

CHARTER LICENSE AGREEMENT

THE PORT OF NEWPORT
600 SE Bay Boulevard
Newport, OR 97365

Port of Newport Recreational Marina
2120 SE Marine Science Drive
Newport, OR 97365

(541) 867-3321

License Fees are payable in advance. Other charges are payable upon presentation.

ACCT NO. _____

DATE _____

BUSINESS NAME _____

VESSELS OPERATING UNDER LICENSED BUSINESS:

LEGAL OWNERS _____
(As per documentation or registration)

BOAT NAME _____

ADDRESS _____

DOCUMENTATION/REGISTRATION NO. _____

CITY _____ STATE ____ ZIP _____

BOAT NAME _____

TELEPHONE _____

DOCUMENTATION/REGISTRATION NO. _____

CELL/SAT PHONE _____

BOAT NAME _____

E-MAIL _____

DOCUMENTATION/REGISTRATION NO. _____

SKIPPER/CAPTAIN _____

CHARTER LICENSE TERM:

ADDRESS _____

From _____ Expires _____

CITY _____ STATE ____ ZIP _____

FEE _____

TELEPHONE _____

**Port reserves the right to revoke this license at any time with 30 days' notice.*

INSURANCE COMPANY _____

Refer to the Port Facilities Code and current Rates for additional information.

INSURANCE AGENT _____

By signing this agreement, Licensee gives permission for the Port to order a background check at Licensee's expense.

AGENT TELEPHONE _____

THIS CHARTER LICENSE IS NOT TRANSFERABLE

IN CASE OF EMERGENCY PLEASE NOTIFY:
(When Owner/Operator is away or cannot be reached.)

NAME _____

PHONE _____ CELL _____

This Charter License Agreement (CLA) is subject to the Terms and Conditions set forth on the reverse side of this document and to the Terms of the Port of Newport Facilities Code, including any Amendments thereto. The Port of Newport assumes no responsibility or liability for protection of the vessel or its equipment or for injury to Owner/Operator/Licensee or the family, employees, customers or invitees of Owner/Operator/Licensee. Copies of the Facilities Code are available to view at Port offices and on the Port website portofnewport.com.

I certify that the above information is true, and I agree to the terms on the reverse side of this form. I understand that I am liable for all fees until I formally terminate this agreement in writing at the Port office.

OWNER/OPERATOR/LICENSEE

PORT OF NEWPORT

Print Name

By

CHARTER LICENSE AGREEMENT

GENERAL TERMS AND CONDITIONS

1. CHARTER OPERATIONS. The Port of Newport (“Port”) grants to the designated Business/Owner/Operator (hereinafter “Licensee”) license to operate a Charter Boat business under only those terms as provided in the Port of Newport Facilities Code (PONFC) in Section 2.24 Commercial Activity on Port Property and Resolution 2015-08, or as amended. This license is for charter operation only and does not include moorage, launch fees, parking or other privileges. The Port maintains the right to cancel this agreement with 30 days written notice.

2. LOADING. The Port grants to the Licensee the right to load passengers at the Recreational Marina fingers only as designated by the Harbormaster or Director of Operations. The Port reserves the right, in its sole discretion, to temporarily assign or permanently reassign the loading area to other space in the Ports facilities to accommodate repairs, improvements, maintenance or emergencies, or where necessary to permit the orderly administration or maximum efficient public utilization of the Port’s facilities.

3. CHARGES. Licensee agrees to pay when due the fees and charges as established by the Port by Resolution Setting Rates, Fees and Charges, or as amended. License fees are payable in advance. The number of required charter licenses shall be equal to the number of business licenses required by the City of Newport for an operator.

4. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. The Port has issued and may continue to issue such rules and regulations for the harbor area as the Port in its judgment deems reasonable and necessary. Licensee agrees to comply with all applicable federal, state and local law, statutes and ordinance and all rules, regulations, procedures and special instructions issued by the Port, the Director of Operations, the Harbormaster or his agents. Licensee must be familiar with all rules and regulations regularly issued by the Port. Copies of all rules and Facilities Code are available at Port offices and on the website.

5. DOCUMENTATION. Licensee will obtain and maintain a United States Coast Guard and/or Oregon State Marine Board license to operate a charter business, and will provide a copy of such license to the Port. Licensee will obtain and maintain a City of Newport business license to operate a charter business, and will provide a copy of such license to the Port. This documentation must be presented prior to or at the time the license is issued.

6. VESSEL OPERATORS. Licensee will ensure that all vessel operators associated with the charter business are properly licensed by the United States Coast Guard and/or Oregon State Marine Board, and will provide a copy of such licenses to the Port.

7. CONDITION OF PREMISES. Licensee has inspected the premises and is satisfied that these facilities are adequate for safe use by the Licensee. This license is not a contract. Port’s liability is limited to its sole negligence. Port’s employees will make reasonable efforts to contact Licensee of conditions requiring Licensee’s attention, but Port assumes no responsibility for Licensee’s use of Port facilities. Licensee agrees, excepting only acts of God and other conditions and occurrences beyond the control of the Licensee, that Licensee will leave the premises in a condition substantially equivalent or better than they were found.

9. ASSIGNMENT, TRANSFER, PROHIBITED. This charter license is not transferable. Licensee shall not assign or otherwise transfer any interest in this license. This license is valid only for the specified business and business operator. Licensee shall notify the Port within 10 days of the sale of Licensee’s business or change in the vessel’s operator, including the name and address of the purchaser or new operator. Sale of a vessel or business covered by this license transfers no rights or privileges to this license, nor does it guarantee issuance of a new license for the new owner.

10. LICENSE RENEWAL AND TERMINATION. Licensee may renew the charter license agreement and prepay further license fees within 24 hours of the date or time the prior charter license expires in order to continue to operate a charter business. The Port reserves the right to terminate this license upon 30 days’ written notice for continuing or repeated violations of the Port’s ordinances, rules or regulations. Charter and/or guide boats operating without a Charter License may be assessed a Class A violation, subject to the fines set by Resolution Setting Rates, Fees and Charges, or as amended.

12. NON-WAIVER. Nothing contained in this Agreement shall be construed as a Waiver by the Port of any rights and privileges existing under any law, statute or ordinance which the Port may have against Licensee or Licensee’s boat. Nothing contained herein shall constitute a Waiver by the Port of any other right or remedy under the laws of the State of Oregon.

13. CHANGE OF ADDRESS. Licensee is responsible for notifying the Port of all address changes. All billings and notices shall be deemed properly delivered to Licensee when deposited in the U.S. mail to the last address provided to the Port in writing by Licensee, or e-mailed to the e-mail address provided by Licensee.

14. INSURANCE REQUIREMENTS. Please refer to the Port of Newport Facilities Code and the current Rates for insurance requirements. Copies of the Facilities Code and Rates are posted online or can be viewed at Port Offices.

LICENSEE’S USE OF PORT FACILITIES IS SUBJECT TO ADDITIONAL RULES, TERMS AND CONDITIONS IN THE PORT FACILITIES CODE, AND SUCH ADDITIONAL REGULATIONS ISSUED BY THE PORT. A COPY OF THE PORT FACILITIES CODE IS AVAILABLE TO VIEW AT PORT OFFICES.