

PORT OF CASCADE LOCKS MARINA MARINA MOORAGE RULES AND REGULATIONS

1. PURPOSE, AUTHORITY, AND SCOPE

These Marina Moorage Rules and Regulations ("Rules") are adopted by the Port of Cascade Locks ("Port") for the purpose of protecting public safety, Port facilities, vessels, the environment, and the general public.

These Rules are adopted pursuant to ORS Chapter 777, ORS Chapter 830, and Port of Cascade Locks Ordinance No. 2021-1, as amended.

These Rules apply to all vessels, tenants, guests, invitees, contractors, and any other persons on or using Port marina property.

1.1 Definitions.

For purposes of these Rules:

- "Port" means the Port of Cascade Locks and any authorized representative, employee, agent, or contractor acting on its behalf.
- "Tenant" means any person or entity holding a valid Moorage Rental Agreement with the Port.
- "Vessel" means any watercraft, boat, or floating structure of any kind.
- "Marina" means all docks, slips, floats, walkways, parking areas, utilities, and associated facilities owned or controlled by the Port.
- "Moorage Rental Agreement" means the written agreement governing vessel moorage at the Marina, as amended.

2. APPLICABILITY, CONTROL, AND NO TENANCY

2.1 Compliance as a Condition of Moorage. Compliance with these Rules is a mandatory condition of holding a valid Moorage Rental Agreement. In the event of any conflict, the Moorage Rental Agreement controls.

2.2 Precedence of Agreement. Use of marina facilities does not create a tenancy, leasehold estate, landlord-tenant relationship, or possessory interest. Moorage is a revocable privilege for recreational use only.

2.3 No Landlord-Tenant Relationship. The Port retains sole discretion to interpret, enforce, and apply these Rules. No provision creates a right to notice, cure, hearing, or continued moorage.

3. VESSEL ELIGIBILITY AND CONDITION

3.1 General Vessel Standards.

All vessels moored at the Port of Cascade Locks Marina must meet and maintain the following standards:

- **Registration.** Be currently registered and properly identified in accordance with state and federal laws;
- **Seaworthiness.** Be seaworthy, structurally sound, and capable of safe operation;
- **Essential Systems.** Maintain operable bilge pumps, propulsion, steering, and navigation systems;
- **Safety Risk.** Not pose a fire, sinking, environmental, or navigational risk.

3.2 Prohibited Vessels and Port Authority. Derelict, inoperable, or unsafe vessels are prohibited. The Port may declare a vessel unseaworthy at its sole discretion.

3.3 Insurance Requirements. All Tenants shall maintain, at their sole cost, insurance coverage for their Vessel, including liability coverage for personal injury, property damage, and environmental damage, in amounts acceptable to the Port.

The Port may require proof of insurance at any time. Failure to maintain required insurance or to provide proof upon request constitutes a violation of these Rules and grounds for enforcement action, including termination of moorage.

3.4 Tenant Contact Information. Tenants shall maintain current and accurate contact information on file with the Port, including telephone number, email address, and emergency contact.

Failure to maintain current contact information constitutes a violation of these Rules and waives any claim that the Port failed to provide notice.

4. BROKEN-DOWN, INOPERABLE, OR HIGH-RISK VESSELS

4.1 Standards for Maintenance and Operation. Vessels that are broken down, partially submerged, listing, taking on water, without propulsion, or otherwise inoperable may be ordered repaired, removed, or stabilized at the Tenant's expense.

4.2 Emergency Intervention and Boarding. The Port may board, secure, pump, move, relocate, or remove such vessels without notice when risk exists.

4.3 Recovery of Costs and Fees. All costs incurred, including staff time, equipment, contractors, monitoring, and administration, shall be charged to the Tenant

5. USE OF SLIPS AND MOORAGE

5.1 Permitted Use. Slips are provided solely for recreational vessel moorage. Use of slips for storage, commercial activity, repair yards, or non-authorized purposes is prohibited.

5.2 Authorized Vessels and Subleasing. Only the vessel identified in the Moorage Rental Agreement may occupy the assigned slip. Subleasing, sharing, or transfer is prohibited.

5.3 Ghost Moorage and Abandonment. Extended vacancy, ghost moorage, or non-use of a vessel for a continuous period exceeding six (6) months without prior written Port approval constitutes a violation; the Port reserves the right to terminate moorage, disconnect utilities for safety, or require a seaworthiness inspection at the Owner's expense for any vessel deemed abandoned or inactive under this provision.

5.4 Management Right to Relocate. The Port may relocate vessels or reassign slips at any time for operational, safety, or management reasons.

5.5 Transient Dock and Facility Use. Use of transient docks or facilities is limited in duration as determined by the Port. Extended or repeated use without Port approval is prohibited and may result in removal or enforcement action.

6. LIVEABOARD AND OCCUPANCY PROHIBITION

6.1 Strict Prohibition of Liveaboard Use. Liveaboard use is strictly prohibited. No vessel may be used as a residence, domicile, or for recurring or continuous overnight habitation.

6.2 Overnight Stay Limitations. Overnight presence aboard a vessel is limited to three (3) nights within any fourteen (14) consecutive day period.

6.3 Authority and Determination of Use. Determination of overnight use shall be based on Port observation, records, or other information available to the Port and shall not rely on tenant self-reporting.

7. CONDUCT, BEHAVIOR, AND SECURITY

7.1 General Conduct and Responsibility. Disorderly, disruptive, threatening, unsafe, abusive, or offensive conduct is prohibited.

The Port may immediately restrict access, revoke privileges, terminate moorage, or remove persons or vessels for conduct violations.

