

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

This moorage license agreement (“Agreement”) is entered into by and between the Port of Poulsbo (“Port”), and _____, the undersigned vessel owner (“Licensee”). In consideration of the mutual terms and conditions set forth herein, Port and Licensee agree as follows:

1. BERTHAGE SPACE/TERM: Port grants a revocable license to Licensee for the use of certain berthage space in the Poulsbo Marina on a month-to-month basis, identified as: Berth # _____ Boathouse # _____. The Port reserves the right to change berthage space assignments.

2. LICENSE FEE AND DEPOSIT: Licensee agrees to pay the Port a license fee for such berthage space as follows:

2.1 MONTHLY LICENSE FEE: The monthly license fee shall be \$ _____, payable in advance on or before the first (1st) day of the month, and delivered to the Port by mail or personal delivery at the Port office. Moorage payments which are not paid by the tenth (10th) day of the month are considered delinquent and subject to delinquent charges described in Section 5; provided, however, that said monthly license fees may be changed by the Port at a regularly scheduled Port Commission meeting. INITIAL

2.2 YEARLY PAYMENTS IN ADVANCE: Licensee may pay license fees on a yearly basis in advance. All yearly licenses commence January 1 and end December 31 of that same year. If the Port Commission changes the monthly rate, the Port shall notify Licensee and Licensee will have ten (10) days to update the advance license fee payment for the balance of that license year.

2.3 FIRST MONTH PRORATED: The first month’s license fee 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 LICENSE FEE BASED ON VESSEL OR BERTHAGE SLIP LENGTH: Monthly or yearly license fees shall be calculated on the greater of the vessel length or berthage slip length.

2.5 SECURITY DEPOSIT: Licensee agrees that a security deposit in the amount of _____ shall be payable upon the execution of this Agreement. This security deposit is not to be used by Licensee as an offset to last month’s license fee payment unless Port consents in writing. This security deposit will be deposited by the Port with the Kitsap County Treasurer, and any interest paid on this security deposit shall accrue to the benefit of the Port. This security deposit may be used by Port at any time to ensure that Licensee complies with all terms and conditions of this Agreement and performs all obligations herein. In the event it becomes necessary for Port to utilize this security deposit to cure any default or breach by Licensee, Licensee shall be required to provide additional funds to Port upon ten (10) days written notice from Port to Licensee to replenish this security deposit. Within ten (10) days after the termination of this license and/or vacation of the berthage space, Port shall provide Licensee with an itemized statement of the basis for retaining any of this security deposit together with the payment of any refund of the security deposit due to Licensee.

3. USE OF BERTHAGE SPACE: Licensee acknowledges receipt of, and agrees to abide by, that certain Port of Poulsbo Handbook of Poulsbo Marina Regulations (“Handbook”), which is incorporated herein by this reference. Licensee agrees to use the berthage slip for recreational purposes, for the purpose of moorage of Licensee’s vessel only. Licensee agrees to keep the berthage space and the area surrounding the berthage slip neat, clean, and orderly. Licensee agrees not to reside on his or her vessel on more than a total of thirty (30) days in any forty (40) day period, or on more than a total of ninety (90) days in any three hundred sixty-five (365) day period, while the vessel is moored at the marina, without express written permission of the Port. Licensee agrees not to operate any business, as defined in Section 9.2 of the Handbook, from the Poulsbo Marina without express written permission of the Port in the form of a fully executed Authorization to Operate Business.

3.1. TEMPORARY RELOCATION: The Port may reasonably relocate Licensee on a temporary basis to another berthage space to accommodate the needs of the Port, including but not limited to the repair, maintenance or replacement of the Port’s floats.

4. UTILITIES: Licensee agrees to pay the Port additional fees for utilities, including but not limited to electricity, water, garbage, and all other utilities furnished to Licensee, according to the rates established by the Port. The Port does not warrant or guarantee the continuity or characteristics of any utilities, including but not limited to, water service, electric service or its compatibility with Licensee’s vessel and/or the vessel’s electric current protector, if any, and the Port shall not be liable to Licensee for any interruptions in utilities services.

