

**LIBERTY BAY MARINA LLC
MOORAGE RENTAL AGREEMENT**

This agreement is made between *Liberty Bay Marina LLC* ("LBM") and the undersigned Tenant under the following terms and conditions:

1. TENANT IDENTIFICATION: (Please Print)

- a. Tenant (Legal Owner) Name : _____
Last, First, MI
- b. Tenant Home Address : _____
: _____
: _____
: _____
- c. Spouse/Partner Name : _____
Last, First, MI
- d. Spouse/Partner Address : _____
: _____
: _____
: _____
- e. Tenant Tele. No. – Home : () _____
Tenant Tele. No. – Work : () _____
Tenant Cellular No. : () _____
Tenant Fax No. : () _____
Tenant E-Mail Address : _____
Spouse/Partner Tele. No. – Home : () _____
Spouse/Partner Tele. No. – Work : () _____
Spouse/Partner Cellular No. : () _____
- f. Emergency Contact : _____
other than Spouse/Partner : Last, First, MI
- g. Emergency Contact Tele. No. – Home : () _____
Emergency Contact Tele. No. – Work : () _____
Emergency Contact Cellular No. : () _____

2. VESSEL IDENTIFICATION AND INFORMATION:

- HOME PORT:** : _____
- a. Vessel Name: : _____
- b. Vessel Manufacturer : _____
- c. Vessel Model Name & Number : _____
- d. Vessel Year of Manufacture : _____
- e. **Vessel Hull I.D. Number** : _____
- f. **Vessel Document / St. Reg. #** : _____
- g. **Country & State Registered in** : _____
- h. **Proof of vessel registration, a written statement of Tenant's intent to register vessel, or the exemption affidavit certifying that the vessel is exempt from state registration requirement (attach to office lease copy).**
- i. Vessel Color : _____
- j. Vessel Type & Fuel : Dinghy/Shore Boat
: Sail Boat
: Motor Sailer
: Power Boat
: Gas Diesel Total Gallons _____
- j. Vessel Construction : Fiberglass
: Wood
: Steel
: Aluminum
- k. Vessel Overall Length : _____
(pulpit/sprit to stern of swim platform)
- l. Vessel Beam : _____
(at widest point)
- m. Vessel Draft : _____
(at deepest point)
- n. Vessel Waste System : Holding Tank YES NO Total Gallons _____
: Port-a-potty YES NO
: No waste holding capacity
- o. Vessel Water Storage : Water Tank YES NO Total Gallons _____
- p. Vessel Heat System : None
: Electric – Built-in
: Electric – Portable
: Diesel Furnace
: Propane Furnace

3. TENANT INSURANCE INFORMATION:

a. **NOTE:** This moorage agreement is contingent upon Marina manager's receipt of current certificate of insurance , or actual copy of policy , or other acceptable proof of insurance Describe: _____

b. **INSURANCE REQUIREMENT:** As required by our permit, prior to the commencement of the effective date of this agreement (but no later than seven (7) days thereafter and before the vessel is admitted into the slip) and during all times during the terms of this agreement, tenant shall pay for, maintain and carry in full force and effect, protection and indemnity liability and property damage insurance. The policy to be placed with insurance companies authorized to do business in the State of Washington. The policy is to be applicable to watercraft.

c. The policy shall insure the tenant and vessel against loss, damage or liability for personal injury or death or loss or damage to property with a limit of not less than \$300,000 per occurrence.

d. **Liberty Bay Marina LLC must be named as additional insured** when the vessel is in LBM's waterways or moorage slip and the insurance will be non-contributory with any liability insurance carried by LBM. The insurance policy shall cover damage done to the slip, the Marina, and any other boats or equipment including fishing boats and equipment in the vicinity of the Marina.

e. Does your policy pay for the raising of your vessel should it sink at it's moorage slip or within LBM's waterways?

YES NO

NOTE: Fire, explosion and non-operating bilge pumps can be a real threat to your vessel and others. Please assure that your policy adequately insures you, your vessel and damages to your moorage neighbors.

f. **Waiver of Subrogation:** Tenant and LBM hereby release each other and any other tenant, their agents or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by each of them. Each party shall cause its respective insurance carriers to waive all rights of subrogation against the other. This waiver shall not apply to the extent of the deductible amounts to any such policies or to the extent of liabilities exceeding the limits of such policies.

4. LIBERTY BAY MARINA LLC RULES & POLICIES, LAWS & REGULATIONS, CARE OF SLIP/BERTH, AND USE.

a. **Rules & Policies; Laws & Regulations:** Tenant shall comply in all respects with the rules and regulations adopted by LBM, which rules and regulations may be revised by LBM from time to time upon notice to Tenant utilizing the slip/space, agrees to and shall comply with all present and future applicable ordinances, resolutions, rules and regulations, health, safety, environmental, and sanitary regulations of all applicable regulatory bodies, those established by any federal, state or local government agency, by the Marina, or by the U.S. Army Corp of Engineers, Wash. Dept. of Natural Resources, and U.S. Coast Guard.

