

PORT OF HOOD RIVER
2021 MARINA MOORAGE RULES & REGULATIONS
Effective December 1, 2020

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 (“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. Failure to adhere to these rules and regulations may result in moorage termination and penalties. 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.

When a boat enters the Marina, it immediately comes under the jurisdiction of the Port 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 originally 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/Clean-Marinas.aspx>

Information is listed by topic in alphabetic order.

Agreements

Moorage Rental Agreements with the Port will be executed only with the owner of the boat that is to occupy the assigned slip. The Vessel of record must be over 16 feet long and state registered or documented. Accessory Watercrafts or Jet Skis (PWC) do not qualify as a vessel of record. 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.

Tenants must provide proof of ownership of the vessel that will occupy their assigned slip. Failure or inability to provide satisfactory proof of ownership will result in denial of moorage privileges or termination.

- Documents, including but not limited to the following, will be required:
 - a. Current certificate of Title showing proper owner(s), or loan documents.
 - b. Current State Registration Certificate or USCG Documentation showing owner(s).
 - c. Insurance with proper owner(s) listed.
- 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 to confirm that the Vessel in an assigned berth is, in fact, owned by the person who signed the Moorage Agreement, and to deny any application for any reason not specifically restricted by law.
- Contact information provided to the Port by the Tenant shall be kept current at all times, including emergency contact information. It is the tenant's responsibility to inform the Port of any changes.

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 maritime 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, and to allocate the use of any moorage as it deems necessary.
- 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 with no unpaid balances, and who have met all terms of the current year Rules and Regulations and Lease Agreements. Tenants seeking to change slips should contact the Marina Manager. 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 and the slip will be offered to the next person on the list.
- 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.

Bulletin Board

- All notices will be posted by Port Staff only. Notice requests may be emailed to waterfront@portofhoodriver.com, calling the Marina Manager at (541) 436-0797, 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.

Dinghies and Accessory Watercrafts

- A dinghy is considered a small boat carried or towed for use as a lifeboat or tender by a larger vessel and are typically less than 12 feet in length including any overhangs or protrusions from the Vessel including the motor. Accessory watercrafts or dinghies over 12 foot in length are not allowed as secondary watercrafts.
- Accessory watercrafts are considered jet skis, PWCs, kayaks, skiffs, rowboats, etc.
- Dinghies and Accessory Watercrafts do not qualify as the vessel of record and may only be in the slip secondary to a vessel of record.
- Dinghies or accessory watercrafts must be stowed on the Tenant's vessel or if small enough so as not to interfere with the regular moorage of any vessel (at the discretion of the Marina Manager), moored in the water at the stern or bow of the vessel so as not to exceed maximum overhang criteria and fit in the perimeter of the Tenant's slip. Dinghies may not be stored on the port or starboard side of the tenant's vessel.

- Dinghies or accessory watercrafts are not allowed on the docks or dock fingers.
- The Port has discretion to allow or not allow any dinghy or accessory watercraft in the water, based on the size, type or location. 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.
- Non-motorized accessory watercraft including a dinghy, kayak or inflatable, are allowed at no charge if secured within the leased footprint within the slip.
- Fees: \$35 per motorized watercraft, per month, unless watercraft is an inflatable Tender used in service of boat and proper registration and insurance is provided.

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. Shore power cords are to be secured so that they cannot cause damage to meter bases. Damage done to meter bases is the financial responsibility of the Vessel Owner.
- 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 (no signs of corrosion, discoloration, or abnormal wear), 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.
- Splitters or adapters are not allowed at the shore power pedestal. Tenants are prohibited from plugging splitters or adapters into their shore power cords unless approved by Port Staff.
- Port Marina staff may disconnect undersized or non-compliant cords and may discontinue electrical service to such Tenant. Any damages resulting from disconnection of an unsatisfactory shore power cord will be at the Tenant's sole risk. Tenant expressly authorizes the Port to disconnect any unsuitable shore power cord and releases the Port from any claims resulting from such action. The use of household extension cords or any other cord not complying with the foregoing requirements for shore power connections is strictly prohibited.
- 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 or to individual Ground Fault pedestals. 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.
- 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.

Fees

Moorage rates and fees are published online at www.portofhoodriver.com. Tenants are provided 30 days written

notice of any rate adjustments.

- Tenants must make the annual payment in full within 60 days of the billing date. Invoices will typically be sent on or about January 2. Payment in full is due on March 1, 2021. A \$50 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, (April 1, 2021), 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 and garbage services 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.
- Quarterly Electric and miscellaneous charges are payable by the Tenant within thirty (30) business days of the statement date. Outstanding electric utility invoices provided by the Port that are 60 days past due will incur a \$15 per month late fee.
- 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.
- 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.
- Fee for motorized accessory watercraft in water is \$35 per month, unless watercraft is an inflatable Tender used in service of the vessel of record. Proper registration and insurance must be provided, and watercraft must fit in the leased footprint of the slip.

