

PORT OF POULSBO
P.O. BOX 732, POULSBO, WASHINGTON 98370
Permanent Moorage Agreement

This is a rental agreement between the Port of Poulsbo, hereinafter called "Port", and _____, the undersigned boat owner, hereafter called "Lessee."

In consideration of the mutual terms and conditions set forth herein, along with the rules and regulations of the Port as attached herewith, Port and Lessee agree as follows:

1. BERTHAGE SPACE: Port leases to Lessee berthage space identified as: Berth # _____ Boathouse # _____. The Port reserves the right to change Berthage assignments.

2. RENT: For such berthage space Lessee agrees to pay rental as follows:

2.1 MONTHLY RENT: The monthly rent shall be \$ _____, payable in advance on the before the first (1st) day of the month.

Moorage payments which are not paid by the 10th day of the month are considered delinquent and subject to delinquent charges in Section 4; provided, However, that said monthly rent may be changed by the Port Commission at a regularly scheduled Commission meeting. Lessee shall pay 1st and last month's rent in advance and make up any shortfall in the last month's rent upon termination. **The lessee shall provide a 10 days notice in writing to the Port prior to termination.**

Initial _____
2.2 YEARLY PAYMENTS IN ADVANCE: Lessee may pay rent on a yearly basis in advance. All yearly leases commence January 1 and end December 31 of that same year. If the Port Commission changes the monthly rate, Port shall notify Lessee and Lessee will have (10) days to update the advance rental payment for the balance of the lease year.

2.3 FIRST MONTH PRORATED: The first month's rent will be prorated. All subsequent months will be charged on a calendar month basis with no proration for the last month of occupancy. **Initial** _____

2.4 RENT BASED ON BOAT OR SLIP LENGTH: Monthly or yearly rent shall be calculated on the greater; boat length or berthage slip length.

3. UTILITIES: Lessee agrees to pay for utilities according to the rates established by the Port. The Port is not in the business of providing electricity and does not warrant or guarantee the continuity or characteristics of electric service or its compatibility with boats electric current protector, if any, or any effects of electrolytic action.

4. DELINQUENT ACCOUNTS AND TERMINATION: A service charge of 10% of the balance owing on the account or \$20.00 per month, whichever is greater will be charged on all accounts not paid by the 10th day of the month. Any account which is overdue by 30 days shall be assessed a processing fee in addition to the monthly service charge. The processing fee will be \$50.00 per occurrence and \$100.00 for the second occurrence and termination of berthage agreement. In the event lessee is in default in payment of his account in excess of thirty (30) days, it is subject to impoundment of the vessel, termination of moorage and the sale of vessel per RCW 53.08.320. Berthage Agreements will be terminated in the event of a second impounding of the vessel. Boat owners with liveaboard privileges who become 60 days in arrears in payment of moorage fees shall cause immediate termination of liveaboard privileges. The foregoing shall be in addition to other remedies Available to the Port. Any material breach of this agreement or of Port's Rules and Regulations, receipt of a copy of which is hereby acknowledged, shall result in termination of this Lease. Port shall provide written notice of termination, giving fifteen (15) days to remove his vessel and personal property, or Port may remove it for storage at lessee's expense Lessees shall be liable for all attorneys' fees incurred by Port as a result of delinquency, default or termination of this lease, whether or not suit is actually commenced. **Initial** _____

4. RELATIONSHIP OF PARTIES: It is mutually agreed that Port does not accept boat for storage and shall not be liable in any manner for its safekeeping or condition or for its tackle, gear, equipment or property either upon the boat or upon the Port premises. Port shall not be held liable and lessee waives all claims and recourse against Port, including right to contribution, for any loss, injury or damage to any person or property on or about leased premises from any cause whatever, including latent defects, and lessee shall indemnify, hold harmless and defend Port and its officers, agents and employees against any and all claims arising in any way from lessee's use of Port premises.

6. CONDITION OF BERTHAGE SPACE: Lessee has inspected the berth and is satisfied that it is adequate for the safe mooring of his boat. Lessee will keep the rented space neat, clean, orderly and free from all flammable substances, and will at all times preserve the space in as good condition and repair as it is, reasonable wear and tear or damage by fire or the elements excepted. Lessee shall comply with all applicable laws and with the Rules and Regulations of the Port as they may be from time to time amended. Lessee will insure that his boat is safely moored with adequate equipment for weather conditions.

7. EMERGENCY SERVICES/ACCESS: Lessee will fully compensate Port for reasonable costs of any emergency or other service rendered which Port, in its sole discretion, deems necessary for safekeeping or safety of lessee's boat or other boats in the marina, including, but not limited to, fire fighting, securing lines, and pumping out vessel. Lessee grants Port free access to boat/boathouse for the purpose of compliance with this agreement, reassignment of berth or emergency services; however, Port does not assume any responsibility for boat on the basis of the foregoing rights.

8. TAXES, LICENSES AND DOCUMENTATION: lessee shall timely pay any leasehold, excise or other taxes and keep the vessel documented or registered as required by applicable law.

9. NONWAIVER: Nothing contained in this agreement or any act or failure to act by Port shall be construed as a waiver by Port of any rights or privileges created by this agreement, nor of any right which Port may have against lessee or lessee's boat, nor of Port's right to arrest any vessel to enforce a maritime lien, nor a waiver of any other right or remedy under the laws of the State of Washington.

10. ASSIGNMENT, SUBLEASE AND USE OF BERTH: Lessee may not assign or transfer any interest in this lease or sublet the Boathouse or berth. Use of the berth is personal to the lessee for the berthing of the specified boat only. No purchaser of the boat shall acquire any rights hereunder. Lessee shall not use the boat for commercial purpose or as a residence without prior written permission from Port. **Initial** _____

11. NOTICE TO LESSEE AND PAYMENTS: Billing and notices to lessee will be mailed to the address set forth below. If lessee moves or desires to have billing and notices sent to another address, lessee shall notify Port in writing. All billings and notices shall be deemed sent upon first class mailing by Port. Payments by lessee shall be made to P.O. Box 732, Poulsbo, WA 98370.

12. BOAT LIVEABOARD: Lessee may not use berthage area for liveaboard purposes without permission of the Port Manager.

13. ENTIRE AGREEMENT/AMENDMENTS: Time shall be of the essence hereof. This agreement constitutes the entire agreement between the Parties. Port reserves the right to alter or amend the terms and conditions hereof or its Rules and Regulations from time to time by written notice to Lessee.

LESSEE'S BOAT IDENTIFICATION

LESSEE

I.D. _____

Agreement Accepted: _____

Boat Name _____

Address: _____

Length _____ Beam _____ Draft _____ Slip Length _____

Boathouse: Sq. Ft. _____ Parking Permit # _____

Phone 1 _____ Phone 2 _____

Date of Occupancy _____

Fee Paid - 1st month \$ _____

PORT OF POULSBO

Deposit - last month \$ _____

Agreement received by: _____

E-mail Address _____

I have received, read and understand the rules, regulations and charges _____

Date _____