



Port of Toledo Boat Yard

1000 SW Altree Lane, Toledo, Oregon 97391 | Mailing: P.O. Box 428, Toledo, OR 97391

Office: 541-336-0333 | Fax: 541-336-1509

www.portoftoledo.org

Annual Vendor Agreement

Business Name: _____ Phone: _____

Owner's Name: _____ Cell: _____

Manager's Name: _____ Cell: _____

Address: _____ Email: _____

City: _____ State: _____ Zip: _____ Website: _____

General nature of services to be provided: _____

Documents (*Required)	Date	Staff initials	Comments
<input type="checkbox"/> Toledo Business License *			
<input type="checkbox"/> Proof of Insurance *			
<input type="checkbox"/> Port Added Insured *			
<input type="checkbox"/> Proof of Worker's Comp *			
<input type="checkbox"/> Certification _____			
<input type="checkbox"/> Certification _____			
<input type="checkbox"/> BMP Provided to Vendor *			

Please read and initial the following:

____ I accept and acknowledge that I have read and agree to the terms of this agreement and will abide by the Port of Toledo Boatyard Policies and Best Management Practices (**BMPs**). I shall take precautions to prevent pollution to the air, ground and water. Should there be fees, fines, or cleanup required, I agree to pay such costs.

____ I will abide by OSHA safety rules and regulations pertaining to my trade(s).

____ I accept full responsibility for my activities in the boatyard and for the actions of my employees.

____ I agree to have insurance covering myself **and my employees**, as it may be required by the terms and by the law.

____ I accept and acknowledge that **I must check in and out at the boatyard office each working day**, if I fail to do so the Port of Toledo Boatyard reserves the right to bill me, the vendor, for the hours of work that was to be billed to the customer.

____ I understand that the name and contact information for my business will be available to boatyard users.

Vendor's Signature: _____ / _____ Date: _____
(Owner Operator Agent) (Print Name)

Boatyard Manager Signature: _____ / _____ Date: _____
(Print Name)

Terms and Conditions: Port of Toledo Boatyard Vendor Agreement

1. **The Port agrees** to provide haul/launch services to vessel owners who may choose to hire contractors, service providers, or vendors, all referred to herein as Vendors.
2. **Responsibility.** The Port accepts no responsibility for fixtures, equipment, gear, or storage of Vendor belongings. Nor does the Port accept responsibility for Vendor supplies or his laborers or employees.
3. **Policy Compliance.** Vendors agree to comply with the Port of Toledo's Boatyard Policies and Best Management Practices (BMPs). A copy of this document will be supplied at the time of this documents signing.
4. **Vendors.** Contracting for vendor services and payment for those services, is the sole responsibility of the vessel owner or operator. There will be a **\$10/hour vendor fee** applied to the vessel owners/operators invoice for each working hour performed by Vendors in the Port of Toledo Boatyard. Vendors may not work in the boatyard outside of regular business hours (Monday – Friday, 8:00am – 4:30pm) unless prior approval is given by the Port Manager or designee.
5. **Insurance.** Vendors must have on file with the Boatyard Office a current Certificate of Marine Liability Insurance to cover all of the services to be provided. All vendors must carry a minimum of \$1,000,000 per incident, \$2,000,000 in aggregate liability insurance and the Port of Toledo must be included as additional insured. Vendors must also provide proof of longshore and harbor worker workman's compensation insurance or proof that such coverage is waived and a current City of Toledo Business License. Copies of these documents must be on file with the Boatyard Manager before work may begin.
6. **Scheduling.** Vendors must plan to work when the vessel owner schedules their vessel for the boatyard. The Port will make every attempt to haul/launch vessels as close to the agreed schedule as possible. Weather, mechanical issues, or other unforeseen circumstances may cause delays.
7. **Security.** Vendors and vessel owners are responsible for the security of their vessel, tools and equipment. Staff will generally not be present during non-business hours.
8. **Tarps.** If the nature of the Vendor's work will damage or soil Port provided tarps, the Vendor agrees to supply and dispose of additional tarps. Port provided tarps must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc.
9. **Waste Disposal.** Used oil, bilge water, gasoline, diesel, and antifreeze can be disposed of at the boatyard, please contact boatyard staff for proper disposal.
10. **Spills & Cleanup.** Immediately report any spill to the Boatyard Office, failure to report will result in a fine. Vendors and users are responsible for the cleanliness of their moorage area.
11. **Hazmat.** Disposal of hazardous materials must be in accordance with local, state, and federal regulations. Please contact boatyard staff for details on proper disposal methods and locations.
12. **Sanding.** Open air sanding, grinding, and scraping activities are prohibited unless dustless systems are used or the vessel is tented and properly ventilated/filtered to prevent the escape of airborne particulates.
13. **Sandblasting.** All sandblasting activities will be performed by Port of Toledo employees.
14. **Painting.** All spray painting activities will be performed by Port of Toledo employees. All activities that involve antifouling bottom paints will be performed by Port of Toledo employees. This includes sanding, grinding, scraping, roller application, and spray application.
15. **Supplies.** The boatyard has a retail store on site. All paint and zincs for boatyard projects must be purchased through the boatyard office.
16. **Welding.** All welders must be licensed and insured. All OSHA standard welding practices must be followed. Fire watches and protective measures must be in place during all welding and cutting activities.
17. **Ladders.** Ladders, scaffolding and stairs are available to rent from the boatyard. Vendors and users assume all risks when utilizing ladders, scaffolding and stairs. If Vendors or users bring in their own equipment listed above, they must be OSHA approved and used properly.
18. **Refusal of Access.** The Port reserves the right to refuse access to Vendors that: 1) do not have a current Toledo business license, 2) lack sufficient insurance, 3) fail to comply with boatyard policies and best management practices, 4) fail to comply with boatyard safety practices.
19. **Vehicles and structures.** Vendors may bring in vehicles, trailers, or set up temporary structures that fit within the moorage site of the vessel they are working on. Unless otherwise approved, the structures must be removed when the work on that vessel is completed. Mobile homes, travel trailers, and RVs are not allowed without approval. The Vendor is responsible for securing their structures, materials and equipment that may become airborne during a windstorm event.
20. **Liability.** The Port shall not be liable for death or injury to persons, damage to property upon the vessel, yard facilities, or premises adjacent thereto arising from any cause other than the willful misconduct of the Port. The Vendor shall indemnify and hold the Port and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from his acts or omissions, his agents, service providers/vendors, crew, employees or invitees.
21. **No Waiver.** The failure of the Port to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the Port of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the Port of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
22. **Interpretations; Amendment.** Oregon law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document, in concert with the Port of Toledo Boatyard Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

Vendor's initials _____ **Date:** _____