

CITY OF OAK HARBOR  
1401 SE CATALINA DRIVE • OAK HARBOR, WA 98277 •  
(360) 279-4575

## MARINA STORAGE SHED AGREEMENT

This **MARINA STORAGE SHED AGREEMENT, including the DOCKWA OAK HARBOR MARINA PRICING AGREEMENT** (collectively “Agreement”), is made by and between the CITY OF OAK HARBOR, a municipal corporation (“City”), and the person or entity identified pursuant to Section 2 herein (“Renter”). City and Renter are collectively referred to herein as “the Parties.”

WHEREAS, City is the owner and operator of a self-service storage facility located at the Oak Harbor Marina, 1401 SE Catalina Drive, Oak Harbor, Washington (“Marina”), and Renter is desirous of renting certain space located in the Marina’s storage facility;

Now, therefore, the Parties make the following mutual agreements, promises, and covenants:

1. **Oak Harbor Marina Pricing Agreement.** Execution by Renter of the DockWa Oak Harbor Marina Pricing Agreement for rental of the subject storage space constitutes complete entry into the Marina Storage Shed Agreement.

2. **Storage Space.** City shall rent to Renter a designated storage space in the above-described Marina storage facility. The rental space shall be referred to in this Agreement as a “Storage Shed.” The Renter of the Storage Shed as designated herein is identified per the information and signature contained in DockWa for this Agreement.

3. **Term.** The term(s) of this Agreement shall be from month to month. The minimum rental term is one month.

4. **Termination.** This Agreement may be terminated upon provision of thirty (30) days’ written notice prior to the end of the month by either Party to the other.

5. **Rental Rate.** In exchange for use of the above- described Storage Shed, Renter shall pay in advance, **on or before the eighteenth day of each month**, the monthly fee as listed in the City of Oak Harbor Master Fee Schedule (“Fee Schedule”). Renter shall pay late fees as listed in the Fee Schedule on the unpaid balance of amounts owed in excess of 30 days. City reserves the right to change the Fee Schedule at any time during the term of this Agreement. Effective as of the date of execution of this Agreement.

6. **Security Deposit.** A security deposit equal to one months’ rent shall be paid upon execution of this Agreement. Renter agrees that City need not segregate the deposit from other funds, and that no interest will be due for the period during which the deposit is held. The deposit, less all expenses incurred by City for damage to or cleaning of the Storage Shed, shall be returned

to Renter after Renter removes all stored property from the Storage Shed. At City's sole discretion, amounts may be withheld from the security deposit to compensate City for any rent or any other charges due and unpaid under this Agreement at the time Renter relinquishes, abandons or otherwise loses possession of the Storage Shed.

**7. Purpose and Use.**

7.1 Rental of the Storage Shed is for the exclusive purpose of providing self-service storage space to Renter. City is not to be the bailor of any property stored in the Storage Shed and that to the extent possible, Renter alone shall have exclusive use of the space designated, subject to the limitations set out in this Agreement.

7.2 Renter has made their own inspection of the Storage Shed and has determined that it is suitable for their intended purposes.

**8. Covenant Not to Use for Any Other Purpose.** Renter shall not use the Storage Shed for any purpose other than storage of personal property of the Renter and property of immediate family. The Storage Shed shall not be used for residential purposes.

**9. Compliance with Laws and Regulations.** Renter 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.

**10. Covenant Not a Commit Waste or Engage in Any Hazardous Activity or Storage.** Renter shall keep the Storage Shed in good condition and prevent waste therein. Renter shall not carry on any hazardous or dangerous activity in or about the Storage Shed. Renter shall abide by all posted rules and regulations governing the use and maintenance of Storage Shed.

**11. Covenant Concerning Toxic Waste.** Renter will not store, dump, spill, or allow the spillage or dumping of toxic waste and materials in the Storage Shed, in the area of the Marina, or in the waste collection receptacles available at the Marina. Toxic waste and materials include all such materials so defined under federal or state law and include but are not limited to: oils, gasoline, batteries, oil-based paints, cleaning solvents, and wood preservatives. It is agreed that, if such materials are used or stored at the premises, Renter shall remove residue and containers for such items from Marina property and dispose of such according to law.

**12. Remedies for Default.** City shall have the following remedies against Renter for Renter's Default of this Agreement:

12.1 If the rent is more than three months delinquent, all property in the Storage Shed is subject to a claim of lien for unpaid rent and other charges and City may take possession of such personal property without notice and effect a sale of the personal property located therein;

12.2 City may exercise any remedy authorized under Chapter 19.150 RCW as now in effect or hereafter amended, or any other remedy authorized by law which a creditor may have against a debtor;

12.3 City may remove the goods from the Storage Shed designated and place them in

any other place at the Oak Harbor Marina or any other storage facility City deems appropriate.

**13. Certification by Renter.** Renter promises and certifies that:

13.1 The Storage Shed Information Sheet attached hereto is true and accurately filled out.

13.2 If any of the information supplied in the Storage Shed Information Sheet is incorrect and, as a result thereof, City suffers loss or damage, Renter will indemnify City against such loss.

**14. Insurance.** Renter shall ensure that the Storage Shed is adequately locked and protected from theft, vandalism and other loss. Renter is responsible for acquiring and maintaining insurance for the actual cash value of stored property and providing proof of such insurance to City. Renter expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Renter against City, its officers, agents or employees for loss of or damage to stored property. City is not the insurer of the safety of the items in the Storage Shed, and in no way assumes responsibility or liability for any risk or loss by theft, fire, vandalism, or other casualty.

**15. Inspection.** In order to ensure that the covenants concerning use being complied with, City reserves the right to inspect the Storage Shed and its contents at any time with or without notice. Two City Staff will carry out the inspection and a record will be kept thereof. In no event will exercise of this right convert City into a bailor or other insurer of the goods stored on the property.

**16. Lien Holders Disclosure by Renter.** Where requested in Dockwa for this Agreement, provide the name and address of any lienholders or secured parties who have a lienholders interest in the property stored or to be stored in the Storage Shed. (If none write "None").

**17. Nonwaiver.** 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.

**18. Indemnity.** Renter agrees to indemnify, hold harmless and defend City, its officers, agents, employees, volunteers from any and all injuries, claims, damages, demands, actions or causes of action (including attorneys' fees, costs, and expenses) that arise from Renter and Renter's agents, employees, guests or invitees' use of the Storage Shed and Marina premises, unless the negligence causing the injury is solely that of City or its staff. This indemnity shall survive termination or expiration of this Agreement.

**19. Entire Agreement – Amendments.** This constitutes the entire Agreement between the Parties; execution of the DockWa Oak Harbor Marina Pricing Agreement constitutes full and final execution of the Agreement. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by the Parties.

**20. Notices.** Notices to Renter sent pursuant to this Agreement or pursuant to law shall be deemed complete and served on the date when the same is mailed, postage prepaid, to either of the addresses designated on the Storage Shed Information Sheet attached hereto and made a part of this Agreement. It is understood that this Storage Shed Information Sheet may be amended at any time by completion of an updated form at the Oak Harbor Marina Office.

**21. Construction.** This Agreement shall be liberally construed in favor of City to effect the purposes for which this Agreement is made.

I 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 STATED IN THIS AGREEMENT.