



User Agreement

Vessel Name: _____ Documentation No: _____

Owner's Name: _____ Phone: _____

Billing Address: _____ Cell Phone: _____

City: _____ State: _____ Zip: _____ Email: _____

Yard Project Manager (if other than owner) _____ Phone: _____

Outside Vendors to be used: _____

I accept and acknowledge that I am financially responsible for any fees or fines associated with the hiring of an outside Vendor. Initials: _____

Scheduled Haul Date: _____ Desired Launch Date: _____ Last Place Hauled: _____ Date: _____

Vessel Length: _____ Beam: _____ Draft: _____ Rolling Chocks? Yes No If yes, location & dimensions _____

Sling placement restrictions? Yes No If yes, explain _____

Damage below the waterline? Yes No If yes, explain _____

Work Desired: Inspection/Survey Water Blast Paint Zincs Propeller Shaft Cutlass Rudder

Scope of Work: _____

Documents (* Required)	Date	Staff initials	
<input type="checkbox"/> Paint History Form*			
<input type="checkbox"/> BMP provided to user*			
<input type="checkbox"/> Proof of Insurance*			
<input type="checkbox"/> Approved Vendors			
<input type="checkbox"/> Waivers (Insurance, Liability)			
<input type="checkbox"/> Confined Space			
<input type="checkbox"/> Shipyard Manager Approval*			

- ✓ **I accept and acknowledge** that I have read and agree to the terms on pages 3-5 of this document and will abide by the Port of Toledo Shipyard 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 understand that ALL** paints and zincs must be purchased through the Shipyard.
- ✓ **I accept full responsibility** for my activities in the shipyard, and for the actions of my crew, workers, approved vendors.
- ✓ **I agree to have insurance** covering the vessel and crew, as may be required by the terms and by the law.
- ✓ **Full settlement of invoices is due at time of launch. The Port reserves the right to invoice any additional services at time of launch or thereafter.** Past due amounts shall accrue interest at the rate of 1.5% per month (18% APR). **Collection Fee:** A \$35 administrative charge and the collection agency fees will be assessed on any account sent out for collection. **Returned Check Fee:** \$35.00 + Bank fees. **Any job exceeding 14 days will be invoiced in 2-week intervals.**

