

**PORT OF ILWACO  
STORAGE/HAUL OUT AGREEMENT/ WORK ORDER**

Owner/Agent of vessel: \_\_\_\_\_ Acct.# \_\_\_\_\_ Annual Moorage Customer? YES NO  
Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Place of Employment: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Person to notify in case of emergency: Name \_\_\_\_\_ Telephone: \_\_\_\_\_  
Name of the boat or vessel: \_\_\_\_\_ Registration # \_\_\_\_\_  
Dimensions of vessel are: length \_\_\_\_\_ beam \_\_\_\_\_ draft \_\_\_\_\_  
Date and Time of Appointment \_\_\_\_\_  
Travel Lift:..... \$ \_\_\_\_\_  
Pressure Wash.....\$ \_\_\_\_\_  
Work Yard Dates: \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_ Total Days \_\_\_\_\_ Per Day \$ \_\_\_\_\_ \$ \_\_\_\_\_  
Work Yard Electricity (mandatory) @ \$4.00 per day x days .....\$ \_\_\_\_\_  
Work Yard Monthly Annual Moorage \$4.50 x \_\_\_ft. Non-Annual Moorage \$5.50 x \_\_\_ft.....\$ \_\_\_\_\_  
Lease Tax 12.84%.....\$ \_\_\_\_\_  
Work Yard Building (\$60/day, \$270/wk, \$850/mo).....\$ \_\_\_\_\_  
Lease Tax 12.84% (\$250 & over).....\$ \_\_\_\_\_  
Meter in \_\_\_\_\_ Meter out \_\_\_\_\_ \$ \_\_\_\_\_  
Move/Re-block.....\$ \_\_\_\_\_  
Boatyard Labor.....\$ \_\_\_\_\_  
Miscellaneous.....\$ \_\_\_\_\_  
Total.....\$ \_\_\_\_\_

THIS AGREEMENT, made and entered into by and between the PORT OF ILWACO, a corporation hereinafter called "Port", and the true owner as listed above hereinafter called "Owner" or "Agent." WITNESSETH: For and in consideration of providing a storage area for the boat or vessel as described above, the Owner promises and agrees to pay to the Port, the current rates payable from the first day of service commencing on above date and continuing on or before each day thereafter until the said boat or vessel is removed from the Port property, or until some other agreement in writing is made between the parties, upon the following terms and conditions:

- All payments due hereunder shall be made when billed by the Port, or prior to termination of this Agreement, whichever is sooner. Anytime payment is past due, this Agreement is breached by Owner/Agent.
- The Owner/Agent hereby represents and warrants that he/she is acting for the true and lawful Owner/Agent of said boat or vessel, that there are no outstanding claims of sellers, co-owners, lenders, purchasers, or other liens or encumbrances of any kind, except \_\_\_\_\_.
- Owner/Agent agrees and promises to pay all applicable taxes and fees for services provided as a result of vessel storage, excepting those otherwise mentioned in the Agreement. Furthermore, the Owner/Agent agrees any outstanding debts owed by to the Port may become part of this Agreement and must be paid accordingly.
- The Owner/Agent promises and agrees that he shall hold the Port harmless from any and all claims of any other person, persons or organizations. Arising from, or by reason of claims of lien or title interests, in or to said vessel or any of its machinery, equipment, apparatus or apparel.
- Immediately upon the breach of this Agreement by reason of delinquency in payment, as provided in paragraph "4" hereof, the Owner/Agent agrees that the Port shall have full right to sell or otherwise dispose of said boat or vessel, in such manner as the Port may see fit provided only that the Port shall mail notice of such sale or disposal to the Owner/Agent by certified mail, no return receipt required, at his post office address above stated, at least 20 days prior to any sale or other disposal of said boat or vessel and, for the purposes of effecting the provisions of this paragraph, the Owner/Agent here and hereby appoints the Port, and its agents and officers, as the attorney in fact of the Owner, for the purpose of selling, transferring and delivering said boat or vessel, after the thirty day notice herein provided, and to deliver over to the Port or any other purchaser or transferee a good title in written form, the same as the said Owner/Agent could do if personally present, and in all other ways to act in the name, place, and stead of the Owner/Agent in the premises, all of which shall be for the benefit of the Port, excepting that upon the sale of said boat or vessel any amount in excess of the charges owed the Port, including costs of sale, shall be retained for the benefit of the Owner/Agent for a period of one year, after which the same shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW. If the sale is for a sum less than Port charges, the Port is entitled to assert a claim for a deficiency.
- It is understood and agreed that the Port accepts the described boat or vessel for storage and agrees only to provide reasonable care on the part of its own agents and employees with regard thereto, and the Port assumes no liability for loss by fire, the elements, vandalism or other causes not the result of the exercise of reasonable care by agents of the Port.
- The blocking or other support provided for the boat or vessel is done in a manner deemed most useful by Port agents. The Port assumes no liability for damage caused by any blocking or other support, unless the Owner/Agent shall have given the agents of the Port advance written or verbal notice of specific support requirements for the said boat or vessel.
- The Owner/Agent understands and agrees that the Port may move the vessel or boat at any time for purposes of utilizing its storage area or making changes, repairs, or alterations therein. PROVIDED that no charge shall be made to the Owner/Agent for such moves, unless they are made by reason of moving, in which case the normal moving charges shall apply.
- Owner/Agent agrees to comply with all applicable Federal, State and local laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the Port Manager, or his agents. Owner/Agent will not maintain anything that may be dangerous to life or limb, or permit any objectionable noise or odor on his boat or on Port premises adjacent thereto. Nor will he permit anything to be done on said premises that will, in any way, create a nuisance or disturb other lessees of the Port. The Owner/Agent will allow the Port or its agents free access to his boat at all times for the purpose of inspection, moving the boat, mooring or re-mooring the boat, fighting fire or preventing any casualty or potential hazard.

