

MOORAGE AGREEMENT
Elochoman Slough Marina
Port District No. 1 of Wahkiakum County, WA
500 2nd Street, Cathlamet, WA 98612
(360) 795-3501

Port District No. One of Wahkiakum County, Washington (the "Port") hereby grants to Owner a limited license and permission to moor the vessel described below at Elochoman Slough Marina commencing as of the effective date set forth below, and Owner hereby accepts the berth space identified herein for the term specified, subject to the following terms and conditions:

Name ("Owner") _____	Home Phone _____
Mailing Address _____	Work Phone _____
City/State/Zip _____	Mobile _____
Email _____	Emergency Name _____
Boat Name _____	Emergency Phone _____
Make _____	Registration No. _____
Length _____	Beam _____
Insurance Co. _____	Insurance Policy No. _____
Address _____	Phone _____
City/State/Zip _____	Legal Owner _____

1. **Term.** This Agreement shall become effective on the ____ day of _____, 20__ and shall continue:

_____ until _____, 20 ____

_____ on a monthly basis until terminated pursuant to the provisions of this Agreement.

2. **Reserved Berth Fees.** To obtain a reserved berth, Owner hereby agrees to pay in advance the daily / monthly fees provided by the Port's posted Schedule of Rates, Regulations and Charges applicable to all berths at the marina, plus applicable leasehold tax. Monthly fees are due on the 1st day of each month. The payment of fees by the due date is the responsibility of the Owner regardless of receipt of an invoice from the Port. No moorage will be allowed until Owner pays the initial rate indicated below. The Port reserves the right to change the Schedule from time to time, and Owner hereby agrees to comply at all times throughout the period of this Agreement with the Schedule as it may be changed. Failure by Owner to pay fees and all other charges provided in the Schedule on time in accordance with this Agreement will result in loss of berth reservation priority and may result in other actions by the Port as provided by, but not limited to, the terms of this Agreement.

All inquiries regarding account information or fees shall be directed to the Port office during normal business hours, Monday through Friday.

3. **Late Fees.** Owner shall be assessed a late fee of \$25.00 for every monthly payment that is not received by the Port by the 10th of each month.

4. **Utilities and Services.** Owner agrees to pay for all electricity and other utilities and services which shall be furnished at the established rates provided by the Port's posted Schedule of Rates or, if not covered by such a posted Schedule, as established by the Port Manager. The Port does not guarantee continuity of utility services to a boat, and specifically with regard to electric services, does not guarantee the continuity of characteristics of such service and its compatibility with the boat's utility service requirements.

5. **Insurance and Registration.** Owner shall maintain current vessel registration and a boat insurance policy for the term of this Agreement, said insurance to include bodily injury and property damage liability, comprehensive and collision coverage of at least 100% of actual value of the vessel with endorsements for extended perils, damages by fire, electrocution, and/or stray current, corrosion, vandalism, theft and burglary, wreckage removal and fuel spill coverage. The insurance shall be in a form and substance satisfactory to the Port and shall be placed with a company or companies admitted and licensed by the Insurance Commissioner to do business in the State of Washington. Insurers must have a rating of A or better by "Best's Insurance Reports" or a comparable rating by another rating company acceptable to the Port. Owner shall provide the Port with copies of registration and certificates of insurance with original endorsements evidencing coverage within thirty (30) days of commencement of this Agreement. **All insurance policies shall name the Port as an additional insured.** The insurance policy shall provide that it shall not be suspended, voided, canceled or reduced in coverage or in limits, except after 30 days written notice to the Port. If Owner fails to maintain insurance and current registration, the Port may immediately terminate this Lease.

Owner acknowledges that the coverage requirements set forth herein are the minimum limits of insurance that Owner must obtain to enter into this Agreement. These limits may not be sufficient to cover all liability losses and related claim settlement expenses. Purchase of coverage with these limits does not relieve Owner from liability for losses and settlement expenses greater than these amounts.

6. **Berth Changes.** The Port reserves the right to change berth assignments as necessary for the efficient operation of the marina or for other causes. In the event of such changes, Owner shall receive a new berth as nearly comparable in location to their former berth as is available.

7. **Length of Boat Appropriate to Length of Berth.** Owner's boat length must be within the guidelines of the Port's boat-to-slip ratio per the Port manager or Marina policies. In the event the boat moored in the leased berth changes during the term of this Agreement, the Owner shall give written notice of the change to the Port Manager. The Port reserves the right to inspect the substituted boat for size and condition, as if it were the original boat listed on the Agreement.

