

*(Draft To Post on Website)*

1. **RATES & FEES** The Vessel agrees to pay the Port a fee of one dollar fifty cents (\$1.50) per vessel foot or a minimum charge of two hundred fifty dollars (\$250.00) per 24-hour period (or shorter) for vessel dockage. Scheduled Dockings for the year are invoiced in January and are due in January and June of the year. Drop in Docking Payment is due within fifteen (15) days after dockage. In the event this account is referred to collection, the Vessel agrees to pay all collection fees permitted by law, including the Port's attorney fees and costs at trial and on appeal.

2. **SERVICES:** Utility Services are billed at cost.

- Potable water is available at cost from the City of Stevenson's water system at Stevenson Landing. Advance notice is required for water by contacting Doug Bill at (541) 490-2578 or the Port Office (509) 427-5484. The Port will meter the water taken through the meter. The Vessel agrees to pay a prorated portion of the current water bill from the City of Stevenson for Stevenson Landing. The prorated cost factor will be calculated by dividing the total meter readings for all water taken at the Stevenson Landing by the meter reading(s) for water taken by the Vessel during the same period. In addition a administrative fee of ten percent (10%) will be added to the metered amount.
- Garbage service is available at Stevenson Landing. Advance notice is required for garbage service. Contacts are the same as in Paragraph 3 above. Port staff will provide a pick-up size dump truck on Cascade Avenue and Russell Ave.. The Vessel will be responsible for loading their garbage into the truck. The Vessel agrees to pay garbage pick up and disposal fees as follows: Port labor at fifty-six dollars (\$56) per hour with a two (2) hour minimum; (the weekend and holiday rate is eighty-four dollars (\$84.00) per hour with a two (2) hour minimum. Garbage disposal is at cost, based on the weight ticket from Skamania County Solid Waste Transfer Site in Stevenson, Washington. A ten percent (10%) administrative fee will be added to the cost of the weighted ticket.

3. **BILLING:** Scheduled dockings are billed January for the year. Payments are due in January for January 1 through May 31<sup>st</sup> and in June for June 1 through Dec 31<sup>st</sup>. Payments are not refundable.

4. **INSURANCE:** The Vessel agrees to provide insurance prior to docking season as follows: Protection and indemnity and general liability insurance covering bodily injury liability, personal injury

liability, and property damage liability for all operations and activities while moored at the Port's facilities. Such insurance shall be in the amount of at least two million dollars (\$2,000,000) combined single limit of liability. The Port shall be named as an additional insured. The Vessel shall provide proof of insurance by a certificate of insurance evidencing above coverage and the Port added as an additional insured prior to conducting any operations at the Port's facilities.

The Vessel agrees to pay and save harmless the Port, its agents, servants, employees and officials from any and all liability or claims for damages to or from third parties, or other persons, including physical damage to any Port property directly caused by the negligent act or omissions of the agents, servants, employees, officials, guests, licensees, customers or invitees of the Vessel arising or alleged to arise out of the use by the Vessel of the Port's pier at Stevenson, Washington, for dockage of its vessels as above described, and does further agree to pay the expense of defending any action that may be commenced against the Port, its agents, servants, employees or officials by any third person or other person alleging any injury or damage arising out of the dockage or use of the Port's at Stevenson Landing in Stevenson, Washington, as above set forth.

5. **SCHEDULES:** Docking Schedules will be accepted 4 years past the present year. Schedules for the current year will be sent out on or about December 15 of the preceding year. Schedule confirmation must be received by January 15 from Vessel.

6. **POLICIES:**  
**NO SHOW POLICY:** Dockings not cancelled 7 days prior to docking will be assessed a one hundred fifty dollar (\$150) No Show Fee.

**CANCELLATION POLICY:** Dockings cancelled more than 7 days prior to docking will be assessed a one hundred dollar (\$100) Cancellation Fee unless the vacancy is filled.

**POLICY TO NO SHOW AND CANCELLATION POLICY:** No fee will be assessed if the event is beyond control of the docking company and will be reviewed on a case-by-case basis by the Port of Skamania. Docking interruptions cause by the Port of Skamania County will result in missed dockings credited to the Vessel.

8. **HAZARDS:** The Vessel shall not release any Hazardous Substance into the surface, subsurface, water or air in or adjacent to the Premises.

9. **Scheduling:** dockings must be prescheduled with the Port. Scheduled dockings take precedence.

10. **Vehicles are not allowed on the pier.**

11. **Fueling is not allowed.**

12. The Vessel agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to indemnify Port against all losses, damages and costs resulting from any failure of the Vessel or any of its employees, agents or contractors to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act., USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act., RCW 70.105D, 010 et seq.; the Washington Water Pollution Control Act., RCW 90.48; the Washington Clean Air Act., RCW 70.94; the Washington Solid Waste Management Act., RCW 70.95; the Washington Hazardous Waste Management Act., RCW 70.105; and the Washington Nuclear Energy and Radiation Act., RCW 70.98.

13. The Vessel shall be fully and completely liable to the Port for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to the Vessel's use, disposal, transportation, storage, generation, release and/or sale of Hazardous Substances, in or about the Premises, the common areas or adjacent property.

14. The Vessel shall defend and hold the Port harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs. The obligation of the Vessel to defend the Port shall not preclude the right of Port to select its own counsel. Any costs and fees incurred in defense of the Port shall be paid by the Vessel as the same are incurred.

15. The Port makes no representation concerning the depth of the water at the Port's dock or the presence of submerged objects adjacent to or near the docking facility. The Vessel or its representatives shall make their own determination that the Vessel has adequate depth to safely dock at the Port's docking facility.

16. **SECURITY:** The Vessel shall be responsible for all required port security as directed by any federal or state agency with jurisdiction regarding its operations at the Port of Skamania County Stevenson Landing Pier.