The undersigned agrees to have the Port of Ilwaco (the Port) perform the work described above and/or to place the boat in the Work Yard subject to Port regulations and charges, and to pay all fees and charges related to work done or for use of Work Yard. The undersigned further agrees to release the Port from liability for any damage to the boat and to hold the Port harmless from liability and to all other conditions indicated on REVERSE SIDE OF THIS WORK ORDER.

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved (Port Employee): \_\_\_\_\_

## **STRADDLE CRANE & REPAIR AREA**

### **REGULATIONS & PROCEDURES**

1. Haul out round trip will include blocking and 30 minutes time for Owner/Agent to wash down boat. All washing will be accomplished in the designated area. Owner/Agent must provide his own scrub brushes and tools. Port will provide water and hose. Owner/Agent may hire Port to pressure wash boat bottom, etc. No detergents or chemicals that may cause water pollution will be allowed.
2. Boats that have been painted and are being returned to the water will be given a short interval in order to touch up marks that have been left by cradle.
3. Inspection haul out is to inspect the condition of the hull only and is not to exceed one hour.
4. Charges for lift commence at the time scheduled unless Port operator is unavailable. Time of completion is when Port operator and straddle crane or other equipment is no longer engaged in handling Owner/Agent's boat. A boat hanging in the sling is considered part of the tariff time.
5. Use of the straddle crane for operations other than above will be charged at a rate approved by the Port Commission.
6. When delay is encountered on above operations, charges shall be determined at a rate approved by the Port Commission.
7. Prior to lift-in or removal of any vessel from the area, all charges accrued for Port services must be paid in full.
8. Prior to haul out all bilges will be inspected. They must be clean and dry.
9. Owner/Agent's desiring to have boat handled by the straddle crane must reserve time with the Port office.
10. Prior to making a lift, Owner/Agent must sign a STORAGE/HAUL OUT/WORK ORDER agreement form that will be retained in the Port office.
11. Owner/Agent acknowledges some boats are vulnerable to damage from being lifted in slings. The Port is not responsible for damage caused by lifting a boat or weight of the boat in slings. Special care must be taken in placement of slings to insure no damage to hull fittings. Port of Ilwaco will not be responsible for underwater damage caused by improper location of slings.
12. Boats with hard chines, bilge keels, rubbing strakes, rolling chocks, etc. are vulnerable to stretching of slings when hoisting. Every effort is made to avoid such damage but Owner/Agent should not request the boat be hoisted by straddle crane if he is not willing to assume damage.
13. All fore and aft stays and other apparatus that may interfere with hoisting of boat must be loosened or removed by Owner/Agent. If critical supports need to be removed it is the responsibility of the Owner/Agent to secure them by an alternate method in order to insure a safe haul out. The Port is not responsible for condition of critical support system and assumes no responsibility for Owner/Agent's failure to secure.
14. Owner/Agent should, prior to lift, insure all gear and equipment in the boat is secured against lurching or swinging of boat. The Port accepts no responsibility and Owner/Agent releases the Port from any liability or loss of items on boat, damage to boat while in slings being transported or while boat is in Work Yard.
15. Port employees are not authorized to perform any work on boat other than necessary to move boats to and from the water on trailers or around repair area or haven.
16. Security of the boat, once placed in the cradle, becomes the responsibility of the Owner/Agent.
17. Prior to haul out or boat movement, Owner/Agent should insure that he is protected by personal liability and property damage insurance. The insurance should cover boat haul out and storage in the repair area, as well as damage caused by weather, vandalism, theft or any other cause. Owner/Agent agrees to defend and hold the Port harmless from any claim for damages resulting from the negligence of Owner/Agent, employees, or independent contractors hired by Owner/Agent.
18. All storage/haul out accounts must be kept current. Failure to do so will result in Owner/Agent being denied access to said vessel and Work Yard facilities, unless other arrangements are made with the Port Manager or his designee.
19. There will be no living or staying aboard any vessel.