Tenant has received and read LBM's Handbook of Marina Rules and Policies: Initial: _____

b. **Care of Slip/Berth:** Tenant shall keep and maintain the Slip, in a clean and sanitary condition at all times, and in accordance with the rules and policies. Upon termination of this Agreement, Tenant shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. 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.

c. **Recreational Use; Authority:** Tenant covenants that the Vessel is for recreational and pleasure purposes only and shall not be used for commercial purposes. Tenant further covenants that Tenant has an ownership interest in the Vessel and Tenant is fully authorized to bind all other owners of the Vessel to the terms and conditions of this Agreement.

d. **Limitations on Use:** Tenant may use the slip only for purposes of moorage of the Vessel, and for no other purposes whatsoever. In the event Tenant sells or transfers the Vessel and desires to use the Slip for another vessel, Tenant shall first register the new vessel with LBM.

e. **Moorage Changes:** LBM reserves the right to change moorage assignments as necessary for the safety and efficient operation of the Marina. In the event of such changes, Tenant shall receive new moorage as nearly comparable in location to the former moorage as possible. This can occur if your vessel is much smaller than your present moorage slip and a larger vessel needs a slip.

5. SECURITY AND SAFETY ITEMS

a. **Access Keys:** LBM shall issue to Tenant two Access Keys to provide access to the portion of the Marina in which the Slip is located. The Access Keys shall be surrendered to LBM upon termination of this Agreement. Access Keys shall remain the property of LBM at all times, and LBM may revoke the right of Tenant to use the Access Keys if Tenant is in default under this Agreement. Tenant agrees to notify LBM immediately if any Access Key is lost or stolen. A non-refundable replacement fee of \$10 shall be charged for any lost or stolen Access Key.

b. **LBM Access to Vessel:** Tenant agrees to allow LBM or its agent access at all times to his Vessel or tackle for the purpose of safety problem inspection, fighting fire, remedying or preventing any casualty or potential hazard, mooring or moving of Vessel in emergency or for routine dock maintenance or construction. LBM will contact Tenant or Designee prior to moving Vessel. In an emergency, the Tenant will be pre-notified if time permits. LBM shall have the right from time to time 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 policies of the Marina.

c. **Transient Moorage Pool:** Tenant may, at Tenant's option, make the Slip available for transient moorage if the Tenant's Vessel is expected to be away from the Slip for a period of at least 3 consecutive days. Transient moorage shall be operated by LBM pursuant to a separate Transient Moorage Agreement. In no event may Tenant make the Slip available for transient moorage except in connection with the transient moorage program operated by LBM.

d. **No Living Aboard:** No person may live-aboard the Vessel when moored at the Slip without the prior written consent of LBM, which LBM may withhold at its sole discretion. Persons authorized to live-aboard a vessel must execute a separate Live-Aboard Agreement with LBM. A person shall be deemed living aboard the vessel if such person occupies the vessel in excess of 10 nights per month.

e. **Removal of Vessel in Emergency:** In case of emergency, LBM is authorized to move the Vessel without liability for damages or loss of any kind. Tenant agrees to pay LBM reasonable compensation for moving the Vessel under such circumstances.

f. **Unable to Contact Tenant:** In the event of an emergency whereby LBM is unable to reach Tenant or Tenant's Emergency Designee, the Tenant authorizes LBM to take the action necessary (if LBM is able) to correct the emergency or save the Vessel if necessary. Tenant agrees to reimburse LBM for all expenses incurred if such action becomes necessary.

6. GENERAL CONDITIONS

a. **Transfers and Assignments:** This Agreement and Tenant's rights hereunder are not transferable or assignable. LBM may at its sole discretion allow Agreements to be transferred when boats are sold through Brokers in the Marina. In addition, Tenant may not sublet or assign the right to use the Slip.

b. **No Warranties:** LBM 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 Tenant has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and Slip in its current condition.

