

**OAK HARBOR MARINA
DRY BOAT AND BOAT TRAILER STORAGE AGREEMENT**

This **DRY BOAT AND BOAT TRAILER STORAGE AGREEMENT, including the DOCKWA OAK HARBOR MARINA PRICING AGREEMENT (collectively “Agreement”)**, is a license entered into between the City of Oak Harbor (“City”), and the boat/boat trailer owner(s) as identified in Section 11 herein (“Owner”), for the purpose of granting a parking storage space to the boat and/or boat trailer identified in Section 12 herein (“Boat/Trailer”) at the City’s Marina on the following terms and conditions:

1. Oak Harbor Marina Pricing Agreement. Execution by Owner of the DockWa Oak Harbor Marina Pricing Agreement for a parking storage space license for Owner’s Boat/Trailer constitutes complete entry into the Boat and Boat Trailer Storage Agreement.

2. PARKING FEE. To obtain a space assignment for parking of Owner’s Boat/Trailer, Owner hereby agrees to pay in advance, on or before the eighteenth day of each month, the monthly storage 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 will result in loss of a reserved space 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. **OWNER IS RESPONSIBLE FOR PAYMENT OF STORAGE FEES UNDER THE TERMS OF THIS AGREEMENT UNTIL EITHER (1) OWNER’S BOAT/TRAILER IS REMOVED FROM THE MARINA, OR (2) RESPONSIBILITY FOR PAYMENT OF STORAGE FEES FOR THE BOAT/TRAILER IS ASSUMED BY ANOTHER THROUGH A FULLY AND PROPERLY EXECUTED OF A BOAT AND BOAT STORAGE AGREEMENT.**

3. ASSIGNED SPACE AND SPACE CHANGES. Owner is assigned a space number for purposes of storing the Boat/Trailer. City reserves the right to change space assignments as necessary for the efficient operation of the Marina or for other causes.

4. REQUIREMENTS OF STORAGE. The following are requirements for the storage of the Boat/Trailer at the Marina:

- a. Before the Boat/Trailer is approved for storage, it shall be inspected and approved for storage by Marina staff.
- b. Boat/Trailer must display current registration.
- c. Boat/Trailer must be in operational condition at all times. The Owner shall comply with any request from the Harbormaster for an operational demonstration within 72 hours of such a request from Harbormaster.
- d. Noting may be left on the ground, around, behind or in front of the Boat/Trailer.
- e. No work on the Boat/Trailer is permitted.

5. 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/Trailer, 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 storage under this Agreement, all without prejudice to the right of City to collect fees and charges under this Agreement until such time as the Boat/Trailer 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.

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

7. WAIVER OF RESPONSIBILITY – INDEMNIFY. The parking storage space and Marina premises adjacent to the storage space have been inspected by Owner and are accepted by Owner in their present condition. Owner hereby assumes all of the risks that result from storing the Boat/Trailer 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 A DEFECTIVE PRODUCT USED IN CONNECTION WITH THE BOAT/TRAILER 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 storage space or the Boat/Trailer, 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 space only for storage of the Boat/Trailer. The stored Boat/Trailer, when unattended, must be parked in its assigned space. Owner agrees to keep the premises neat, clean, orderly and as free as possible from all inflammable substances. 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/Trailer 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. OWNER(S). Owner(s) of the Boat/Trailer designated herein is identified per the information and signature contained in DockWa for this Agreement.

12. BOAT/TRAILER. The Boat/Trailer stored at Marina pursuant to this Agreement is identified per the information and signature contained in DockWa for this Agreement.

13. LIVING ABOARD. No person may live-aboard the Boat stored at the Marina.

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

15. TERM. The term of this Agreement shall be from month to month. This Agreement shall become effective on the date last signed and shall AUTOMATICALLY RENEW EACH MONTH. Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

16. AMENDMENTS. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by all parties.

17. JOINT AND SEVERAL LIABILITY. If more than one person is the Owner of the Boat/Trailer, 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. NOTICE TO OWNER. Billings and notices to Owner will be mailed or emailed to Owner's address/email set forth in DockWa. 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 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 STORAGE 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/TRAILER.