### **BOAT WORK YARD AREA REGULATIONS**

1. A heavy gauge visquine or like material, with prior approval by the Port, will be placed and secured to the ground covering the entire work area used by the vessel while in the Work Yard. Owner/Agent shall be responsible for disposal of this material. Containers provided by the Port for disposal are available for a fee as established periodically by the Port Commission.
2. Tools, equipment and supplies must be kept aboard boat, except when in use.
3. Area around boat must be kept neat and clean at all times.
4. Paint spillage must be cleaned up immediately. Spray painting is not permitted without prior approval.
5. Scraps of lumber, paper or other debris must be placed in waste containers and area must be clean prior to departure daily.
6. Hazardous or volatile materials or procedures, which can endanger other boats and/or persons, is not permitted. Tires aboard boats or in the storage area are not permitted at any time.
7. Oil, paint or other volatile liquids or debris will not be permitted to enter sanitary drains and/or storm drains; must not be thrown overboard or otherwise allowed to enter the water.
8. Major repair or hull work is not permitted without approval of the Port Manager or his designee.
9. Boat covers, equipment or accessories must be neat and tidy, presenting a good appearance at all times.
10. Owner/Agents engaged in work on their boat must take care not to interfere with the work of other boat owners in the area.
11. Violators of these regulations will be required to remove their boat from the area within thirty (30) days of written notice and will be required to pay for any damage or necessary clean up prior to departure.
12. No oil fuel, bilge or sewage shall be discharged in the storage yards except in containers designed for that specific purpose.
13. Boats are not permitted to stay in Work Yard more than thirty (30) days without written consent of the Port. A leasehold tax will be imposed for the entire stay in the Work Yard for periods exceeding thirty (30) days.
14. Sanding and removing paint from boats shall be collected by using visquine or other approved materials to keep pollutants from contaminating the soil.
15. All collected paint, sandings or chips shall be disposed of in specially marked containers provided in the Work Yard. No liquids shall be deposited in these receptacles.
16. All vessel Owner/Agents and contractors shall be responsible for disposal of liquid contaminates such as fuel, paint, thinners, solvents, antifreeze, etc. at an off-site facility. Drip pans, oil absorbent materials and other devices shall be used when transferring oil, solvents, paint and during paint making.
17. Complete protection must be provided from windblown materials such as sandings and over-spray.
18. Sandblasting is absolutely prohibited.
19. No liquid or solid waste may be dumped in the storm drains.
20. Bilges shall be inspected and cleaned prior to work that opens or penetrates the hull. Oil absorbent materials will be used to remove contaminated bilge water.
21. Owner/Agent agrees that all Work Yard regulations will be followed and further agrees that violators shall be subject to all clean up costs and/or fines imposed upon the Port of Ilwaco.
22. Owner/Agent agrees to abide by any other oral or written general Work Yard practices that are specified by the Port.

### **Boat Yard Building Rules & Regulations**

In addition to the Boat Work Yard Area Regulations listed above, the following rules apply:

1. The Boat Yard Building must be reserved in advance.
2. A non-refundable deposit is required. Deposit amounts depend on the length of time reserved in the building.
3. Painting allowed only when large, bay doors are open.
4. Emergency (man door) exits must remain clear at all times.
5. Doors must be locked when works is finished for the day.