

**OAK HARBOR MARINA
ANNUAL LICENSE MOORAGE AGREEMENT**

This Annual License Moorage Agreement (“Agreement”) is entered into between the City of Oak Harbor (“City”), and the undersigned boat owner(s) as identified in Section 14 herein (“Owner”), for the purpose of granting a license to Owner to berth the boat identified in Section 15 herein (“Boat”) at the City’s Marina on the following terms and conditions:

1. RESERVED BERTH LICENSE FEE. To obtain a reserved berth, Owner hereby agrees to pay in advance, on or before the eighteenth day of each month, the monthly moorage fee as listed in the City of Oak Harbor’s Master Fee Schedule (“Fee Schedule”). City reserves the right to change the posted Fee Schedule at any time during the term of this Agreement. Failure by Owner to timely pay fees and all other charges provided in the Fee Schedule may result in loss of a reserved berth and may result in other actions by City as set forth in Section 4. This Agreement shall not become effective until Owner pays City the initial monthly fee indicated in the Fee Schedule and also pays an equal sum which shall be held by City as a security deposit for sums due to City. Application of the deposit by City to debts of Owner shall not release Owner for amounts owed in excess of the deposit. **OWNER IS RESPONSIBLE FOR PAYMENT OF MOORAGE FEES UNDER THE TERMS OF THIS AGREEMENT UNTIL EITHER (1) OWNER’S BOAT IS REMOVED FROM THE MARINA, OR (2) RESPONSIBILITY FOR PAYMENT OF MOORAGE FEES FOR THE BOAT IS ASSUMED BY ANOTHER THROUGH A FULLY AND PROPERLY EXECUTED REPLACEMENT MOORAGE AGREEMENT.**

2. ASSIGNED BERTH AND BERTH CHANGES. Owner is assigned Slip No. _____ for purposes of berthing the Boat. City reserves the right to change berth assignments as necessary for the efficient operation of the Marina or for other causes. In the event of such changes, Owner shall receive a berth as nearly comparable in location to the former berth as is available.

3. UTILITIES AND SERVICES. Owner agrees to pay for all electricity and other utilities or services which shall be furnished to the berth at the established rates provided by the then applicable Fee Schedule posted by City or, if not covered by such, another posted schedule, as established by the Harbormaster. City does not guarantee continuity of utility services to a berth and, specifically with regard to electric service, does not guarantee the continuity or characteristics of such service and its compatibility with the Boat’s electric circuit protector, if any.

4. DEFAULT. In the event Owner does not timely pay, as herein provided, the fees or other charges, or both, which are accrued in favor of City, or Owner otherwise violates the provisions of this Agreement, City may, without any advance notice, take possession of the Boat, its tackle, apparel, fixtures, equipment and furnishings, and retain such possession at the Marina or elsewhere until all charges then owing, and all charges which shall thereafter have accrued, are fully paid, and all other violations of this Agreement have been cured. In addition, and at its option, City may, on 30 days’ written notice, mail to Owner’s address, below stated, a notice to terminate Owner’s right to further berthage under this Agreement, all without prejudice to the right of City to collect fees and utility charges under this Agreement until such time as the Boat is removed from the Marina. The rights and remedies provided herein are in addition to, and are not in lieu of, any other rights and remedies which City may have by virtue of federal, state and local statutes, ordinances and law. If any sum is owed for more than 30 days, Owner shall pay late fees and charges in an amount as set forth in the Fee Schedule.

5. NOT FOR STORAGE. It is mutually agreed that City does not accept the Boat for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its tackle, apparel, fixtures,

equipment, and/or furnishings.

6. NO WARRANTIES. City makes no warranties, express or implied, as to the condition of the berths and Marina or the suitability of the berths and Marina for their intended purposes.

7. WAIVER OF RESPONSIBILITY – INDEMNIFY. Marina premises adjacent to the berth have been inspected by Owner and are accepted by Owner in their present condition. Owner hereby assumes all of the risks that result from mooring the Boat at the Marina. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS CITY FROM ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, RESULTING FROM THE ACTS OR OMISSIONS OF OWNER, OWNER’S AGENTS, INVITEES OR EMPLOYEES OR RESULTING FROM UNSEA-WORTHINESS OF THE BOAT OR RESULTING FROM A DEFECTIVE PRODUCT USED IN CONNECTION WITH THE BOAT UNLESS THE NEGLIGENCE CAUSING THE INJURY IS SOLELY THAT OF CITY OR ITS STAFF. This indemnity shall survive termination or expiration of this Agreement.

8. INSURANCE REQUIRED. Before the commencement of this Agreement and at all times during the term of this Agreement, Owner shall carry in full force and effect, with insurance companies authorized to do business in the state of Washington, marine insurance policies providing coverage for (a) general liability, (b) legal liability, (c) collision and allision, and (d) pollution liability, arising from Owner’s use of the berth or the Boat, with limits of at least \$300,000 per occurrence, and with City of Oak Harbor Marina listed as an additional insured on each insurance policy required hereunder. Owner shall provide City copy of the decelerations from Owner’s insurance policies. The minimum insurance limits above do not limit the liability of the Owner to the City. The current registration and decelerations page from Owner’s insurance policy shall be uploaded by Owner to Dockwa upon execution of this Agreement.

9. COMPLIANCE WITH LAWS AND REGULATIONS. Owner shall comply with all applicable federal, state, and local statutes and ordinances, and all rules, regulations, and special instructions issued by the Harbormaster or the Harbormaster’s agents. Owner shall comply with federal, state and local environmental regulations, including but not limited to, the “Marina Policies, Procedures & General Operations Guide.”

