptly reimburse the Port for those salvage expenses and any related expenses.

Inspections

Upon receiving a Port request, a boat or boathouse owner must grant permission for an on-board inspection of their vessel or boathouse by the Marina Manager or any other person designated by the Port to assure compliance with applicable Marina rules and regulations.

Keys/Key Cards

- Tenants may receive up to two (2) key cards with 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 cards will be de-activated and replaced at no charge for the first two replaced cards.
- Lost Cards will be replaced for a \$35 charge.
- 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. Violation of this policy may result in eviction and termination of a Tenant's lease.

Maintenance and Vessel Repairs

- 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 Tenant maintenance activities to be undertaken by a Tenant which may affect other boats, persons or the Marina must be reported by the Tenant to the Port in advance by phone, by email to waterfront@portofhoodriver.com, or in person to Port staff to ensure the Tenant has permission for the proposed activity and for appropriate follow-up after maintenance activities are undertaken.
- Tenants will be notified at least 24-hours in advance of any scheduled maintenance work affecting all slips so that Tenants have the option to be being present when the work is done.
- Any alteration of a Marina slip is subject to prior written approval by the Port.
- All Marina users and Tenants must use biodegradable, non-toxic, phosphate free cleaners and/or soaps when cleaning their boat.

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. It is the responsibility of the Tenant to inform the Marina Manager of any changes in their email, address or phone number.
- Port notification of Marina rules and regulations including new rules and modifications shall be effective when posted on the Port's website at www.portofhoodriver.com
- Port notice of a lease or rules and regulations violation shall be in writing and be effective when delivered by the Port to a Tenant or other Marina user. Delivery will occur when sent by email and/or when deposited in the U.S. Postal Mail postage paid, addressed to a Tenant(s) or other party at the address stated in a moorage agreement, or which the Port has in Port records or obtains.

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, in its discretion due to special events in the adjacent park area, may limit access to the Marina parking lot and the hours of operations of the Marina facilities. The Port will attempt to provide notice of use limitations at least seven (7) days in advance by email and on the Port's website (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 owner may be cited for violating a Port ordinance, and if a Tenant is

the owner of a vehicle violating posted parking requirements, or if a Tenant allows a guest to park a vehicle violating posted parking requirements, the Port may consider the Tenant to be in breach of the Tenant's moorage lease.

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.

Registration/Ownership

- All moorage applicants must provide proof of ownership of the vessel that will occupy their assigned berth. This vessel will become the "vessel of record" for that berth. Failure or inability to provide satisfactory proof of ownership to the Port will result in denial of moorage privileges or termination.
- All Vessels entering or leasing moorage in the Marina must have a valid identification permanently affixed to the hull and clearly visible from the outside.
- State or Coast Guard registered vessels shall display registration numbers and a valid registration decal. Documented vessels shall have the documented name of the vessel and a valid registration decal displayed on the hull.
- A current copy of boat registration or Coast Guard Documentation will be presented to Port at the beginning of a moorage lease. Failure to provide these copies or failure to keep registration current shall be construed a default and breach of these rules, and be grounds for the Port to terminate a Tenant's lease.
- Any Tenant who attempts to retain their assigned slip using a boat that is not registered in the Tenant's name will lose their right to occupy the leased slip.
- Boats not marked or identified as required by law will not be permitted within the Marina.

Safety/Security

- **No swimming**, diving, fishing, or fish cleaning will be permitted in the Marina. The Marina is an area where electrical shock hazards can occur. It is the Tenant's responsibility to insure 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. **FOR YOUR SAFETY PLEASE DO NOT SWIM 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.
- The conduct of a Tenant's guest's while in the Marina is the full responsibility of a host Tenant. A host Tenant shall meet all Tenant's guests at the Marina locked gate to let them in and shall accompany their guests at all times while in the Marina.
- 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.

- Boats in the Marina shall be operated according to the Rules of the Road and the Navigation Laws of the United States.
- 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, and be securely moored with adequate bow, stern and spring lines. No lines shall cross walkways.
- Boats must be tied so that no part of the boat or its attachments extends over the walkway.
- All mooring lines must be in good condition and not have any visible fraying.
- 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.

Sale or Change of Vessel

- Moorage is non-transferable. The assigned slip is only for the use of the Tenant who is assigned the slip. If a vessel in the Marina is sold, the new owner must submit an application for moorage, and be placed on the appropriate waitlist, like any other person seeking moorage at the marina. A purchaser of a moorage user's vessel does not acquire the moorage user's assigned moorage slip or any other space in the Marina.
- If the Tenant sells their boat and gives notice to the Marina Manager that they are giving up their slip, the purchasing party may rent the slip as a sublease for a maximum of 6 months from the date of purchase subject to prior approval from the Marina Manager.
- A Tenant selling their boat does not have authority to transfer their interest in their moorage slip or key cards or to transfer their obligation to pay annual payments to a new boat owner.
- A Tenant may replace their vessel with another so long as it is compatible with their assigned slip, and updated registration, title and insurance information is provided to the Marina Manager prior to placement of the vessel in marina.
- If a Tenant chooses to give up their slip, once vacated, the slip will be offered to the next eligible betterment or waitlist participant in the manner defined in this document. Every effort will be made to rent the slip, and when a new rental agreement has been signed a pro-rated refund will be issued to the owner for any overpaid amount.

