

PORT OF ASTORIA

HAUL-OUT, BLOCKING & STORAGE AGREEMENT

Exhibit A

Port of Astoria Boat Yard Best Management Practices (BMP)

1. Washing of vessels shall be performed in area designated by the Port. Port will provide water and hose. Owner/Agent must provide his/her own scrub brushes and tools. No detergents or chemicals that would cause water pollution will be allowed.
2. Inspection haul-out will be for the inspection of the hull condition only and will not exceed one (1) hour. Additional sling time will be charged according to published rate schedule. Rates may be found at the Port of Astoria's website (www.portofastoria.com) or in the Boatyard Office.
3. Charges for lift commence at the time scheduled unless lift operator is not ready to commence lift. Time of completion is when the operator of the lift, crane, or other equipment is no longer engaged in handling Owner's/Agent's vessel or equipment.
4. Use of the Travelift and/or crane for operations other than above will be charged at published rates. Rates may be found at the Port of Astoria's website (www.portofastoria.com) or in the Boatyard Office.
5. Special care must be taken in placement of slings of Travelift/crane to ensure no damage to hull fittings. The vessel Owner/Agent must signify to the lift operator his or her agreement to placement of the slings and that such placement will not damage the hull fittings. The Port **will not** be responsible for underwater damage caused by improper location of slings.
6. Vessels with hard chines, bilge keels, rubber stakes, rolling chocks, etc., are vulnerable to stretching of slings when hoisting. Every effort is made to avoid such damage but vessel Owner/Agent should not request his vessel be hoisted by Travelift/crane if he or she is not willing to assume damage by haul-out in this manner.
7. No raising of sails. While on the hard surface of the yard, removal of standing rigging must be pre-authorized by Port personnel.
8. All fore and aft stays and other apparatus that may interfere with hoisting of vessel must be loosened or removed by Owner/Agent. If critical supports need to be removed, it is the Owner/Agent's responsibility to secure stays by an alternate method in order to ensure a safe haul-out.
9. All sails and roller-furling headsails must be removed during the months of November thru March and any other times required by Port personnel.
10. Boat coves, equipment or accessories must be kept secure, neat and tidy and present a good appearance at all times.
11. Area around boat must be kept clean and neat at all times and swept at the end of each day. Failure to keep area clean will result in an environmental clean-up surcharge.
12. Prior to a lift, Vessel Owners/Agents should ensure that all gear and equipment on the vessel is secured against lurching or swinging.
13. Security of vessel, once placed in Owner/Agent-provided cradle, becomes the responsibility of the vessel Owner/Agent.
14. Prior to haul-out or vessel movement, vessel Owner/Agent should ensure that the Vessel is protected by insurance that will cover vessel haul-out, blocking and storage in the repair area, including damage caused by weather and wind.
15. Do not move or shift pads, stands, or blocking. Only Port personnel are authorized to move or shift stands. Customers moving stands or shifting pads constitute a violation of the Port agreement.
16. Prior to vessel placement on hard surface, Owner will advise Port personnel of work to be performed on vessel. Owner/Agent will not request, require, or engage in any action that may be dangerous to life or limb, or permit any unreasonably or unavoidably objectionable noise or odor on

his/her vessel, or permit anything to be done on the vessel or trailer which tends to create a nuisance or to otherwise unreasonably disturb any other lessee of the Port.

17. Paint spillage must be cleaned up immediately. Spray painting and sandblasting are not allowed without full containment approved by DEQ and the Port. All sanding or grinding of hull surface must be contained by either a filter bag or vacuum.
18. Oil, paint, fuel bilge, sewer, or other volatile liquids must not be permitted to enter sanitary or stormwater drains and must not be discharged or thrown overboard. Please see Port personnel for disposal instructions and fees.
19. Do not help yourself to materials (wood dunnage, planking) without permission from Port personnel.
20. The Port will not rent out or loan power tools.
21. A vessel owner engaged in work on his/her vessel must be respectful of boundaries and take care not to interfere with the work of other boat owners.
22. No one shall live aboard his or her vessel for more than thirty (30) days at any one time and shall not live aboard a vessel without prior written approval of the Port. Liveaboards shall be charged a per-day charge according to published rates. Rates may be found at the Port of Astoria's website (www.portofastoria.com) or in the Boatyard Office.
23. No barbecues are allowed in boatyard. No open flames are permitted without Port's written approval.
24. No RV parking in the boatyard area.
25. Do not board any vessels in the yard without permission from boat Owner/Agent.
26. ALL PETS MUST BE KEPT IN A KENNEL OR ON A LEASH AND ATTENDED TO AT ALL TIMES ON PORT PROPERTY. OWNERS ARE RESPONSIBLE FOR CLEANING UP AFTER THEIR PETS.

Port of Astoria is not responsible for loss or damage to vessel or articles left in or attached to vessel as the result of fire, theft, accident, vandalism, or weather events. The Port of Astoria is not liable for damages to owners, guests, etc. whether working in or visiting the yard premises.

I have read and understand the Port's BMP _____
Init. *Date*