5. LATE FEES, DELINQUENT ACCOUNTS AND TERMINATION:

5.1. LATE FEES: A service charge of ten percent (10%) of the balance owing on Licensee's account or \$20.00 per month, whichever is greater, will be charged as additional fees on all accounts not paid by the tenth (10th) day of each month. **INITIAL**

5.2. DELINQUENT ACCOUNTS: Any account which is thirty (30) days past due shall be considered delinquent, and assessed a processing fee as an additional fee in addition to the monthly service charge. The processing fee shall be \$100.00 for the first (1st) occurrence, and \$200.00 for the second (2nd) occurrence. **INITIAL**

5.3. TERMINATION: In the event Licensees become delinquent two (2) times within three (3) years, the Port may immediately terminate this Agreement in its sole and absolute discretion. In the event Licensees that have been granted live-aboard privileges become sixty (60) days delinquent on their account, the Port may terminate this *Moorage License Agreement* in its sole and absolute discretion. Any material breach of this Agreement or the Rules and Regulations in the Handbook, shall result in immediate termination of this Agreement. **INITIAL**

5.4. RCW 53.08.320: Without limiting the rights of the Port set forth above, the Port may avail itself of the rights and remedies set forth in RCW 53.08.320 as set forth in paragraph 12 below.

6. RISK OF LOSS/INSURANCE: It is mutually agreed that Port is not a bailee, does not accept Licensee's vessel for storage, and shall not be liable in any manner for any effects of electrolytic action, the safekeeping or condition of Licensee's vessel or for its tackle, gear, equipment or other personal property either upon the vessel or upon the Port premises. All of Licensee's property at the berthage space and/or Poulsbo Marina shall be at the risk of Licensee. Port shall not be held liable and Licensee hereby waives all claims and recourse against Port, including right to contribution, for any loss, claim, theft, injury or damage to any person or property on or about the berthage space and/or Poulsbo Marina from any cause whatsoever, including latent defects. Only licensed, bonded and insured contractors may perform work on Port property, including contractors working on Licensee's vessel, and Licensee shall indemnify, hold harmless and defend Port and its officers, representatives, agents, employees, and insurance companies against any and all claims arising in any way from Licensee's use of Port premises. During the term of this Agreement, Licensee agrees to obtain and maintain in effect a marine insurance policy that includes, at a minimum, general, legal, and pollution liability coverage, as required by RCW 53.08.480. The insurance policy shall be in the minimum amount of \$300,000.00 and shall name Port as an additional insured under the policy. Licensee shall provide Port with a certificate of insurance evidencing Licensee's compliance with these insurance requirements immediately upon execution of this Agreement. As an alternative, Licensee may provide to the Port a surety bond or cash deposit in the amount of no less than \$300,000.00.

7. CONDITION OF BERTHAGE SPACE AND VESSEL: Licensee has inspected the assigned berthage space and is satisfied that it is adequate for the safe mooring of Licensee's vessel. Licensee will keep the assigned berthage space neat, clean and orderly, and will at all times preserve the space in as good condition and repair as it is, reasonable wear and tear excepted. Licensee shall comply with all applicable federal and state laws and with the Regulations in the Handbook as they may be from time to time amended. Licensee will insure that Licensee's vessel is safely moored with adequate equipment for weather conditions, and will insure that all flammable substances are safely contained. In the event that Port incurs costs to remedy damages and/or prevent further damages to the Port or the Poulsbo Marina, caused by Licensee and/or Licensee's vessel, the Port may provide Licensee with a bill for such costs, which shall be payable immediately as additional fees, and Licensee's failure to pay such costs will constitute a breach of this Agreement.

7.1. VESSEL INSPECTIONS: Vessels mooring in the Poulsbo Marina for a period longer than one (1) month will be subject to inspection. Inspections must be conducted within two (2) weeks of vessel arrival. Failure to complete the required inspection by the deadline will result in a \$50 penalty. For each week thereafter that the inspection goes uncompleted, a \$25 penalty will be assessed. If Licensee is a "No Show" for the scheduled inspection, a \$50 penalty will be assessed. **INITIAL**

7.2. UNSEAWORTHY VESSEL: Without limiting the foregoing the Port may immediately terminate this Agreement if the Port determines that a vessel is not seaworthy. The term unseaworthy means either (i) a vessel that possesses a risk of sinking in the Poulsbo Marina or (ii) a vessel which is not capable of moving without assistance out of the marina (either under its own power or sail) into the waters surrounding the marina in a safe manner.

8. EMERGENCY SERVICES/ACCESS: Although Port shall have no obligation to maintain or monitor Licensee's vessel, if Port determines that Licensee's vessel is in peril, or has placed other vessels or persons at Poulsbo Marina in peril, the Port may elect to render aid and require reimbursement by Licensee for any costs incurred by the Port as additional fees. In the event that Licensee's vessel releases pollutants and/or sinks, Licensee shall be responsible for clean up and/or removal of the vessel and restoration of the berthage slip in compliance with all applicable laws and regulations immediately upon demand by Port. Licensee grants Port free access to Licensee's vessel for the purpose of compliance with this Agreement, reassignment of berthage space or emergency services; provided that, Port does not assume any responsibility for Licensee's vessel on the basis of the foregoing rights.