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 early 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 without prior approval of the Port Executive Director.

Hold Harmless

- Tenants agree at all times to release the Port from any claim of liability and hold the Port 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 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.
- 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.

- 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.

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.
- It is the Tenant's responsibility to provide the Port with annual renewal documentation.
- 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.

Inspections

Upon receiving a Port request, a boat or boathouse owner must grant permission within 24 hours 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 shall not be duplicated.

Liveboards

There shall be no continuous living aboard boats or boathouses in the Marina. Tenants and all other persons are absolutely prohibited from living, dwelling in, or on the space or from using the space as a dwelling unit, floating home or residence as defined under the Oregon Landlord and Tenant Act. Tenant shall not use or occupy, nor permit, the space to be used or occupied for any business user or for any purposes which would constitute waste, nuisance, or damage to the premises. No rentals of any kind are allowed. 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 Oregon State Marine Board Clean Marina Standards, 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. No pressure washing of boat hulls in parking lots or boat launches, or anywhere on Port Property.
- The Port maintains a "NO Discharge" policy in the Marina. All work on vessels in the water must comply with the OSMB Best Management Practices and the Department of Ecology. Vessel Owners shall abide by all Port, City, State, U.S Coast Guard, and other applicable regulations.
- 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, email sent 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.

Notice to Tenants

- News of interest from the Port to the Tenants will be by means of email. 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. It is the Tenant's responsibility to know them. Tenants may obtain a copy online or request to have one mailed.
- Port notice to Tenant of a lease or rule and regulation violation, account default or termination shall either be personally delivered or sent certified mail to the Tenant's address on file. All notices to the Port shall either be personally delivered or sent certified mail to the Port. Tenant may change the address and contact information by personally delivering or sending the change via certified mail to the Port.

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. Storage of vehicles is not allowed.
- 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, and on all Port property. Port Ordinance 24 Parking rules apply. No person shall occupy their vehicle between the hours of 11p.m.-6.a.m.
- 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 Agreement.

Pets

Dogs MUST be kept on leashes at all times on Port property, including on the docks. Owners are responsible to pick up after their pets and dispose of the waste in a trash receptacle. Absolutely no waste may go into the water.

Proof of Vessel Ownership & Partnerships

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. Original documents showing the proper individual(s) as owner(s), including but not limited to the following, will be required to establish proof of ownership:

1. Current Certificate of Title or financing papers.
2. Current State registration certificate or U.S. Coast Guard documentation papers. Registration information must be provided to the Port on an annual basis.
3. Current Insurance documentation.

The Port does recognize partnerships that are declared *prior* to signing Moorage Rental Agreements. Partners who have ownership in a boat must each provide their name and contact information at the time the agreement is drafted. Partners also must be named on any other Port Agreement, boat title, registration, and insurance coverage prior to occupying the slip.

- One partner must be designated as the "partner of record" and will be considered the primary person responsible for all moorage fees and moorage requirements.
- Moorage Status in the Marina is recognized as the primary responsible partner named in the Moorage Agreement who was the person who signed up on the waitlist for the slip.
- ***Partners taken on after the Agreement has been originated will have no rights to the moorage slip or tenancy in the Marina.***

Registration

- 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. It is the Tenants responsibility to know and understand the Vessel registration requirements. Failure to display the registration number on the hull may be cause for refusal of moorage or other access to the Marina. 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, and annually thereafter. 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.

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.** For more information on Electrical Shock Drowning go to: <https://www.boatus.com/seaworthy/assets/pdf/electric-shock-drowning-explained.pdf>
- 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 maritime 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. Bowsprits hanging over the dock float are prohibited.
- 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 of Vessel or Change of Vessel

- The assigned slip is for the use of the lessee/Moorage Tenant. In the event the Tenant sells the vessel of record, he/she must either terminate their lease, or purchase another boat within 6 months of the sale and provide proof of ownership to the Port office. The tenant is responsible for providing information on any change of vessel in the assigned slip whether permanent or temporary. Failure to do so is cause for termination of tenant's lease agreement.
- 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 and the new owner would like to continue to keep the vessel in the Marina, 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.
- If a tenant sells their vessel and their account is in good standing and tenant has met all terms of their lease agreement and the Rules & Regulations, the tenant may sublease their slip to the new owner for up to 6 months. Sublease must go through the Port and meet all of the terms for subleasing.
- 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 from the Port for a maximum of 6 months from the date of purchase, subject to prior approval from the Marina Manager. Proof of insurance, bill of sale and copy of registration application is required.
- 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 compliant 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, including boat houses, 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 Tenant 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, contact will be made with the primary Tenant 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 24 hours in advance and board the boat 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. 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.