Tenants are responsible for the conduct of their guests, invitees, and contractors.

7.2 Noise and Quiet Hours. Excessive noise, including loud music, engines, generators, or other disturbances that interfere with safety, operations, or reasonable use of the Marina by others, is prohibited at all times.

8. SAFETY AND ACCESS CONTROL

8.1 Obstructions and Walkways. Main walkways, docks, and finger piers shall remain clear at all times.

8.2 Supervision and Prohibited Activities. Children must be supervised at all times.

Swimming, diving, fishing, or fish cleaning within the marina is prohibited.

8.3 Access Credentials. Marina access keys, cards, or credentials are issued solely for Tenant use and shall not be duplicated, shared, or transferred. Lost or stolen access credentials must be reported to the Port immediately. The Port may deactivate credentials and assess replacement or reissuance fees. Unauthorized access or misuse constitutes grounds for enforcement action.

8.4 Operating Hours and Restricted Access. Access to the Marina and adjacent Port-controlled areas may be restricted during posted operating hours or closures. Presence in restricted areas outside of authorized hours is prohibited unless expressly approved by the Port.

The Port may restrict access, close areas, or limit occupancy during emergencies, events, or operational needs.

8.5 Emergency Procedures. In the event of fire, medical emergency, hazardous condition, or immediate threat to life, property, or the environment, Tenants shall contact emergency services by calling 911 and shall notify the Port as soon as practicable.

9. MAINTENANCE, REPAIRS, AND WORK PRACTICES

9.1 Infrastructure Integrity. Alteration of docks, slips, pedestals, or marina infrastructure is prohibited.

9.2 Scope of Permissible Repairs. Major vessel repairs, as determined by the Port, are not permitted within the marina or adjacent parking areas.

10. ENVIRONMENTAL PROTECTION

10.1 Prohibited Discharges. Any discharge of sewage, fuel, oil, bilge water with sheen, graywater, debris, or hazardous substances into marina waters is strictly prohibited.

10.2 In-Water Hull Work & Contamination. In-water hull scraping, sanding, spray painting, or other contaminating activities are prohibited.

10.3 Tenant Liability & Spill Response. Tenants are strictly liable for any spill or release originating from their vessel.

The Port may take immediate corrective and cleanup action, and recover all costs incurred.

11. UTILITIES AND SHORE POWER

11.1 Service Availability & Port Liability. Utilities, water, and other Marina services are provided at the Port's discretion and may be restricted, suspended, or discontinued at any time. The Port makes no guarantee of continuous service availability.

11.2 Seasonal Water Service & Winterization. Winterization of dockside water service occurs annually from November 1 through April 30. During this period, all dockside water lines will be shut off and drained.

11.3 Shore Power Requirements. Only approved marine-grade shore power cords may be used.

12. PARKING, VEHICLES, AND STORAGE

12.1 Parking Privileges and Signage. Parking is a privilege, not a right.

Certain parking spaces are designated by signage for Marina Tenants Only.

The number of designated marina tenant spaces may be fewer than the number of marina tenants.

12.2 Auxiliary Craft and In-Water Storage. No dinghies, tenders, or auxiliary craft shall be stored in-water or within the slip without the prior written approval of the Port.

Tenants shall notify the Port of any unauthorized use of designated marina tenant parking spaces.

12.3 Dock Box Specifications. Dock boxes must not exceed 4 feet (48 inches) in length and 2 feet (24 inches) in depth. Height must be standard to the model and not obstruct views or safety equipment.

12.4 Restroom Facilities. Public-Use restrooms are currently under development and expected to be available by the end of the year; until that time the Port provides temporary portable toilets for Tenant and public use.

13. SEAWORTHY CHECKS

13.1 Right to Inspect. The Port may conduct inspections of vessels, slips, and marina facilities at any time to determine compliance with these Rules, safety standards, or operational requirements. Inspections may be conducted with or without notice.

13.2 Seaworthiness Demonstration. A seaworthy check shall include, at minimum, starting the vessel and safely operating it under its own power out of the marina and returning it to the assigned slip.

13.3 Notice and Scheduling. Except in cases involving immediate safety or environmental risk, the Port shall provide not less than thirty (30) days' notice.

13.4 Non-Compliance and Default. Failure or refusal to complete a required seaworthy check constitutes default.

14. ANIMALS

14.1 Control and Restraint. Animals must be under control at all times.

14.2 Sanitation and Waste Disposal. Pet waste shall be promptly collected and disposed of in appropriate receptacles. Disposal of animal waste into Marina waters is strictly prohibited.

14.3 Nuisance and Safety Enforcement. Animals that create a nuisance, safety risk, or sanitation issue may result in enforcement action.

15. VIOLATIONS, ENFORCEMENT, AND COST RECOVERY

15.1 Contractual Breach. Violation of these Rules constitutes a violation of the Moorage Rental Agreement.

15.2 Enforcement Authority and Remedies. The Port may impose penalties, suspend services, restrict access, terminate moorage, board or remove vessels or property, and take any enforcement action authorized by law.

15.3 Administrative Cost Recovery. The Port may assess administrative enforcement costs, including staff time, inspections, monitoring, boarding, notices, contractor coordination, and recordkeeping.

Failure to enforce at any time does not constitute a waiver.

16. RESERVATION OF RIGHTS

16.1 Cumulative Rights and Remedies. The Port reserves all rights and remedies available under the Moorage Rental Agreement, Oregon law, and Port ordinances.

16.2 Amendments and Effective Date. These Rules may be amended at any time and take effect upon posting or distribution.

COMPLIANCE WITH THESE RULES IS MANDATORY.