User Signature: _____ / Print: _____ Date: _____

Staff Signature: _____ / Print: _____ Date: _____

Terms and Conditions: Port of Toledo Shipyard - User Agreement

- 1. Policy Compliance.** Vessel owners, their agents, crew, and approved vendors (all referred herein as Users) agree to comply with the Port of Toledo's Shipyard policies and best management practices. A copy shall be provided when services are scheduled.
- 2. Approved Vendors.** Contracting services to the vessel while it is in the yard, and payment for those services, is the sole responsibility of the vessel owner or operator. All vendors must be on the Port's Approved Vendor List. Please visit the shipyard office or check our website for our Approved Vendor List. A \$13/hour fee and a five percent (5%) surcharge for vendor supplied materials will be applied to customer invoice. **Customer is to submit copy of their vendor invoice to the Shipyard within 5 days of job completion.**
- 3. Insurance.** (a) Users other than Vendors agree to have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus liability. A Certificate of Insurance shall be provided to the Port showing coverage not less than the minimum required in the BMPs. The Port of Toledo must be named as additional insured on the certificate. Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned, or otherwise left to the Port.
- 4. The Port agrees** to provide haul/launch services to the owner of the vessel described on the preceding page during the dates indicated. The Port does not accept the vessel, tackle, fixtures, equipment gear or furnishings for storage or safekeeping. Nor does the Port accept any responsibility for vendor supplies, equipment, and personnel that the vessel owner may organize or contract.
- 5. Refusal of Service.** The Port reserves the right to refuse service to vessels that:
 - 1) do not have a current marine survey, are in poor condition, are unsafe to lift, or may be damaged by lifting.
 - 2) lack sufficient property and liability insurance.
 - 3) have an inadequate work plan.
 - 4) fail to comply with shipyard policies and best management practices.
 - 5) The Port of Toledo Shipyard may refuse to provide service to any vessel, person, or company, at the Port Manager's discretion. Such Vessels may be lifted if the user signs a waiver and provides a performance bond in an amount equal to the yard fees plus the estimated cost to dispose of the vessel should removal become necessary.
- 6. Charges.** Prices are based on overall length of the vessel, including all appendages. **Full settlement of invoices is due by the launch date.** The Port reserves the right to invoice any additional services at time of launch or thereafter.
 - **Consumables Fee** – A fee of 3.5% will be added to the invoice for non-itemized consumables
 - **Environmental** – A fee of 1.5% or \$125 minimum will be added to the invoice for environmental compliance, monitoring, waste management, and regulatory obligations associated with shipyard operations.
- 7. Scheduling.**
 - Users must plan to be in and out of the yard as scheduled. The Port will make every attempt to lift/launch vessels as close to the User's schedule as possible. Weather, mechanical, or other unforeseen circumstances may cause short delays. The Port shall not be responsible for lost fishing time or any other lost time to the vessel while it is in the shipyard. If it becomes obvious that a vessel will need more time in the yard than scheduled, the User shall notify the Shipyard Manager at least seven days in advance. Additional time will be granted on a space-available basis.
 - A cancellation or change in schedule must be communicated to the Shipyard Manager at least 24 hours in advance to avoid fees. Vessels missing their scheduled lift date may be accommodated on a space-available basis.
- 8. Sling placement.** Users must inform (in writing and/or with photos/drawings when available) the lift operator of all fragile underwater apparatus such as keel coolers, transducers, or rolling chocks. The Port assumes no responsibility for damage to an apparatus whose existence or location is not disclosed accurately. If the lift operator has concerns about sling placement, a diver shall be hired at the User's expense.
- 9. Tarps.** The Port will provide ground cover tarps that will be placed under every vessel prior to blocking. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc.
- 10. Blocking.** Vessel blocking may not be repositioned by anyone other than qualified shipyard personnel.
- 11. Ladders.** Users may provide their own OSHA approved ladders, scaffolding and stairs. These items are also available to rent from the Shipyard. User assumes all risk when utilizing personal or shipyard ladders, scaffolding and stairs.
- 12. Vehicles and Structures.** Users may bring in vehicles and trailers or set up temporary structures that fit within the dry moorage site of their vessel. The structures must be removed the day the vessel is launched. Mobile homes and RVs will not be allowed without approval from the Shipyard Manager.

13. **Children.** Children under the age of 12 must be always accompanied by an adult.
14. **Live-A-Boards.** No one will live aboard a vessel in the shipyard without prior approval from the Shipyard Manager or designee.
15. **Oil Disposal.** Used oils, antifreeze, and bilge water can be disposed of at the shipyard, please visit the shipyard office for assistance.
16. **Spills & Cleanup.** Immediately report any spill to shipyard staff. Failure to report can result in a fine. Fees will be assessed if Port labor and materials are utilized to clean up a spill.
17. **Hazmat.** Disposal of hazardous materials must be in accordance with local, state and federal regulations. See shipyard BMPs and/or ask staff for details for proper disposal methods and locations.
18. **Sanding.** Open air sanding, grinding, and scraping are prohibited unless dustless systems are used or the vessel is tented and properly vented/filtered to prevent escapement of airborne particulates. Vacuum sanders are available to rent from the shipyard office.
19. **Welding.** All welding will be performed by Port of Toledo staff or a Port of Toledo Approved Vendor. Welders must be certified, licensed, and insured. All Shipyard safety standard welding practices must be followed. Fire watches and protective measures must be in place during all welding and cutting activities.
20. **Storm Events.** The User is solely responsible to take emergency measures to secure the vessel or anything that may become airborne during a windstorm event. The User is responsible for damage caused by airborne debris from his vessel and/or dry storage location.
21. **Security.** Users are responsible for the security of their vessel, tools and equipment. Other than random patrols of the Shipyard, staff will not be present during non-business hours.
22. **Liability.** The Port shall not be liable for death or injury to persons, or 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 User 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.
23. **Default; Port's Remedies.** If User violates any term of this Agreement, or fails to pay fees or charges for more than thirty (30) days after the due date, the Port may exercise any available remedy, including without limitation one or more of the following: a) terminate this Agreement, b) at User's risk and expense, remove the vessel from the shipyard and/or impound the vessel until the default has been cured, and c) as provided in the City Code, sell the vessel and apply the sale proceeds to satisfy any obligation under this Agreement.
24. **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 there of, 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.
25. **Notices.** Billings and notices will be mailed to User's address as set forth herein. User shall notify the Port in writing of an address
26. **Financial Policy: (Attach Payment Schedule Addendum if applicable)**
 - All invoices, including insurance claims, **MUST** be paid in full upon completion of work. **There will be no exceptions.** Invoices are due upon receipt and become past due 10 days after the date of the invoice. Invoices must be paid before submitting another work order.
 - Interest on unpaid invoices will accrue at 1.5% per month with a \$25.00 minimum. An express possessory lien is granted on customer's boat to secure the amount of repairs thereto and released when outstanding balance is paid in full. If Port of Toledo Shipyard (PTS) is forced to take action for collection of any undisputed outstanding balance, customer agrees to pay for all collection and/or attorney costs and fees.
27. **Warranty.** PTS warrants all repairs and installations for six months from date of invoice. Customer supplied parts are not warranted. PTS reserves the right to perform any warranty repairs resulting from work previously billed by PTS. Should a problem arise, contact PTS immediately. Contact must be made in writing by letter, email, or fax that is dated and describes the problem. PTS will not pay for warranty repair provided by third parties. Work done by anyone other than PTS will void all warranties. Warranties are not transferable.