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

- The Port reserves the right to allow or suspend subleasing privileges at any time.
- Marina Wait list applicants shall have first consideration if a sublease becomes available.
- In order to sublease a slip annual tenant's account must have been in good standing for the previous 12 months and tenant must have met all terms of the Rules and Regulations and their Lease Agreement, including the utilization requirement of having their vessel in their slip for at least 3 months out of the previous 12-month period, with the exception of long term voyages or leave of absence granted by the Executive Director.
- Tenant 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. Vessel must be seaworthy.
- 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.
- 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.
- Sub lessee must abide by Marina Rules and Regulations at all times. Violations will result in immediate termination of the sublease.
- 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 \$35 fee for each change.

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 Certified Letter US Postal service mail sent to the address stated in the Moorage Agreement.

Unauthorized Moorage

- Tenants who utilize moorage for berthing boats, dinghies or accessory watercrafts that is not leased by the tenant, will result in denial of moorage privileges or termination.
- 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 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.

Utilization

Slip must be utilized by Tenant with the vessel of record for at least 3 months out of a 12-month period with the exception of a leave of absence granted by the Executive Director. A leave of absence for up to one year may be granted when:

- There is a defined time period for the leave; and
- The owner's vessel will be located continuously outside of the area or the owner is in a prolonged period of finding, constructing, securing or delivering a new boat to the Marina or special circumstances.
- A tenant who anticipates being gone longer than one year must relinquish their slip and may apply in writing to the Executive Director for extended cruising status. A member granted extended cruising status may be placed at the top of the waitlist for the same size slip on their return.

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

The Port is not responsible for any loss or damage to boathouse or watercraft in the Marina. Each owner will be held responsible for damage which he/she may cause to other boathouses or watercrafts in the Marina or for damage to any Port structure. Any boathouse or watercraft that sinks in the Marina shall be removed by the owner at his/her expense.

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, subleases, short term rentals or rentals of any kind allowed in boathouses or vessels berthed in boathouses. See "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. Other than logs, any Flotation not encapsulated must be replaced and any replacement flotation must be material meeting current USACE specifications by May 1, 2022. Port Staff will work with owners to determine a reasonable amount of time for implementing replacement.
- All boathouses shall maintain a reasonable amount of freeboard in a uniform manner for safety reasons and to accommodate snow loads.
- Removal of snow build-up on boathouses will be the responsibility of the boathouse owner.
- The boathouse owner is responsible for providing and maintaining the electricity, meter base, and wire for the connection to the main power source. Installation and upkeep of the water hose or other connection to the main water line will be the responsibility of the boathouse owner.
- 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. Connections shall have enough clearance between the Port owned dock and the tenant's boathouse to allow space for maintenance work on the docks and utilities. This space can be left open or provide a hinged, removable cover that will provide the required clearance. All mooring connection and revision to existing systems must have prior Port approval.
- Boathouse owners, upon request, will provide access to their boathouses for the purpose of fire, electric, sanitation and safety inspection.
- Boathouse and boat owners must comply with Oregon Clean Marina requirements.
- There shall be no discharge of gray water, 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.

Rebuilding, Remodeling or Replacement:

- The Port must approve the rebuilding, exterior remodeling or replacement of private boathouses in advance and in writing. Detailed plans of the proposed construction must be submitted to the Port Marina Manager and Executive Director, for approval by the Commission for construction, placement, design and or improvements. Failure to acquire prior authorization to rebuild or remodel may result in work stoppage and possible eviction.
- All construction involving boathouses shall conform to applicable codes of the City of Hood River, State of Oregon Floating Buildings and OSMB Clean Marina.
- Floatation shall meet USACE specifications. Floatation material shall be fabricated of materials manufactured for marine use. The float and its floatation material shall be 100% warranted for a minimum of 8 years against sinking, becoming waterlogged, cracking, peeling, fragmenting, or losing beads. All floats shall resist puncture and penetration and shall not be subject to damage by animals. Polystyrene floatation material used inside them shall be fire resistant. Floatation must be permanently affixed to the underside of the boathouse.
- The use of new or recycled plastic or metal drums or non-compartmentalized air containers for encasement or floats is prohibited.

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, floatation and mooring attachments is satisfactory.
- Buyer completes new lease acceptable to Port to be executed upon receiving satisfactory Inspection.
- 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 \$300. The fee will be assessed to the seller of the boat house.