

# MARINA LANDLORD-TENANT MOORAGE AGREEMENT



This Agreement is made between the Landlord and Tenant under the following terms and conditions:

## 1. Basic Terms: Landlord grants Tenant use of the Slip for moorage of the Vessel.

**Landlord:**  Marsh Andersen, llc  
dba Port Hadlock Marina  
173 Hadlock Bay Road  
Port Hadlock, WA 98339  
360-385-6368

Marsh Brinnon, llc  
dba Home Port Marina  
308717 U.S. Highway 101  
Brinnon, WA 98320  
360-385-6368

**Tenant:**  
Name: \_\_\_\_\_

Spouse/Partner: \_\_\_\_\_

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

Home phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_  
(Statement will be mailed to this address)

**Agreement is contingent upon receipt of proof of insurance, proof of ownership, visual inspection of vessel and verification of overall boat length**

**Vessel:**  
Vessel Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_

Documentation No: \_\_\_\_\_

State Registration No: \_\_\_\_\_

Length Overall: \_\_\_\_\_

**\*MEASUREMENT FROM EXTREME POINT OF THE BOW TO EXTREME POINT OF THE STERN**

Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Vessel Insurance Co: \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Policy no: \_\_\_\_\_  
(Include copy of policy)

Tenant shall provide a current copy of the USCG Documentation, Washington State Vessel Registration, or current state registration as proof of ownership

**Slip Assignment:** Rental Slip No: \_\_\_\_\_ Security Deposit: \_\_\_\_\_

Tenant agrees that the Security Deposit may be applied by Landlord toward payment of any obligations owing under this Agreement.

**2. Term:** The Term of this Agreement shall be for **TWELVE MONTHS AND IS NON-CANCELLABLE** from the following **Commencement Date:** \_\_\_\_\_ After which may be terminated by Landlord or Tenant upon 30 days written notice.

**3. Monthly Fee/Utilities:** Monthly Fee: \_\_\_\_\_ Monthly Rental fee shall be paid on or before the first day of each month. All payments must be made by the marina's auto-pay billing system which accepts VISA, MASTERCARD and Debit cards. Payments will be automatically

posted and submitted on the 1<sup>st</sup> day of each month. Landlord may revise the Monthly Fee effective the first day of any month upon not less than 30 days advance written notice to Tenant. Tenant shall pay Landlord a \$30 Late Fee for any payment received after the fifteenth day of the month and for every check returned from Tenant's bank for insufficient funds or any other reason. Landlord shall make electrical power and water available to Tenant at the Slip. Where metered, Tenant agrees to pay Landlord a meter connection fee of \$8.00 per month which includes 50 Kilowatt hours of power. Where unmetered, a Utility Fee of \$20 per month will be charged. Utility Fees will be included in the monthly invoice and be payable with the Monthly Slip Rental Fee. Tenant agrees that Landlord shall not be responsible for any problems related to the installation and/or phone service at the Marina. Landlord makes no representations or warranties as to the nature of the utilities and services to the Rental Slip or as to the adequacy or compatibility of such services or utilities with Tenant's vessel. Landlord does not warrant the availability of utility services and will not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, Tenant acknowledges that water service may be discontinued during inclement weather.

**4. Use/Occupancy:** Tenant shall comply with all rules and regulations as to Use/Occupancy of the Marina, which may be revised from time to time upon notice to Tenant. Tenant agrees to comply with all present and applicable laws, ordinances, health, safety, environmental and sanitary regulations of all regulatory bodies, including any federal, state or local agency, or Army Corp. of Engineers. Tenant agrees that the Rental Slip is for recreational and/or occasional use only. Tenant shall not allow any other person, friend, or acquaintance to use Tenant's slip at the Marina. This Agreement is not transferrable or assignable and Tenant may not sublet or assign the right to use the Slip. Tenant agrees not to live-aboard its Vessel for more than four (4) days per month without express written permission of Landlord in the form of an executed Authorization to Live Aboard Boat. Tenant shall control any pet on Marina premises, shall clean immediately and properly remove and dispose of all pet wastes, and shall be liable for any damages caused by such pet. Tenant acknowledges that Landlord reserves the right to exclude any pet from the Marina at its sole discretion. The Rental Slip shall be used for the purpose of moorage of Tenant's personal vessel only and for no other purpose. Tenant shall not operate any business from the Marina without express written permission of Landlord in the form of an executed Authorization to Conduct Business. Tenant shall not place or store any personal property or equipment in or about the docks or common area of the Marina. Tenant agrees that Landlord shall not be responsible for any theft or loss of Tenant's personal property or equipment in or about the Marina. Under no circumstances, nor at any time, may Tenant change, modify or alter the Slip or any portion thereof. Tenant shall not install or place any personal property, equipment, boxes, or lockers of any type on the Slip or Marina docks. Items such as water hoses and electrical cords must not be permanently affixed to the Slip or docks. Tenant agrees not to leave any heaters unattended on their Vessel. Tenant agrees not to dump or otherwise dispose of any sewage or other hazardous substances at, on, under or near the Marina and Slip. Tenant acknowledges and agrees that the trash dumpster at the Marina shall be used for Marina use only and shall not be used by Tenant for any home and/or business purposes. Tenant will refrain from smoking on Marina premises including docks, bathrooms, parking lot and any other public spaces. Tenant and guests are prohibited from swimming in the marina area. Tenant acknowledges and agrees that Landlord shall have the right to allow transient vessels to use Tenant's slip if Tenant is absent from the Marina. Furthermore, Tenant agrees to notify Landlord if its absence from the Marina for any overnight periods in excess of two (2) nights so that Landlord may exercise its right to allow transients to use Tenant's slip. Landlord reserves the right to change the Tenant's slip assignment as Landlord deems appropriate or necessary in its sole discretion.