Sanitation

All vessels which moor in the Marina must be in compliance with all regulations established by the U.S. Coast Guard or other Federal or State Regulatory Agencies regarding marine sanitation devices and waste discharge. The discharge of treated or untreated sewage or blackwater is not permitted in the marina or any waters of the United States. FREE self-service pump-out facilities and port-a-potty discharge stations are located at the Marina fuel dock. All Marina users shall use these facilities for the disposal of raw sewage.

Seaworthiness

Vessels moored in the Marina must, at all times, be operable and maintained in a safe seaworthy condition and not constitute a fire hazard or present a risk of sinking. Vessel hull, keel, decking, cabin

and mast must be structurally sound and free from dry rot or other similar defects or deficiencies. If a vessel does not comply with these conditions, the vessel owner must immediately remove it from the Marina for repair. The Marina Manager may ask a vessel owner to demonstrate the seaworthiness of their vessel at any time.

- A vessel that in the opinion of the Marina Manager is hazardous to Marina property or facilities, other vessels or persons may be denied permission to remain on Marina premises.
- Any vessel which is poorly maintained, badly deteriorated or may damage persons or property may be required by the Port to be removed from the Marina at the owner's expense upon receipt of written request from the Port. At least thirty (30) day's advance written notice must be given to the vessel's owner to effect repairs except in cases where the Port believes there is an imminent threat or emergency. If a vessel owner who has been requested to remove a vessel from the Marina by the Port is unavailable or available but refuses to act upon such request, the Port shall have the right to cause removal of the vessel from the Marina at the owner's expense, and to terminate the moorage lease.
- 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 a slip, caused by Tenant's boat or activities.

Shell Dock

The Port's six shell dock storage spaces located on Dock C are rented on an annual basis from August 1 through July 31. Annual rent is due on August 1. Rules and Regulations specific to shell dock storage are outlined in the Shell Dock Annual Rental Agreement.

Storage on Piers or Dock Fingers

- All users of the Marina or its facilities for moorage or otherwise, shall keep their vessel, boathouse and pier or dock fingers in the vicinity of their vessel, neat, clean, orderly at all times. Tenant slip areas must be maneuverable for the Tenant's vessel and other vessels. Storage of anything by a Tenant on piers or dock fingers is prohibited except in approved dock boxes, chests, or steps.
- Main walkways and slip finger walkways shall be kept obstacle-free of boat supplies, accessories or debris by Tenants and Marina users. Tenant water hoses and electrical cords shall be neatly coiled when not in use. Tenants must remove anything of theirs from the Marina that does not fit onto their boat, dock box or chest.
- Each Tenant must obtain permission from the Port prior to placement of chests, dock boxes, steps, ramps or similar structures in the Marina. All chests and dock boxes must fit within the original triangle space at each slip, must not overhang or be placed in walkways, and must not

exceed a height of 36 inches.

- Tenant storage of any potentially hazardous items or materials, batteries, oily rags, open paints, or other flammable or explosive materials are not allowed in dock boxes or chests and shall be immediately removed from Marina slips and the Marina area by Tenants.

Subleasing

- If a Tenant will not be using his/her assigned berth for a period of time, the Port may permit a sublease of the berth provided a Tenant provides a proposed sublease and documentation to the Port to review and approve that complies with the provisions of the Marina sublease policy.
- 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 6 continuous months during a calendar year. A sublease of less than 30 days will not be permitted. Any agreement by a Tenant to sublease a slip without prior Port approval is a violation of the Tenant's lease and may result in lease termination.
- Sub Lessees must provide their boat title, proof of insurance, current registration and State ID to the Port prior to a sublease taking effect.
- An annual Tenant who applies for and receives Port permission to sublet a slip is responsible to promptly pay the Port all Marina fees and costs associated with the Tenant's slip when due and to assure their subtenant's compliance with all Marina rules and regulations during the sub-tenancy. All Port Marina bills will be sent to the Tenant. Notwithstanding a sub-tenancy, a Tenant is fully responsible to pay all charges that accrue on his/her account while subleasing and for collecting such charges from their sub lessee.
- A Tenant is responsible for the removal of their sub lessee's boat from the Tenant's slip at the expiration of the sublease. A Tenant's violation of this requirement is grounds for termination of the Tenant's lease.
- A sublease may be approved for a time period up to an additional 6 consecutive months, in the Port's discretion, if special circumstances exist such as the Tenant taking an extended voyage. To obtain a sublease extension, the Tenant must submit a written request detailing the need for an extension prior to the end of a sub-tenant six (6) month term and make full payment of all Marina charges that will or are expected to arise (moorage, special assessments, utilities) in advance prior to the start of the extended term. 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 and Marina charges by a subtenant to a Tenant cannot exceed 1/12 the annual moorage fee and Marina charges payable by the Tenant. All sublease payments shall be between a Tenant and their subtenant.
- A Tenant is responsible to provide Marina gate cards to their subtenant.
- A subtenant's vessel shall not occupy a Tenant slip until ALL required information and payment of a \$100 administrative fee has been provided to the Port by the Tenant, the subtenant has met with the Marina Manager to review Marina rules & regulations, and the sublease has been approved by the Port. Any proposed change in a sublease must be approved by the Port. If a sublease change is approved, the Tenant is responsible to pay the Port a \$25 fee for each change.
- Sublease Application available here:
<https://portofhoodriver.com/wp-content/uploads/2017/12/Hood-River-MarinaSublease-Request-Form.pdf>.

