

PORT OF NEWPORT LICENSE

This License, effective 01 January, 2025 through 31 December, 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 [LICENSEE], hereinafter referred to as “Licensee.”

The Port hereby grants permission to Licensee to sell fish or shellfish under a limited fish seller permit issued by Oregon Department of Wildlife (ODFW). The Port grants permission for the LICENSEE to operate at Port of Newport facilities as a limited fish seller as that term is defined in ODFW regulations. At all times LICENSEE shall operate in accordance with Oregon Department of Agriculture regulations, and any or all other local, state, and federal regulations for that activity. At all times, LICENSEE shall operate in accordance with local, state, and federal law and 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 use. LICENSEE 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 while operating as a limited fish seller. LICENSEE is not permitted to sell products not included in the ODFW limited seller permit. Port Staff may direct LICENSEE to relocate at any point if it is in the PORT's interest to relocate LICENSEE's business activity. This license does not provide priority, nor guarantee LICENSEE access or rights to moor a vessel or use any of the adjacent facilities, and it does not supersede the Moorage License Agreement. This license only pertains to activities as a licensed limited fish seller; attainment of the proper local, state, and federal licenses are a prerequisite for this license. LICENSEE is liable for the safety and conduct of their customers, and all people attending their business. 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 Limited Fish Seller Certificate, which shall be displayed AT ALL TIMES at the location where the LICENSEE is selling fish or shellfish. If the certificate is not displayed, LICENSEE is subject to fines in accordance with Port Ordinance and/or termination. This license shall automatically terminate at the time when LICENSEE's ODFW limited fish seller permit terminates, is revoked, or suspended in any way.

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, and subject to the following terms and conditions:

1. **Administrative Fee:** \$500, 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 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

ATTACHMENTS: Exhibit A: License Display Certificate



**Limited Fish Seller License
Port of Newport**

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 Office.

It is the licensee's responsibility to notify the Port office immediately of any change of name or address.

You may contact the Port at:

Port of Newport
RV Park Office
2120 SE Marine Science Drive
Newport, OR 97365
P: 541-265-7758