8. **Condition of Boat/Berth.** The Port does not accept Owner's boat for storage or as a bailee and shall not be liable or responsible in any manner for its safekeeping and condition. Owner shall keep his or her boat and all lines that tether the boat to the slip in sound, seaworthy condition satisfactory to the Port Manager. Examples of unsatisfactory conditions include, but are not limited to, a boat that needs to be pumped out on more than one occasion in a month, and lines that break or allow the boat to leave its berth. Owner shall demonstrate that its boat is in sound, seaworthy condition by operating it and moving it from its berth at least two (2) times per year. If Owner does not keep his or her boat and line in satisfactory condition, the Port may terminate this agreement and have the boat removed from the Marina premises at the Owner's expense. Owner shall not cause or allow the berth to be used for any purpose other than the mooring of the boat identified herein, and for other uses consistent with this Agreement.

Marina premises adjacent to the berth have been inspected by Owner and accepted in their present condition AS IS. Owner acknowledges that no employee, agent or representative of the Port has made any statement, representation or warranty as to condition and suitability for use. Owner shall keep the premises neat, clean, orderly and free of all flammable, combustible or otherwise hazardous materials, and of all items other than approved power lines and water hoses in use and connected to proper receptacles at the berth space.

9. **Securing Boat.** Owner is required to check its boat regularly. Owner shall cause its boat to be safely and properly secured to its berth at all times during which the boat is berthed at the Marina.

10. **Sunken Boat.** Any boat that sinks, either at its berth or in the Marina, shall be immediately removed by Owner at Owner's sole cost and expense. If not removed within 48 hours, the Port will have the boat removed at Owner's sole cost and expense. If conditions exist that warrant immediate removal of the boat, the Port is not required to wait 48 hours before commencing work. The Port has sole discretion in determining whether conditions warrant immediate removal.

11. **Service and Security Measures.** Should Owner's boat experience conditions other than sinking that require immediate attention while berthed at the Marina, the Port agrees to make reasonable efforts to contact Owner. If unable to reach Owner, the Port may attempt to provide appropriate service measures deemed by the Port Manager to be in the best interests of the Port and the Owner. The Owner hereby agrees to pay for these services at the rate provided in the Port's Schedule then in effect. The Port assumes no responsibility for the safety of the boat and Owner agrees to release the Port, its commissioners, agents and employees, and hold it harmless from any liability for damage to the boat, its equipment and/or any property in or on the boat, by reason of the Port's measures or decision not to provide measures.

12. **Access and Inspections.** Owner shall allow the Port or its agent(s) access at all times to Owner's boat for the purpose of inspection, moving the boat, mooring or re-mooring the boat, fighting fire, conducting health and safety checks, protecting property, preserving the peace, or remedying or preventing any casualty or potential hazard. Failure to inspect shall not be deemed to create any responsibility upon the Port.

13. **Guests/Children/Pets.** Owner shall be responsible for the conduct and actions of all guests, agents, and other invitees while on Port property. Children under the age of twelve (12) shall not be permitted on docks or fingers unless accompanied by parents or other responsible adults. Pets must be kept on leashes at all times.

14. **Default.** In the event that Owner fails to pay the fees and/or other charges accrued under this Agreement or otherwise violates the provisions of this Agreement, the Port may, without any advance notice, take possession of Owner's boat, its tackle, apparel, fixtures, equipment and furnishings (the Property). The Port shall have a lien against the Property for all fees and charges then owing or later accrued, and all costs, including reasonable attorney's fees, included in the collection of such charges or foreclosure on said Property. In addition, or as an alternative, the Port may deliver to Owner a written notice terminating Owner's right to further berthage under this Agreement without prejudice to the Port's right to collect fees and utility charges under this Agreement until such time as the boat is removed from the Marina. In addition, Owner agrees and does authorize the Port to take possession of and sell the boat at public auction and pursuant to written notice if moorage or other charges remain unpaid for a period of ninety (90) days or more, or if the boat is not removed from Port property after having been duly notified in writing to this effect.

The remedies provided herein are in addition to, and not in lieu of, any other rights that the Port may have under Federal, State, and local statutes or ordinances. In any action or proceeding for the collection of any sums which may be payable hereunder, Owner agrees to pay all expenses and attorney fees incurred by the Port.

In the event that a collection agency is utilized to recover funds, a finance fee of 15% of the total amount due will be assessed to the account.

15. **Release of Liability.** Owner agrees to indemnify and hold the Port, its commissioners, employees, and agents harmless from and against all liability, claims, damages, judgments or penalties arising from any loss, injury or damage to persons or property whatsoever that may arise from or in any manner relate directly or indirectly to a) performance or breach of any of the terms of this Agreement; b) any damage or destruction to

Port property or the property of others caused by or resulting from operation or movement of Owner's boat; c) Owner's (or its principals, officers, agents, employees, vendors, suppliers, guests, or anyone else present on the boat) breach of any term of this Agreement, negligence, willful acts, failure to comply with any law, rule and/or regulation, and/or other acts or omissions. Owner agrees to pay all attorney fees and other expenses incurred by the Port in defending any suits or claims brought against the Port upon any of the aforementioned matters.