Termination

- A Tenant who wishes to voluntarily terminate their moorage tenancy before the end of the term must 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 Tenant's 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.

- If within the three month period after the Tenant's notice is received by the Port another boat owner executes 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 and costs paid to the Port after the date a new tenant executes a moorage lease. If no new tenant signs a lease within the three month period the Tenant will remain responsible to pay accruing rent and Marina charges until the slip has been leased to another tenant or until the end of the Tenant's lease term, whichever occurs first.
- 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.

Unauthorized Moorage

- No person shall moor a boat adjacent to a Marina boathouse without prior Port permission. Moorage for an extra boat may be authorized by the Port in advance of moorage 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 Marina 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.
- A boat, boathouse or floatplane and its tackle, apparel, fixtures, equipment and furnishings may be retained by the Port at the Marina or elsewhere until the owner pays all charges then owing and all charges which thereafter accrue and until all violations of Port moorage rules and regulations are complied with. 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 Port moorage Wait List. This fee is non-refundable and not applied to moorage. A separate administrative fee shall be paid to be on any separate list. 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. A slip 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. A slip will first be offered to the respondent listed in highest of the three people that were contacted, and if they don't accept the offer to the next highest. Persons who receive an offer but do not agree to accept the offer will maintain their current standing on the Wait List.
- Within fifteen (15) days of the acceptance of an offer, the Wait List person who has accepted the offer must enter into a signed lease and make a payment for the prorated moorage. Provided however, 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 Wait 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 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 will be required to pay another \$100 administrative fee for their name to be placed on the Wait List as of the date the application to be on the Wait List 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.

Boathouse Policies

Responsibilities of Boathouse Owners:

- All Boathouses shall have a state issued identifying number plate displayed in a location that is readily visible from the walkway providing access to the structure.
- A boathouse owner shall maintain his/her boathouse in a safe, neat and attractive condition, consistent with the Port's regulations, policies, and procedures.
- There are no liveaboards allowed in boathouses. See above liveaboard Policy.
- Debris, materials or accessories shall not be stored or otherwise allowed to accumulate outside boathouses, whether on or off the space let to the boathouse lessee. Supplies shall not be stored outside boathouses, whether on or off the space let to the boathouse lessee.
- Adequate flotation must be installed and maintained to ensure the stability of tenant's boathouse and the safety of neighboring boathouses. Flotation that is replaced must be material meeting current USACE specifications.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source.
- The boathouse owner is responsible for providing and maintaining chain and connectors on the boathouse for the attachment to the dock. The boathouse must have adequate structural capabilities to accept moorage attachments.
- Removal of snow build-up from rooftops of boathouses will be the responsibility of the boathouse owner.
- Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse owners must be in compliance with all Oregon Clean Marina requirements.
- There shall be no discharge of blackwater or sewage from a boathouse.

Responsibilities of the Port:

- The Port will be responsible for supplying and maintaining the electric meter and the connection to the main power source.
- The Port will be responsible for providing connectors on the float for attaching the boathouse to the dock. Port will execute emergency repairs to boathouse attachment/chains at the expense of the boathouse owner.

Sale of a Boathouse:

- A boathouse owner must inform Marina Manager that Boathouse is for sale, and as soon as there is a likely sale or sale pending.
- No boathouse moorage space lease may be sold or assigned without the prior written consent of the Port. A boathouse owner must contact the Marina Manager to obtain current criteria and guidelines applicable to the owner and purchaser to continue or replace a boathouse moorage lease.
- Before a boathouse sale contract is signed the boathouse owner must schedule an inspection of the boathouse and moorage space with the Marina Manager, or another Port staff person or person under Port directive designated by the Marina Manager, to confirm boathouse compliance with OSMB Clean Marina Standards and that the boathouse complies with Port rules and regulations and does not pose any hazards. A boathouse owner and buyer must demonstrate to the Port's satisfaction that the boathouse to be sold and all boathouse connections comply with Port requirements.
- A lease of moorage space to a new boathouse owner will be granted by the Port, subject to compliance with this section and satisfactory compliance with the following checklist items.

Check List – Pending Boathouse Sale:

- Inspection of a boathouse and mooring is satisfactory.
- Buyer completes new lease acceptable to Port to be executed upon receiving satisfactory:
- Boathouse insurance certificate.
- OSMB title update.
- Proof that a boathouse title transfer is in process which complies with applicable legal requirements.

Bill of Sale transferring ownership:

- FEE: The Port will charge a fee to review and approve a boathouse sale and moorage lease transfer or new moorage lease based on Port actual costs and Port staff time, plus an administrative fee of \$100.