

OAK HARBOR MARINA - MOORAGE AGREEMENT

THE CITY OF OAK HARBOR, hereinafter referred to as "City", hereby grants to the undersigned boat owner(s), hereafter referred to as "Owner", a license for the boat hereafter referred to as "Boat" and designated below to occupy a berth space at the City's Marina on the following terms and conditions:

1. RESERVED BERTH LICENSE FEE. To obtain a reserved berth, Owner hereby agrees to pay in advance, on or before the tenth day of each month, the monthly fee provided by the City's posted Schedule of Rules, Regulations and Charges. The City reserves the right to change this posted Schedule at any time during the term of this Agreement. Failure by Owner to pay fees and all other charges provided in the Schedule on time will result in loss of a reserved berth and may result in other actions by the City as outlined in Paragraph 4. This Agreement shall not become effective until Owner pays the City the initial monthly fee indicated below and also pays an equal sum which shall be held by the City as a security deposit for sums due to the City. Application of the deposit by the City to debts of the Owner shall not release the Owner for amounts owed in excess of the deposit. THE OWNER, AS IDENTIFIED HEREIN, IS RESPONSIBLE FOR PAYMENT OF MOORAGE UNDER THE TERMS OF THIS CONTRACT UNTIL EITHER (1) HIS VESSEL IS REMOVED FROM THE MARINA, OR (2) RESPONSIBILITY FOR PAYMENT OF MOORAGE FOR HIS VESSEL IS ASSUMED BY ANOTHER THROUGH PROPER EXECUTION OF A REPLACEMENT CONTRACT.

2. BERTH CHANGES. The City 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 berth as nearly comparable in location to his former berth as is available.

3. UTILITIES AND SERVICES. Owner agrees to pay for all electricity and other utilities or services which shall be furnished to his berth at the established rates provided by the then applicable Schedule of Rates posted by the City or, if not covered by such, a posted Schedule, as established by the Harbor Master. The City does not guarantee continuity of utility services to a berth and, specifically with regard to electric service, does not guarantee the continuity or characteristics of such service and its compatibility with the boat's electric circuit protector, if any.

4. DEFAULT. In the event the Owner does not timely pay, as herein provided, the fees or other charges, or both, which are accrued in favor of the City, or the Owner otherwise violates the provisions of this Agreement, the City may, without any advance notice, take possession of the boat, its tackle, apparel, fixtures, equipment and furnishings, and retain such possession at the Marina or elsewhere until all charges then owing, and all charges which shall thereafter have accrued, are fully paid, and all other violations of this Agreement have been cured. In addition, and at its option, the City may, on 30 days' written notice, mail to the Owner's address, below stated, a notice to terminate Owner's right to further berthage under this Agreement, all without prejudice to the right of the City to collect fees and utility charges under this Agreement until such time as the vessel is removed from the Marina. The remedies thus provided herein are in addition to, and are not in lieu of, any other rights which the City may have by virtue of Federal, State and Local Statutes, Ordinances and Law. If any sum is owed for more than 60 days, the owner shall pay a late charge of \$25.00. The Owner shall pay interest at the rate of one percent per month on the unpaid balance of amounts owed in excess of 30 days. In any action or proceeding for the collection of any sums which may be payable hereunder, Owner agrees to pay the City, in addition to the balance due, a reasonable sum for costs and attorney fees.

5. NOT FOR STORAGE. It is mutually agreed that the City does not accept the boat for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its tackle, apparel, fixtures, equipment, and/or furnishings.

6. WAIVER OF RESPONSIBILITY - COVENANT TO INDEMNIFY. Marina premises adjacent to the berth have been inspected by Owner and are accepted by him in their present condition. The Owner hereby assumes all of the risks that might result from mooring the vessel at the Marina. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, HIS AGENTS, INVITEES OR EMPLOYEES OR RESULTING FROM UNSEA-WORTHINESS OF THE BOAT OR RESULTING FROM A DEFECTIVE PRODUCT USED IN CONNECTION

WITH THE BOAT UNLESS THE NEGLIGENCE CAUSING THE INJURY IS SOLELY THAT OF THE CITY OR ITS STAFF.

6A. COMPLIANCE WITH LAWS AND REGULATIONS. Owner agrees to comply with all applicable Federal, State or Local Laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the Harbor Master or his agents. Owner will comply with Federal, State and local environmental regulations, including Marina "Best Management Practices." Owner agrees to keep the premises neat, clean, orderly and as free as possible from all inflammable substances, and to place no tender boats or dinghies on the docks. Owner will not maintain anything that may be dangerous to life or limb, or permit any objectionable noise or odor on his boat, Marina premises, or premises adjacent thereto, or permit anything to be done on the boat or Marina premises which in any way will tend to create a nuisance or to disturb any other boat owner, guest, or lessee of the Marina. The City or its agents at all times shall have access to Owner's boat for the purpose of inspection, moving his boat, mooring or re-mooring his boat, fighting fire, or remedying or preventing any casualty or potential hazard. No dinghies will be left on the dock fingers. Moored boats, when unattended, must be securely moored with stern, bow and spring lines in a careful, seamanlike manner. The City shall have the right, but not the obligation, in its discretion, to properly tie or retie mooring lines and to board the boat as necessary to do so. Charges due for this action can be collected by the City. Posting of signs for the sale, charter or rental of boats while moored at the Marina shall be subject to written approval by the Harbor Master. All boats shall be kept in such operating condition that they are able to safely get under way with reasonable notice (72 hours).

7. ASSIGNMENT OF AGREEMENT AND/OR BERTH. Owner shall not assign, sublease or transfer the Agreement or any interest therein, or any interest in the berth designated by this Agreement. Owner shall not use that berth for any commercial purpose without the prior written permission of the Harbor Master. Use of the berth is personal to Owner, and a person purchasing the boat assigned below from Owner will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.

8. TERM. This Agreement shall become effective on the date signed, and shall remain in force until terminated (a) by Owner giving the City thirty (30) days notice, (b) the City giving Owner fifteen (15) days written notice for default of any provision or condition of this Moorage Agreement, or (c) by City giving Owner fifteen (15) days written notice for any termination of moorage not specified in (a) or (b) of this paragraph.

9. ENTIRE AGREEMENT - AMENDMENTS. This constitutes the entire Agreement between the parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties.

10. NONWAIVER. Nothing contained in this Agreement shall be construed as a waiver by the City of any rights and privileges created by maritime or other lien under federal or state law, or as a waiver of any other rights to remedy under the laws of the State of Washington.

11. RULES AND REGULATIONS. Owner further understands that the City has issued and may continue to issue such rules and regulations for the Marina and harbor area as the City Council may in its judgment deem reasonable and necessary. Lessee further agrees to abide by and follow such rules and regulations.

12. PARAGRAPH HEADINGS. The captions and paragraph headings in the Agreement are for the convenience of the parties only, and do not limit, restrict or otherwise amend the text language of any paragraph.

13. NOTICE TO OWNER. Billings and notices to Owner will be mailed to Owner's address set forth below. If Owner moves, or desires to have billings and notices sent to another address, Owner shall notify the City in writing of the new mailing address. All billings and notices shall be deemed sent to Owner upon first class mailing by the City.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS MOORAGE AGREEMENT, KNOW THAT I HAVE THE RIGHT AND OPPORTUNITY TO SEEK ADVICE BEFORE AGREEING TO ITS TERMS, AND HEREBY AGREE TO THE TERMS OF MOORAGE STATED IN THIS AGREEMENT. I further agree to advise the City, at the address listed herein, of any changes in address or ownership of the boat.

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Signature of Owner

\_\_\_\_\_  
Date