**5. Condition of Vessel:** Tenant represents and warrants to Landlord that Tenant's Vessel is and will be maintained by Tenant in a neat, seaworthy condition and that the engine will be maintained in good running condition at all times. Landlord shall have the right to board the Vessel when moored at the Slip to determine if the Vessel is in compliance with the terms of this Agreement and the rules and regulations of the Marina. Tenant agrees that Landlord may terminate this Agreement and Tenant's privileges at the Marina in the event Tenant's boat/vessel becomes neglected or unsightly. Tenant shall be solely liable for the condition and safety of its boat/vessel. Although Landlord shall at no time have any liability for maintaining or monitoring the condition or safety of Tenant's boat/vessel, if Landlord discovers that Tenant's boat/vessel is in peril, or has placed other boats/vessels or person(s) at the Marina in peril, Landlord may at its option render aid to the boat/vessel without liability for damages or loss of any kind. If Tenant's boat/vessel sinks, Tenant shall within ten (10) days be responsible for removal of its boat/vessel from the Marina and restoration of the Rental Slip at Tenant's sole cost and expense and in compliance with all applicable laws and ordinances.

**6. Insurance; Loss; Indemnity:** It is mutually agreed that Landlord is not the bailee and shall not be responsible or liable in any manner for Tenant's boat/vessel or for the safekeeping or condition of its tackle, apparel, fixtures, equipment or furnishings. It is further agreed that Landlord and/or the Marina shall not be responsible or liable for any personal injuries or damages suffered by Tenant, Tenant's agents, contractors, employees, guests, invitees, or licensees arising from any cause whatsoever, upon Tenant's boat/vessel, or at the Marina. Tenant agrees to keep the premises surrounding the Rental Slip neat, clean, orderly, and free from flammable substances. Tenant agrees to maintain in force during the term of this Agreement a "watercraft liability" insurance policy of protection and indemnity that provides comprehensive public liability insurance coverage against any property damage or personal injury liability arising out of ownership, use, occupancy or maintenance of Tenant's boat/vessel, the Rental Slip and the Marina. The insurance policy shall be in the minimum amount of \$300,000 and shall name Landlord as an additional insured under the policy. Tenant shall supply a certificate of insurance to Landlord within thirty (30) days of execution of this Agreement evidencing Tenant's compliance with the requirements of this provision. Tenant agrees to indemnify, defend and hold harmless Landlord and/or the Marina, their agents, contractors, directors, employees, and officers, from any claims, loss, damage, liability or injury (including attorneys fees and costs) arising from or in any way related to Tenant's use of the Rental Slip, the acts or omissions of Tenant, Tenant's agent's contractors, employees, guests, invitees or licensees, including without limitation, personal injury and/or property damage to Landlord or any third parties.

**7. Parking:** Licensee shall have the right to park in the areas of the Marina designated as "Permit Only" parking in common with other Tenants. Parking Passes must be conspicuously displayed at all times while a vehicle is parking in the "Permit Only" parking area. Vehicles parked in violation of the parking regulations will be towed at the risk and expense of Licensee. Landlord does not warrant the availability of parking within the "Permit Only" parking areas.

**8. Access:** Landlord shall issue to Tenant two Key Fobs to provide access to the portion of the Marina in which the Slip is located. The Key Fobs shall be surrendered to Landlord upon termination of this license. Access Cards shall remain the property of Landlord at all times, and Landlord may revoke the right of Tenant to use the Key Fobs if Tenant is in default under this Agreement. Tenant agrees to notify Landlord immediately if any Key Fob is lost or stolen. A non-refundable replacement fee of \$20 shall be charged for any lost or stolen Key Fob.

**9. Warranties:** Landlord makes no warranties, express or implied, as to the condition of the Slip or Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip and Marina for its intended purposes. Tenant acknowledges that he/she has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and accepts the Marina and Slip in its current condition.

**10. Notices:** Any notice by Landlord to Tenant shall be deemed to be given if and when it is personally delivered to Tenant, e-mailed or deposited in the mail addressed to Tenant at the address set forth in Section 1. Tenant is responsible for informing Landlord of their most current mailing address, e-mail and phone numbers. Any notice by Tenant to Landlord shall be deemed to be given if it is signed by Tenant and deposited in the mail and addressed to Landlord at the address where Monthly License Fees are paid.