9. TAXES, LICENSES AND DOCUMENTATION: Licensee shall timely pay any leasehold, excise or other taxes relating to the berthage slip and/or Licensee's vessel and keep Licensee's vessel properly documented or registered as required by applicable law.

10. 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 Licensee or Licensee's vessel, 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, all of which are separate, distinct, and cumulative.

11. ASSIGNMENT, SUBLEASE AND USE OF BERTH: Licensee may not assign or transfer any interest in this license or the berthage space. Use of the berthage space is personal to the Licensee for the mooring of the specified vessel and/or boathouse only. No purchaser of a vessel and/or boathouse shall acquire any rights hereunder.

12. TERMINATION/DEFAULT: Licensee shall provide ten (10) days' notice in writing to the Port prior to termination. In the event Licensee is in default in payment of Licensee's account in excess of thirty (30) days, it is subject to impoundment of the vessel, termination of this Agreement, and the sale of vessel under RCW 53.08.320. Port may terminate this Agreement for cause or convenience, but shall provide fifteen (15) days' notice in writing to the Licensee prior to termination. If necessary, Port may remove Licensee's vessel and other property for storage at Licensee's expense. During any hold-over by Licensee after termination of this Agreement, Licensee remains obligated to pay the Port license fee for the time of such hold-over, and to be bound by all of the provisions of this Agreement, and the Port's acceptance of such hold-over fees will not be deemed to create another term. If by reason of any default on the part of the Licensee, for failure to pay fees when due, for failure to vacate the berthage space upon termination, or for breach of the provisions of this Agreement, the Port incurs costs to employ an attorney to recover damages from Licensee, to recover possession of the berthage space from Licensee, and/or impound Licensee's vessel, then the Port shall be entitled to recover from Licensee the Port's costs, including reasonable attorneys' fees, in addition to all other relief which the Port is entitled to. **INITIAL**

13. NOTICE TO LICENSEE AND PAYMENTS: All notices to be given by the parties hereto, shall be in writing and shall be deemed to have been given if delivered personally, transmitted by facsimile transmission, emailed, or mailed. All written notices mailed under this Agreement will be mailed to the Licensee's address as set forth below, or to the Port at P.O. Box 732, Poulsbo, WA 98370, or such other place(s) as designated in writing by Licensee or the Port.

14. DISPUTES/ARBITRATION: In the event that any dispute or deadlock arises from this Agreement, which cannot be resolved, such matter shall be settled by binding arbitration pursuant to the provisions of RCW 7.04A, and the venue for such arbitration shall be in Poulsbo, WA. The prevailing party in an arbitration proceeding or in any other action brought by a party shall be entitled to recover from the other party the prevailing party's costs, including reasonable attorneys' fees during arbitration, at trial, and on appeal, in addition to all other relief to which the prevailing party is entitled.

15. INTEGRATION/BINDING AGREEMENT: This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington and applicable Federal Maritime laws. Time shall be of the essence hereof. This Agreement constitutes the entire agreement between the undersigned. Port reserves the right to alter or amend the terms and conditions hereof or its Rules and Regulations in the Handbook from time to time by fifteen (15) days' written notice to Licensee. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. If Licensee is a corporation or company, Licensee represents and warrants that it is duly organized, validly existing and in good standing under the laws of Washington, and the Licensee has the requisite corporate power and authority to execute, deliver and perform this Agreement. If Licensee is married, Licensee represents and warrants that he or she has the authority to bind the marital community to execute, deliver and perform this Agreement. Licensee agrees that regardless of what capacity Licensee executes this Agreement, Licensee shall be personally liable for the terms and conditions of this Agreement, in his or her individual capacity.

LESSEE'S BOAT IDENTIFICATION

LESSEE

WA Registration No./USCG No. _____

Signature: _____

Boat Name: _____

Print Name: _____

Boat Type: Power Sail

Address: _____

Make: _____ Model: _____ Color: _____

Length _____ Beam _____ Draft _____ Slip Length _____

Phone 1 _____ Phone 2 _____

Boathouse: Sq. Ft. _____ Parking Permit # _____

E-mail Address _____

Date of Occupancy: _____

Fee Paid – 1st month \$ _____

Security Deposit _____

Port Authorizing Signature

Date