6A. COMPLIANCE WITH LAWS AND REGULATIONS. Owner agrees to comply with all applicable Federal, State or Local Laws, Statutes and Ordinances, and any 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 employee 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, seamarkable manner. The City shall have the right, but not the obligation, in its discretion, to properly tie or relie 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 a “For Sale” sign will not convey title to 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 or ownership interest from Owner will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.

8. TERM. This Lease Agreement is only valid between October 1st and April 30th and shall become effective on the date signed, and shall remain in effect until April 30th unless (a) the City gives Owner fifteen (15) days written notice for default of any provision or condition of this Agreement, or (b) by City Council majority vote. Owner agrees to pay the City, in addition to the balance due, a reasonable sum for costs and attorney fees. The City reserves the right, but not the obligation, in its discretion, to properly tie or relie 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 a “For Sale” sign will not convey title to 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).
OAK HARBOR MARINA

WINTER MOORAGE LEASE AGREEMENT (OCTOBER 1 – APRIL 30)

Moorage Contract Data Sheet

OWNER(S)

Legal Owner’s Name (First, Middle Initial, Last) __________________________ (______)_________________

Spouse’s Name (First, Middle Initial, Last) ____________________________________________ (______)_________________

Address ________________________________________________________________ (____)___________________

City __________________________ State __________ Zip Code __________________________

Home Phone __________________________ Business Phone __________________________

Cell Phone __________________________ Fax Number __________________________

Drivers License: State / No. (Required) __________________________ Email __________________________

Local Contact Person (if different than Legal Owner) (Name, address, phone number)

BOAT

Boat Registration (Country/State/No.) __________________________ USCG Documentation No. __________________________

Hull Identification No. __________________________ Home Port __________________________

Boat Name (or No Name) __________________________ Manufacturer / Model __________________________ Year __________________________

Colors/Description __________________________

Power / Sail __________________________ Length Overall __________________________ Beam __________________________

Draft __________________________ Hull Type __________________________ Gas/Diesel __________________________

Motor (Inboard / Outboard / I/O) __________________________

Holding Tank (Y/N) __________________________

NOTE: Copy of registration / documentation certificate in name of legal owner is required as condition of moorage.

INSURANCE

Policy No. __________________________ Company __________________________ Expiration Date __________________________

NOTE: Insurance coverage (minimum $300,000 Protection and Indemnification (P&I) coverage) is mandatory as a condition of moorage. Please provide proof of coverage at time of sign up and each year it renews.

MOORAGE

Moorage Assigned __________________________ Date of Occupancy __________________________ $________________

Current Monthly Rate $________________

Fee Paid - First Month $________________

$ ________________ Deposit __________________________ TOTAL PAID __________________________

$ ________________ Live-Aboard (Y/N) __________________________ Live-Aboard Fee $________________

Electrical Service (Y/N) __________________________ Metered Slip (Y/N) __________________________

Opening Meter Read __________________________ Key / Combo On File __________________________

Signature of Legal Owner __________________________ Date __________________________

CITY OF OAK HARBOR

Moorage Agreement Approved this __________________________ day of __________________________ 20_________.

Marina Staff

ACCOUNT NUMBER ASSIGNED: Rev. 5/12