- c. Holding Over:** If the Vessel remains at the Slip following termination of this Agreement, and without otherwise limiting the rights of LBM hereunder, Tenant shall be deemed to be occupying the Slip for purposes of transient moorage and shall pay LBM the then applicable daily rate of transient moorage for each day the Vessel continues to be moored at the Slip. LBM may, at its sole discretion, chain the boat or slip and/or exclude owner from access to the Marina, or have Vessel removed for trespassing.
- d. Waiver of Responsibility:** LBM will not be liable or responsible for any personal injuries suffered by Tenant or his agent or invitees arising from any cause upon the Vessel in the water, or premises adjacent thereto unless due to the negligence of LBM. Marina premises adjacent to the moorage have been inspected by Tenant and are accepted by him in its present condition. Tenant agrees to keep his moorage neat, clean, orderly and as free as possible from all flammable substances.
- e. Default, Remedies:** If Tenant violates the rules and regulations of the Marina following written notice from LBM to cease and desist such violation, or if Tenant fails to pay Monthly Agreement Fees, service charges, interest, Utility Fees or any other amount hereunder and such failure continues for a period of 3 days after LBM has given Tenant written notice thereof, or if Tenant fails to perform any other term, covenant or condition of this Agreement and such failure continues for a period of 7 days after LBM has given Tenant written notice thereof, Tenant shall be in default hereunder. Under default, LBM may exercise any and all remedies available to LBM hereunder or otherwise provided by law. Without limiting the foregoing, LBM may immediately terminate this Agreement without limiting the liability of Tenant for all amounts due hereunder. Upon termination of this Agreement, and if Tenant has not already done so, LBM shall be authorized to remove the Vessel and all property of Tenant from the Slip and the Marina, all at the cost, expense and risk of Tenant. If the Vessel remains at the Slip or in the Marina following termination of this Agreement, and without limiting the other remedies of LBM hereunder, Tenant shall be deemed to be holding over pursuant to Section C hereof.
- f. Cumulative Remedies, No Waiver:** LBM's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a default of this Agreement shall be construed as a waiver or forbearance of any other or subsequent breach, and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.
- g. Termination:** Either party may terminate this Agreement without cause as of the end of any month by providing the other party with written notice thereof at least 30 days prior to the end of the month. If marina's Lease with the DNR (Department of Natural Resources) terminates for any reason, so shall this lease terminate between Tenant and the Marina
- h. Lien for Fees and Services:** LBM shall have and Tenant hereby grants and conveys to LBM a lien and security interest in the Vessel and in all property of Tenant on or at the Vessel to secure the performance by Tenant of the terms and conditions of this Agreement and to secure the payment by Tenant of all services and supplies provided by LBM to Tenant or on behalf of the Vessel. Notwithstanding termination of this Agreement, LBM shall be fully authorized to hold the Vessel and her tackle, apparel and appurtenances and sell the same in accordance with applicable law in the event Tenant fails to perform the terms and conditions of this Agreement or fails to pay for services and supplies. So long as LBM continues to hold the Vessel and her tackle, apparel and appurtenances, Tenant shall be deemed to be holding over pursuant to Section C hereof.
- i. Indemnity:** LBM shall not be liable to Tenant or any other person for any loss, injury, death or damage to persons or property (including the Vessel) that may arise at the Slip or in the Marina. Tenant agrees to indemnify, defend and hold LBM harmless from and against all loss, cost, liability, damage and expense, including but not limited to reasonable attorneys' fees, penalties and fees, incurred in connection with or arising from (i) any default by Tenant of the terms and conditions of this Agreement, (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 the Slip at Tenant's sole risk, and LBM shall not be liable for any loss or damage thereto.
- j. Tenant's Responsibility For Damage and the Environment:** Tenant shall be responsible for and shall promptly, upon demand, pay LBM for any damage caused to marina, or governmental property by Tenant, his Vessel, 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; Tenant shall 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.
- k. Joint and Several Liability:** If more than one person executes this Agreement and 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.
- l. Attorneys Fees:** 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).
- m. Venue:** 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 King County, Washington. If any terms of this Agreement conflict with the terms of the DNR Lease, the DNR Lease shall control.
- n. Severability:** If any provision of this Agreement shall be found to be void, such determination shall not affect any other provision of this Agreement.
- o. Notices:** Any notice by LBM to Tenant hereunder shall be deemed to be given if and when it is personally delivered to Tenant or deposited in the mail and addressed to Tenant at the address set forth in Section 1. Tenant is responsible for informing LBM of their most current address and phone numbers. Any notice by Tenant to LBM shall be deemed to be given if it is signed by Tenant and deposited in the mail and addressed to LBM at the address where Monthly Agreement fees are paid.
- p. Fee Adjustment:** LBM reserves the right to increase or decrease any or all fees after a thirty (30) day notice has been sent to the tenant. In the event of an emergency increase in cost of services passed onto LBM by a government entity or public utility that exceeds 10%, LBM reserves the right to assess the Tenant for an increase given a fifteen (15) day notice.
- q. Visitors:** Tenant will provide LBM with a list of authorized names allowed access to Tenant's Vessel when Tenant is not present on the Vessel.
- r. Utilities or Service:** LBM does not guarantee continuity of utility service to a vessel, and specifically, with regard to electric service, does not guarantee the continuity of characteristics of such service nor its compatibility with the vessel's electric circuit protector, if any, Slips having non-metered electrical service may use thermostatically controlled heaters only with permission of LBM.
- s. Assignment of Agreement and/or Moorage:** Tenant may not assign or transfer this Rental Agreement or any interest therein, or any interest in the slip designated by this Rental Agreement.
- t. No-Privity of Contract:** There shall be no privity of contract between the moorage Tenant & the State of Washington.

