



PORT OF ASTORIA
APPLICATION FOR ACCESS PERMIT

Company Name _____
[“Applicant”]

Contact Person _____

Business Address _____

Phone Number _____

Email Address _____

AGREEMENT

1. **Description and Use of Premises.** Upon granting an Access Permit, the Port of Astoria (“Port”) authorizes the Applicant, subject to all terms and conditions of this Agreement, to use certain premises located on Port’s property (“Premises”), at such location designated by the Port. The Premises shall be used for passenger unloading from tour vehicles, and for no other purpose without the prior consent of Port, which consent shall not be unreasonably withheld.
2. **Term.** The term of this Agreement shall be one year, beginning January 1, 20____ and terminating December 31, 20____.
3. **Usage Fees.** Applicant shall pay the Port \$300.00 annually, in advance, for use of the Premises.
4. **Terms of Use.** Applicant shall abide by all applicable ordinances, rules, and regulations established by any federal, state, or local agency including the Port of Astoria. Applicant shall also abide by the following conditions:
 - a) Cooperation with Port Staff and Cruise Hosts. Applicant shall abide by reasonable requests by Port Security and Clatsop County Cruise Hosts.
 - b) Debris. The Premises shall be kept free and clear of debris at all times.
 - c) Signage. Signage may not be displayed on the Premises, except that Applicant may post identifying signs on its commercial vehicles.
 - d) Fire Hazard. Applicant shall not engage in any activity which would create a fire hazard.
 - e) Other Commercial Activity. Applicant shall not engage in any commercial activity in,

from, or around the Premises without the prior approval of the Port.

- f) **Offensive Activity.** Applicant shall refrain from any use that would be reasonably offensive to Port, or to other tenants, owners, or renters of neighboring premises, or that would tend to create a nuisance or damage the reputation of the Premises.
 - g) **Hazardous Substances.** Applicant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of or otherwise released on or under the Premises. The term “Hazardous Substance” shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include without limitation, petroleum oil. The Term “Environmental Law” shall mean any federal, state, or local statute, regulation, ordinance, or any judicial or governmental order pertaining to the protection of the health, and safety of the environment.
5. **Renewal.** Whether to renew this Agreement, with the same or modified terms, is within the sole discretion of Port. All amounts owed by Applicant to Port must be brought current as a condition of renewal of this Agreement.
 6. **Non-Defamation Requirement.** The parties mutually acknowledge that Port and Applicant wish to promote positive business relationships with each other, with cruise providers and customers, and with the general business community that provides services to cruise ship customers in and around Astoria. Therefore, it shall be a continuing condition of this Agreement that neither party shall engage in public disparagement of the other when the speaker knows or should know that the statement is untrue, or when the speaker has no regard for the truth or falsity of the statement. Port reserves the right to terminate this Agreement upon a credible showing that Applicant has engaged in defamatory speech that is likely to negatively impact Port’s reputation or business relationships, including but not limited to Port’s relationships with cruise ship companies, cruise ship customers, and Cruise Hosts. Nothing in this paragraph shall be interpreted to limit Applicant’s right to report wrongdoing by Port or any representative of Port to appropriate regulatory or law enforcement agencies.
 7. **Condition of Premises.** Applicant accepts premises AS IS with all faults. Applicant shall make no repairs, improvements or alterations of any kind on or to the Premises.
 8. **Termination.** Port may terminate this Agreement in the event of default as described in paragraph 13. Applicant may terminate this Agreement at any time by giving thirty (30) days’ prior written notice to Port. Upon termination of this Agreement, by expiration or otherwise, Applicant shall immediately cease and desist accessing Port property for any commercial purpose unless otherwise agreed by the Port.
 9. **Assignment.** Applicant shall not assign any Access Permit granted under this Agreement without the prior written approval of the Port. Any attempted assignment shall be void.
 10. **Travel Expense Liability.** In any circumstance in which Applicant, regardless of fault, is unable to return cruise line passengers to the cruise ship in time for the passenger to board prior to departure from Astoria, Applicant shall be solely responsible for arranging and paying for the full extent of travel accommodations necessary to return the passengers to the cruise ship.

11. **Insurance Required.** Before entering the Premises under this Agreement, Applicant shall procure and thereafter during the term of the Agreement shall continue to carry, at Applicant's cost, comprehensive general liability insurance with an insurance company licensed to do business in Oregon having a Financial Strength Rating (FSR) of not less than 'A' and a Financial Size Category (FSC) of not less than 'X' according to Best's Insurance Guide, with limits of not less than \$1,500,000 per occurrence, \$2,000,000 in the aggregate, and \$500,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Applicant's activities on or any condition of the Premises, shall protect Applicant against the claims of the Port on account of the obligations assumed by Applicant under this Agreement, and shall name the Port as an additional insured.

Certificates evidencing such insurance and bearing endorsements requiring ten (10) days' written notice to the Port prior to any change or cancellation shall be furnished to the Port prior to Applicant's occupancy of the Premises and thereafter on the Port's request. Applicant shall notify Port of any cancellation or change in the insurance coverage within 72 hours of such change or cancellation, or within 72 hours of receiving notice of such change or cancellation, regardless of whether Applicant or Applicant's insurer cancelled or changed the policy.

12. **Indemnity.** Applicant shall indemnify, hold harmless, and defend Port from any claim, loss or liability arising out of or related to any activity of Applicant on the Premises or any condition of the Premises in the possession or under the control of Applicant. Port shall indemnify, hold harmless, and defend Applicant from any claim, loss or liability arising out of or related to any activity of Port on the Premises or any condition of the Premises in the possession or under the control of Port.

13. **Default.** In the event of any default of this Agreement by Applicant the Port may, at its option, after not less than 10 days written notice, terminate this Agreement and revoke the Access Permit. In the event of termination under this paragraph, Applicant shall forfeit any fees paid to obtain the Access Permit and no refund shall be granted. The following events shall be deemed an event of default:

- a) Applicant fails to perform any other covenant herein and such failure shall continue for ten (10) days after receipt by Applicant of notice thereof from the Port;
- b) Port receives or obtains credible evidence that Applicant has violated the non-defamation provision in paragraph 6.

14. **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Oregon. In the event a legal proceeding is required to interpret or enforce this Agreement, absent a contrary agreement by the parties hereto, venue shall be in the Circuit Court of Clatsop County, Oregon.

15. **Relationship of Parties.** The relationship between Port and Applicant shall always and only be that of licensor and licensee. This Agreement gives Applicant no right or authority to act as an agent of Port, and Port shall not be responsible for the acts or omissions of Applicant.

16. **Notices.** Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by regular, certified return receipt requested, or by registered mail. Notice shall be deemed to have been received three (3) days after the postmark date.
17. **Modification.** Any change or modification of the Agreement must be in writing and signed by both parties.
18. **Waiver.** The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.
19. **Successors Bound.** This Agreement shall be binding on and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.
20. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
21. **Entire Agreement.** This Agreement, including all referenced Exhibits, constitutes the entire agreement between the parties and there are no understandings, agreements, or representations, oral or written, not specified herein. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the entire Agreement, understand it, and agree to be bound by its terms and conditions.

By signing below, Applicant agrees to be bound by the terms and conditions of this Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

FOR INTERNAL USE ONLY

Date Application Received _____

Date Payment Received _____ Cash Check Card

Date Permit Provided _____ In person By mail Other

By: _____