**11. Release and Hold Harmless:** The Tenant, in consideration of being permitted to moor the Vessel at the Marina, releases and waives any and all claims, demands, causes of action, suits, judgments against Landlord for any loss, injury, death or damage to persons or property (including the Vessel) that may arise in any way from the moorage of the Tenant's Vessel at the Marina, including the negligence of Landlord. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all claims, demands, causes of action, suits, judgments loss, costs, liability, damages and expenses, including Landlord's attorney fees and costs, for any loss, injury, death or damage to persons or property (including the Vessel) arising out of or in any way related to the moorage of Tenant's Vessel at the Marina, including the negligence of Landlord, and including, but not limited to (i) any default by Tenant of the terms and conditions of this license, (ii) the use of the Slip and Marina by Tenant and its guests, invitees, vendors, visitors and agents, (iii) acts, omissions or negligence of Tenant or its guests, invitees, visitors, agents, and vendors whether individuals or businesses, in or around the Slip or the Marina, or (iv) any claims by any other person by reason of loss, injury, death or damage to persons or property due to an act, occurrence or omission set forth in (i), (ii) or (iii) above. Tenant acknowledges that the Vessel and all personal property of Tenant is moored at Tenant's sole risk, and Landlord shall not be liable for any loss or damage.

**12. Legal Compliance:** Tenant shall be responsible for and shall promptly, upon demand, pay Landlord for any damage caused to Marina, or governmental property by Tenant, his boat, his crew, guests, invitees, employees or agents. Tenant shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the Marina: pay Marina for any damage, expense or liability incurred by Marina due to Tenant's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Tenant. If more than one person executes this Agreement as Tenant, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this agreement shall be fully binding upon each of them. In the event that any action or other legal proceeding is brought to enforce any provision of this Agreement the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration.) This Agreement shall be governed by the laws of the State of Washington and the United States. The venue of any suit ensuing out of or related to this Agreement may, at the option of either party, be laid in or transferred to Jefferson County, Washington. If any provision of this license shall be found to be void, such determination shall not affect any other provision of this license.

**13. Default, Remedies** In the event Tenant fails to comply with any terms or conditions of this Agreement, including the failure to pay the monthly rental or other charges due hereunder, Tenant shall be held to be in default of the Agreement and Landlord shall have the right to, at its option: (a) employ a salvage company and/or take possession of Tenant's boat/vessel, its tackle, apparel, fixtures, equipment and furnishings, by securing the boat/vessel to the Marina with chains, ropes, and locks, or by removing the boat/vessel and other property from the Marina, without advance notice; (b) terminate Tenant's rights under this Agreement upon five (5) days prior written notice; (c) foreclose the lien against Tenant's boat/vessel, its appurtenances and contents, arising under this Agreement, under any applicable Law or statute, or otherwise, including without limitation a federal maritime lien against the boat/vessel as described under the Federal Maritime Lien Act, 46 U.S. C. 31342 and Rule 9(H) of the Federal Rules of Civil Procedure; (d) deem the boat/vessel abandoned by Tenant after it has been secured for thirty (30) days and then to sell the boat/vessel at auction; (e) commence a lawsuit against Tenant and therein seek all available equitable and legal remedies; (f) exercise all other rights and remedies available to Landlord, both in rem and personal, under both federal and state Law (including without limitation RCW 53.08.320 & 88.26.020 as amended); and/or (g) exercise all or any combination of the foregoing rights and remedies. Notwithstanding Landlord 's exercise of its rights under this provision, Landlord is not a bailee or warehouseman and shall not be liable to Tenant for the condition or safekeeping of Tenant's boat/vessel. Landlord may bid all or part of the charges then owing at the sale and become a purchaser at the sale. If no one purchases Tenant's boat/vessel, at auction, or if the boat/vessel is not removed from the Marina within ten (10) days after auction, then title to the boat/vessel shall transfer automatically to Landlord. The remedies provided in this provision are cumulative and are in addition to and not in lieu of any other remedies that Landlord may have by virtue or any ordinance, regulation, statute, or other law. In the event of a breach by Tenant of any of Tenant's obligations under this Agreement, Tenant shall pay Landlord, in addition to any other amounts due hereunder, all auction, collection, removal, salvage, securement, storage, transport and other costs, charges, fees and expenses incurred by Landlord in connection therewith, including attorneys fees and costs, whether or not suit is instituted against Tenant.

**14. Force Majeure.** Landlord shall be relieved of its obligations under this Agreement if it is unable to perform such obligations because of any casualty to the Marina, strike, work stoppage, extreme weather conditions, utility service interruption, or other act of man or nature beyond the reasonable control of Landlord.

This Agreement constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid or unenforceable unless in writing and signed by both parties.

We, the undersigned, understand each and every term and condition set forth above, and agree to comply with such terms and conditions as evidenced by our execution of this Agreement.  
Updated September 16, 2015.

Dated: \_\_\_\_\_

Tenant: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Landlord: \_\_\_\_\_