*For parts sourced from outside suppliers, herein "Supplier" if and only if purchased on behalf of the customer by PTS, warranty refunds shall **only** be issued if the Supplier deems the part eligible for a warranty refund. If the Supplier deems the part ineligible for warranty, **or** the part is not returned to PTS's possession in sufficient time for delivery to and analysis by the Supplier before the expiration of the Supplier's warranty terms and conditions, then **no** warranty will be issued to the customer.

Limitation of Remedies. In the event of defective workmanship, the Port agrees to repair such workmanship at its own expense or to pay for the cost of repairs. User agrees that Port shall not be liable for any loss of use or profit of the vessel under any circumstances.

28. 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 Shipyard Policies and Best Management Practices, constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

29. Terms and Conditions of Work Authorization

- Customer hereby authorizes work to be done as described in the User Agreement/Contract, with the necessary materials and labor to be charged at regular prices.
- The terms and conditions listed herein shall apply to this transaction/project described on the work order, as well as any and all future transactions/projects, in perpetuity, until these terms are superseded by a subsequent signed copy of PTS Scope of Work/User Agreement or Change Order.
- Customer agrees that PTS will not be held responsible for loss or damage to the boat or articles left in or on the boat in case of fire, theft, accidents or other causes beyond PTS control, and release PTS from “care, custody, and control” upon being notified that work has been completed. Customer further warrants that vessel is insured and PTS is named on policy as Additional Insured.
- Customer waives the right to a written labor estimate or written labor report, unless customer makes a request, on the work order for a written labor estimate or written labor report.
- Customer gives PTS the right to remove any parts supplied by PTS from customer’s equipment or property that remain unpaid after a period of 30 days.

Owner agrees that the storing of owner’s personal property upon Port property is at owner’s risk. The Port of Toledo does not assume responsibility for loss or damages to any property within the Port area. If for any reason the Port decides that the personal property is creating a hazard, the Port reserves the right to have the property removed from Port property without notifying the owner in advance. The Port reserves the right to remove the property and sell the property pursuant to Oregon law in the event the owner fails to pay applicable storage charges. Owner is responsible for any cost, plus ten percent including reasonable attorney fees incurred in removal or sale of the property due to a hazardous nature, non-payment and/or abandonment.

Only the owner and active members of the crew are allowed to perform work on this vessel. Those crew members shall be listed by name on this form and shall at all times be covered by the insurance policy in place for the vessel as required by the Port and provided by the vessel’s owner. All other people performing service work at this facility must be approved by the Port of Toledo Shipyard or have an active Approved Vendor Agreement on file with the Shipyard office

Crewman Name: _____ Crewman Name: _____

Crewman Name: _____ Crewman Name: _____