

## PORT OF NEWPORT LICENSE

This License, effective January 1, 2025, through December 31, 2025, from the Port of Newport, organized and existing under the laws of the State of Oregon, hereinafter referred to as “Port”, is granted to \_\_\_\_\_, hereinafter referred to as “Licensee.”

The Port grants permission for the LICENSEE to commercially clean, fillet, and cut fish as a service to recreational fishers in the South Beach Marina at designated fish cleaning stations as identified in the Port of Newport Marina & RV Park Map (Exhibit A). At all times, Licensee shall keep the area in and about the premises free and clear of rubbish, debris and obstructions of every kind during and upon termination of Licensee's period of occupancy and shall follow the Port Facilities Code (available on the Port's website), established rules for usage of the facility, and the direction of Port Staff. Port Staff may direct LICENSEE to relocate at any point if sufficient access to fish cleaning stations is not available to recreational users. This license does not provide priority, nor guarantee LICENSEE access or rights to use fish cleaning stations or any of the adjacent facilities, which are available to the public on a first come, first served basis at the time of usage. The Port of Newport does not reserve space at fish cleaning stations in advance. LICENSEE may make use of up to one helper during times of high volumes (such as tuna season); any additional helpers shall obtain their own license. The Port reserves the right to terminate this license upon 15 days' written notice for continuing or repeated violations of the Port's ordinances, rules, or regulations. The administrative fee for licensing is non-refundable and shall not be pro-rated. Exhibit B is the Port's Fish Filleter License Certificate, which shall be displayed AT ALL TIMES at the immediate station where the filleter is in operation. If the certificate is not displayed, LICENSEE is subject to fines in accordance with Port Ordinance and/or termination.

License is subject to the rules, regulations, and ordinances of the Port of Newport, which can be found on the Port's website [portofnewport.com](http://portofnewport.com), and subject to the following terms and conditions:

1. **Administrative Fee:** \_\_\_\$200, which covers the calendar year of the license 01JAN-31DEC, not pro-rated.
2. **Reservation of Rights:** Port reserves the right to alter or amend terms & conditions of License.
3. **Liability, indemnity of Port:** Licensee agrees to exercise due care in the activities described above and to abide by all Port rules, regulations, and ordinances. Licensee shall indemnify and hold Port harmless from and against all claims, actions, proceedings, damages, and liabilities, including attorney fees, arising from, or connected with Licensee's use of Port facilities. Licensee will carry a comprehensive general liability insurance policy with limits of \$2,000,000.00 per occurrence and \$2,000,000.00 in aggregate. If \$2 million per occurrence is not available, a \$1 million umbrella on top of \$1 million per occurrence will be acceptable. Licensee will provide the Port with a Certificate of Insurance naming the Port as an additional insured. The certificate must be received prior to operations commencing.
4. **Condition of Premises.** Licensee acknowledges that Licensee has inspected the grounds and related facilities and is satisfied that these facilities are adequate for safe use for the above-

described purpose. This License is not a contract. Port's liability is limited to its sole negligence. Port's employees will make reasonable efforts to contact Licensee and notify Licensee of conditions requiring Licensee's attention, but Port assumes no responsibility for Licensee's use of the Port's facilities. At all times, Licensee shall keep the area in and about the premises free and clear of rubbish, debris, and obstructions of every kind during and upon termination of Licensee's period of occupancy. Licensee agrees, excepting only acts of God and other conditions and occurrences beyond the control of the Licensee, that Licensee will leave the premises in a condition substantially equivalent or better than they were found.

5. **Nontransferability/Term.** \_\_\_\_\_ This License is nontransferable. This License expires at 11:59 pm on 31 December, 2025.

IN WITNESS WHEREOF, the Port has caused this License to be issued on the date indicated above.

Port of Newport:

Accepted By:

\_\_\_\_\_  
Aaron Bretz, Operations Director

\_\_\_\_\_  
SIGNER  
TITLE

It is the licensee's responsibility to notify the Port office immediately of any change of name or address. Licensee's email address: \_\_\_\_\_.

You may contact the Port at:

Port of Newport  
Recreational Marina & RV Parks Office  
2120 SE Marine Science Drive  
Newport, OR 97365  
P: 541-406-0461

ATTACHMENTS: Exhibit A: SB Marina Map  
Exhibit B: License Display Certificate



**Fish Filleter License  
Port of Newport South Beach Marina**

Issued to:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Issued: \_\_\_\_\_

Expires: \_\_\_\_\_

Above is your license display certificate issued by the Port of Newport, which is to **be posted in an open area for public view when in operation**. Please take note of the expiration date on your license. It is your responsibility to comply with the terms of your license and renew your license before it expires. License renewals may be completed prior to the expiration date through the Port of Newport South Beach Office.