The Port shall not be liable to Owner or Owner's employees, agents, servants, guests, invitees or visitors, or to any other person whomsoever, for any injury to person or damage to property of Owner, resulting from and/or caused in part or whole by the negligence or misconduct of the Port, its commissioners, employees, or agents and Owner hereby waives all claims against the Port for any damage or injury to any person or to any of Owner's property arising therefrom.

16. Compliance with Laws and Regulations. Owner and Owner's guests shall not commit waste or maintain a nuisance, including but not limited to maintaining anything that may be dangerous to life or limb, violate any environmental laws, permit any objectionable noise or odor on Owner's boat, Marina premises or premises adjacent thereto, or permit anything to be done on said premises which in any way will tend to create a nuisance or disturb any other boat owner, guest, or lessee of the Port.

Owner and Owner's guests shall comply with all applicable Federal, State and local laws, statutes and ordinances, and all rules, policies, regulations and special instructions issued by the Port Manager or agents.

17. Dumping Prohibited. No substance or material of any kind, including without limitation, waste matter from sinks, toilets, marine heads, holding tanks, bilges, or any other receptacles shall be discharged into the waters of the Marina. If the boat is equipped with a toilet, marine head or any other permanent or temporary receptacle for bodily wastes, then the boat must be equipped with appropriate holding tanks. Owner shall not release or permit to be released into the water or upon the docks or land (including Marina trash containers), by any action or inaction, any waste or environmentally objectionable substances, including but not limited to petroleum products, solvents or inflammable materials. Owner shall immediately report any release to all appropriate governmental authorities and to the Port, and shall immediately implement necessary clean up and disposal of such waste. Owner shall be responsible for the prompt payment of all costs associated with clean up and disposal, including costs of oversight by government agencies and the Port personnel, fines, penalties and legal fees. If the Port is not satisfied, in its sole discretion, with Owner's actions in reporting and clean up, the Port may take all actions it deems appropriate, at Owner's sole cost and expense.

18. Assignment and Sublicense of Lease and/or Berth. Owner shall not assign, sublicense or transfer this Agreement or any interest therein, or any interest in the berth designated by this Agreement, and Owner shall not use the designated berth for any commercial purpose without the prior written permission of the Port Manager. Use of the berth is personal to the Owner, and a person purchasing Owner's boat shall not acquire any rights under this Agreement or rights to use the berth designated in this Agreement without the prior written permission of the Port Manager.

19. Extended Absence. Owner shall notify the Port, in writing, when Owner expects to be away from the berth for periods in excess of 48 hours. Such notification shall include the date the boat will leave and the date of return. The Port shall have the right to allow use of the berth by another vessel on a temporary basis without liability, credit or compensation to Owner during such periods. If Owner returns prior to the scheduled return date, the Port shall have the right to supply a substitute berth to Owner. Continued vacancy of the berth for more than 30 days is conclusively presumed to constitute abandonment of the berth by Owner and this Agreement shall terminate unless Owner notifies the Port, in accordance with this Agreement, of its intent to temporarily remove the boat.

20. **Damage and Destruction.** In the event of damage to or destruction of the Marina or the berth by fire, wind, flood, storm, movement of water, accumulation of silt, earthquake, tidal waver or any other cause(s), whether immediate or over time, the Port shall have the option to a) treat this Agreement as continuing and repair or restore the Marina or berth to its condition before such damage or destruction occurred within 30 days of the occurrence of the same or, if insured, within 30 days after the Port receives permission from the insurer to proceed with repair or restoration; or b) terminate this Agreement and all further obligations of either party. After the occurrence of such damage or destruction, Owner's obligation to pay rent may be abated in an amount which the Port, in its sole discretion, shall determine to be proportionate to the area of the berth rendered unfit for use by Owner during the period of repair or restoration.

21. **Termination.** Owner may terminate this Agreement by providing ten (10) days written notice to Port of Owner's intent to terminate this Agreement. Owner shall remove the vessel and all personal items and leave the berth and adjacent docks in their original condition (excepting normal wear and tear), free from personal belongings and garbage. The Port may terminate this Agreement at any time, with or without cause.

22. **Not a Lease.** Owner agrees that nothing contained in this Agreement shall be deemed or construed as creating any relationship of landlord and tenant between Owner and the Port. **Licensee hereby expressly acknowledges that this agreement is a License Agreement, not a Lease, and expressly waives any notice to quit, notice to vacate, notice of intent, or any other notices which may otherwise be required by law in the event of a termination of a License.**

23. **Headings.** The headings inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

24. **Invalidity.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25. **Applicable Laws.** This Agreement shall be governed by, and its terms and conditions construed in accordance with the laws of the State of Washington. Venue for any dispute shall be in the Wahkiakum County Superior Court.

Signatures:

Owner Signature _____ Date_____

Port Manager Signature _____ Date_____