

CITY OF THE DALLES

The Dalles Columbia River Commercial Dock Facility

Terms of Facility Use/Agreement

A. REGISTRATION AND MOORAGE:

1. Registration. Registration will be made in advance of moorage with the City Clerk's Office. Registration of all vessels will be completed annually and will include the application form, proof of insurance, and a completed moorage agreement. Registration fees must be paid at time of annual registration.
2. Owner Information and Authorization. Owner shall provide all information required on the moorage agreement form. If person completing the registration is an operator only, owner authorization for moorage shall be submitted with registration form. Moorage agreements may not be assigned or transferred. Sale of a vessel shall not transfer any rights or privileges under a moorage agreement.
3. Revocation. The moorage agreement may be revoked by the City upon written notice if the vessel or owner/operator is in violation of the terms of the moorage agreement or any provision of this policy.
4. Scheduling. Scheduling/reservations will be made through the City Clerk's Office on a first come, first served basis. User will give seven (7) days notice if cancelling a scheduled stop.

B. SITE USE POLICIES:

1. Fees and Charges. Moorage rates and other charges shall be established by the City and may be reviewed periodically and increased or decreased accordingly. Registration and moorage fees shall be paid annually, at time of registration or renewal. Other fees shall be paid on per use basis.
2. Water Connection. If User wishes to use potable water service, User will provide notice at least 48 hours in advance to allow time to schedule staff to be available for meter reading. The City will invoice User for water on a per use basis.
3. Electrical Connections. There are electrical connections which may be used at no cost to User, as available.
4. Water Disposal. City does not provide for water disposal at the Commercial Dock facility.
5. Fuel. Fuel is not available at the Commercial Dock facility.

6. Garbage Service. Garbage service is not provided by City at the Commercial Dock facility.
7. Gate. User will be provided with combination to gate lock for embarking/debarking. User is responsible for re-locking gate after any debark/embark event.
8. Time Limits. The maximum moorage time allowed per event shall not exceed three continuous calendar days.

C. GENERAL PROVISIONS:

1. Compliance. User agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use. User shall be fully liable for any and all clean up and/or monitoring costs and any and all other charges, fees and penalties imposed by any governmental authority with respect to use, disposal, transportation, storage, generation, release and/or sale of hazardous substances in or about the premises, common areas or adjacent property.
2. Protection of Tribal Gill Nets. User is required to avoid conflict with any Native American gill nets in the vicinity of the dock and will notify the City of any nets they damage. User will be responsible for any damage to gill nets caused while approaching the Commercial Dock Facility. To help avoid conflict, the City has taken or will take the following actions: (1) a yellow Private Aid to Navigation (PATON) has been installed down water of the Commercial Dock Facility. Vessels should stay on the in-water (north) side of the PATON until they are up water of the PATON, in approaching or leaving the Commercial Dock Facility; (2) the City will post a sign with red flags when a gill net season is in progress; and (3) the City will notify a contact person identified by the User, by telephone or email when a gill net season has been established.
3. Insurance. User is required to provide a Commercial General Liability insurance policy providing coverage against claims for bodily injury or death and property damage, in the amount of \$2,000,000.00. The insurance policy required by this agreement shall include the following language: "The City of The Dalles, its officers, agents, contractors and employees are named as additional insured.". The certificate of insurance must be provided with the application. Failure to provide a certificate of insurance will result in denial of moorage.
4. Indemnification and Hold Harmless. User is responsible for and shall pay and discharge any and all claims of any nature whatsoever under this agreement. User shall indemnify, defend, and hold harmless the City and its officers, agents, contractors and employees for and against any and all loss, damage, injuries, action, causes of action, or liability of any kind resulting from or arising out of the use, operations, activities or undertakings of User or any of User's guests, employees, agents, volunteers or independent contractors. Notwithstanding the above, if City directly authorizes an activity by any party other than User during the period of this agreement, this paragraph shall not apply to claims arising out of that activity.

5. Force Majeure. The parties' of the agreement are subject to act of God, war, government regulation, threats or acts of terrorism or similar acts, disease, State Department or other official agency travel advisory, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, which would make it inadvisable, illegal, or impossible for such party to perform their obligations under the agreement. Either party may cancel this agreement for any such reasons upon written notice to the other party.
6. Contact Information. For registration, reservations, to arrange for water service, contact: City Clerk's Office, 313 Court Street, The Dalles, OR 97058; 541-296-5481 extension 1120 or extension 1119; jkrueger@ci.the-dalles.or.us
7. Event Coordination. To coordinate moorage with local events, contact The Dalles Area Chamber of Commerce at 541-296-2231.
8. Signature. Facsimile or electronic transmission of any signed original document and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile or electronic transmitted signatures by signing an original document.

Name of Company/User: _____

Address (for billing): _____

Telephone/Email: _____

Emergency Contact: _____

Name/Size of Vessel: _____

Docking Dates Requested: _____

Purpose of Visit: _____

Owner/User agrees to all conditions and will abide by all federal, state and local laws governing the City of The Dalles and the Commercial Dock facility.

Signature of Owner/User: _____ Date: _____

Contact Person for day of Arrival: _____

Contact Person Cell Phone for day of Arrival: _____

City of The Dalles: _____ Date: _____