10. CARE AND USE OF PREMISES. Owner may use the berth only for moorage of the Boat. The moored Boat, when unattended, must be securely moored with stern, bow and spring lines in a careful, seamanlike manner. Owner agrees to keep the premises neat, clean, orderly and as free as possible from all inflammable substances, and not to place tender boats or dinghies on the docks, and not leave stairs or other items on the docks. Owner shall not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor on Owner’s Boat, Marina premises, or premises adjacent thereto, or permit anything to be done on the Boat or Marina premises which will tend to create a nuisance or to disturb any other boat owner, guest, or licensee of the Marina. Owner shall not permit any hazardous substances to contaminate any portion of the Marina.

11. OPERATING CONDITION OF BOAT. The Boat shall be kept in such operating condition that it is able to safely get under way from its berth upon reasonable notice by City (72 hours). The Owner shall comply with any request from the Harbormaster for an operational demonstration of the Boat’s seaworthiness within 72 hours of such a request from Harbormaster.

12. CITY’S ACCESS TO BOAT. City or its agents at all times shall have access to Owner’s Boat and may board it for the purpose of inspection, moving the Boat, mooring or re-mooring the Boat, fighting fire, or remedying or preventing any casualty or potential hazard. City shall have the right, but not the obligation, in its discretion, to properly tie or re-tie mooring lines and to board the Boat when it deems it necessary to do so. Charges due for such actions can be collected from the Owner by City as under “Labor Rate” in the Fee Schedule.

13. NO COMMERCIAL USE WITHOUT PERMISSION. Owner shall not use that berth for any commercial purpose without the prior written permission of the Harbormaster. Posting of signs for the sale, charter or rental of the Boat while moored at the Marina shall be subject to prior written approval by the Harbormaster.

14. OWNER(S). Owner(s) of the Boat moored pursuant to this Agreement, and information regarding Owners, are as per the information contained within Dockwa.

15. BOAT. The Boat moored at City's marina pursuant to this Agreement is identified as per the information contained within Dockwa.

A copy of Owner's registration/documentation certificate for the Boat shall be provided to City and is required as a condition of moorage.

16. LIVING ABOARD. No person may live-aboard the Boat moored at the Marina without prior written authorization to live-aboard given by the Harbormaster. *See* Oak Harbor Municipal Code Section 6.36.080 and Sections 6.40.150–6.40.160.

17. ASSIGNMENT OF AGREEMENT AND/OR BERTH. Owner shall not assign, sublet, sub-license or transfer the Agreement or any interest therein, or any interest in the berth designated by this Agreement. Use of the berth is personal to Owner and Boat, and a person purchasing the Boat from Owner will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.

18. TERM. This Agreement shall become effective on the date last signed and shall remain in effect for a term of 12 consecutive months. **THIS AGREEMENT SHALL AUTOMATICALLY RENEW AT THE END OF ITS TERM UNLESS:**

(a) Owner gives City written notice of nonrenewal of this Agreement at least thirty (30) days prior to the then effective expiration of the term of this Agreement; or

(b) City gives Owner at least ten (10) days' written notice for default of any provision or condition of this Agreement.

(c) City gives Owner at least ten (10) days' written notice of nonrenewal of this Agreement.

19. EARLY TERMINATION - FINANCIAL RESPONSIBILITY. Early termination of this Agreement shall result in Owner being financially responsible for the remainder of the term of the Agreement, except under the following circumstances:

(a) Owner sells the Boat provided Owner notifies City in writing of listing the Boat for sale and provides City a copy of the bill of sale once the Boat is sold;

(b) Owner dies;

(c) Owner is a member of the United States Armed Services and receives permanent change of duty station orders; or

(d) Boat suffers a catastrophic event (e.g., sinking, fire, etc.), that is outside of Owner's control.

20. ENTIRE AGREEMENT - AMENDMENTS. This constitutes the entire Agreement between the parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed

by all parties.

21. JOINT AND SEVERAL LIABILITY. If more than one person is the Owner of the Boat, the Owners obligations under this Agreement 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.

22. NONWAIVER. Nothing contained in this Agreement shall be construed as a waiver by City of any rights and privileges created by maritime or other lien under federal or state law, or as a waiver of any other rights to remedy under the laws of the State of Washington. 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.

23. ATTORNEYS FEES AND COSTS. If by reason of any act or omission by Owner, it becomes necessary for City to employ an attorney to enforce any provision of this Agreement, Owner agrees to pay, in addition to any collection charges, all reasonable attorneys' fees and costs incurred by City.

24. RULES AND REGULATIONS. The City reserves the right to amend rules and regulations for the Marina and harbor area as the City Council and/or Harbormaster may in their judgment deem reasonable and necessary. Owner further agrees to abide by and follow such rules and regulations.

25. SECTION HEADINGS. The captions and section headings in the Agreement are for the convenience of the parties only, and do not limit, restrict or otherwise amend the text language of any section.

26. NOTICE TO OWNER. Billings and notices to Owner will be mailed or emailed to Owner's address/email set forth in Section 14 herein. If Owner moves, or desires to have billings and notices sent to another physical, postal or email address, Owner shall notify City in writing of the new address/email. All billings and notices shall be deemed sent to Owner upon first class mailing/emailing by City.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS AGREEMENT, KNOW THAT I HAVE THE RIGHT AND OPPORTUNITY TO SEEK ADVICE BEFORE AGREEING TO ITS TERMS, AND HEREBY AGREE TO THE TERMS OF MOORAGE STATED IN THIS AGREEMENT. I further agree to advise City, at the address listed herein, of any changes in address or ownership of the Boat.