7. SLIP/BERTH IDENTIFICATION & SIZE:

- a. LBM Dock No : A B C D Breakwater
- b. LBM Slip No : _____ Length _____
- Side Tie : _____ Length _____
- End Tie : _____ Length _____

8. MOORAGE FEES, RENT CHARGES & DEPOSITS:

a. Monthly Rent Fee: Tenant shall pay LBM in advance, on or before the first day of each month, the Monthly Rent Fee set forth below. All payments shall be made at Liberty Bay Marina LLC, 17791 Fjord Drive NE, Suite 'A', Poulsbo, WA 98370, or at such other address as LBM may designate. If the Commencement Date is other than the first day of the month, the Monthly Rent Fee shall be prorated for the initial month. LBM may revise the Monthly Rent Fee effective on the first day of any month upon not less than 30 days' advance written notice to Tenant. The monthly rent fee is based on the greater of the Vessel's overall length or the overall length of the moorage slip.

b. Utilities: Fees: LBM shall make available to Tenant at the Slip electrical power, water, telephone and cable TV and such other utility services then available to Tenant at the Marina generally. LBM does not warrant the availability of utility services, and shall 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. In addition, LBM does not warrant that the utility services will be compatible with the utility service requirements of the Vessel (including electrical, interconnection requirements or the effect of electrolytic action.)

c. State of WA. costs including D.N.R.): Each month the Tenant's moorage bill will contain a charge to help offset a portion of state mandated costs including but not limited to D.N.R. Lease requirements.

d. Security Deposit: Simultaneously herewith, Tenant has paid to LBM the Security Deposit to secure the performance of all of Tenant's obligations hereunder. The Security Deposit (without interest) shall be refundable to Tenant within thirty (30) days of termination of this Agreement, provided all the covenants and conditions of Tenant under this Agreement are satisfied.

e. Service Charges & Interest: Tenant shall pay LBM a service charge of \$25.00 for every Monthly Moorage payment received after the fifth day of the month and for every check returned by Tenant's bank for insufficient funds or for any other reason. LBM shall also be entitled to interest at the maximum rate provided by law on any payment more than five (5) days past due.

f. Initial Billing & thereafter unless changed:

1) Dock # _____ Tenant Name: _____
 Slip # _____ Slip Length: _____ **Check Greater**
 Vessel Overall Length: _____ **of Two**

2) First Month's Rent (Length x \$/ft) \$ _____
 Pro-rated beginning rent – partial month \$ _____
 Utilities Fee \$ _____
 State Requirements including D.N.R. \$ _____
 Initial Security Deposit \$ _____
 Key Deposit \$ _____
 Other _____ \$ _____

INITIAL TOTAL DUE \$ _____ **Tenant initial:** _____

Please write check payable to:

Liberty Bay Marina, LLC
 17791 Fjord Drive, NE, Suite 'A' Monthly = \$ _____
 Poulsbo, WA 98370
 (360) 779-7762
 (360) 779-8947 FAX

9. ADDITIONAL AGREED ADDITIONS OR DELETIONS TO THIS AGREEMENT:

1) _____

 2) _____

_____	_____	_____	_____
Tenant Signature	Date	Marina Manager Signature	Date
_____	_____	_____	_____
Spouse/Partner	Date	Corporate Approval	Date

10. TERM:

a. This Monthly Moorage Agreement shall become effective ____ / ____ / ____ and remain in force unless terminated by written notice by either party to the other thirty (30) days or more, preceding the end of any rental month. Owner may give written notice by mailing to Tenant's billing address stated in Section 1. **Initial term is not less than 3 months.**

11. ENTIRE AGREEMENT:

a. This constitutes the entire agreement between the parties. No modifications or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties. IN WITNESS WHEREOF, the parties hereto have executed this _____ day of _____. **DATE MOORAGE BEGAN: ____ / ____ / ____**

12. SIGNATURES:

_____	_____	LIBERTY BAY MARINA, LLC
Tenant (Please Print: Last, First MI)	Date	
_____	_____	By _____
Tenant	Date	Date
_____	_____	Its MANAGER
Tenant	Date	