

# TERMS AND CONDITIONS FOR MOORAGE

Hylebos Marina, Inc., hereinafter called "Marina," agrees to provide moorage as applied for herein, when available, to applicant executing the reverse side of this form, subject to the following terms and conditions:

(1) **WAITING LIST:** Assignment to a waiting list shall not be made until applicant has acknowledged the terms and conditions hereof.

(2) **MOORAGE FEES:** To obtain moorage, applicant hereby agrees to pay, within five (5) days of written notice of availability of space, a sum equal to two times the monthly charges established for such moorage (the amount constituting first and last month payments) at the per-foot rate having been regularly established by Marina prior to the availability of space. Applicant thereafter shall pay, in advance, the monthly charge for such space, throughout the period of this agreement on or before the 1<sup>st</sup> day of each month. Monthly fees not received by the 10<sup>th</sup> day of the month shall be considered "past due" and subject to late fees. Marina reserves the right to amend the fees and charges upon twenty (20) days written notice and applicant hereby agrees to pay said fees, as amended, through all periods of use of such space. Applicant agrees to provide written notice of the termination of this agreement to Marina thirty (30) days in advance thereof. Upon receiving notice from applicant, Marina shall **not** issue refunds for any advance payments received by applicant (prepaid moorage fees and/or last month deposit).

(3) **SPACE CHANGES:** Marina reserves the right to change space assignments as necessary for the efficient operation of Marina, or for other reasonable causes. In the event of such change, applicant shall receive space as nearly comparable in size and location to the former space as is available.

(4) **UTILITIES AND SERVICES:** Applicant agrees to pay all electricity and other utilities or services that shall be furnished to his space at the established rates provided by the then applicable schedule of Marina, and to install the boat's electrical connection circuitry in a manner specified and agreeable to Marina. Marina does not guarantee the continuity of utility services to space, and specifically, with regard to electric services, does not guarantee the continuity or characteristics of such service, its compatibility with the applicant's boat's electrical circuitry, or exposure resulting from electrolytic action. Only **basic** shore power will be provided by Marina; no large electrical devices and/or appliances, especially electric heaters, are permitted for use in Marina. Agreed: \_\_\_\_\_ (Initial)

(5) **WAIVER OF RESPONSIBILITY:** It is mutually agreed that the Marina does not accept, and shall not be liable or responsible in any manner for the safekeeping and condition of applicant's boat, its tackle, apparel, fixtures, equipment or furnishings. It is further agreed that Marina shall not be liable or responsible for any personal injuries or damages suffered by applicant or his agents or invitees arising from any cause upon the boat, Marina premises, or premises adjacent thereto. Applicant acknowledges that he has inspected the Marina premises and accepts them in their present condition. Applicant agrees to keep his space and byways **neat, clean and orderly.** Applicant further agrees to hold Marina harmless in his operation of any Marina-provided equipment, slings, lifts or other facilities.

(6) **COMPLIANCE WITH LAWS AND REGULATIONS:** Applicant agrees to comply with all applicable federal and state laws and city ordinances, and all rules, regulations and special instructions issued by Marina manager or his agents. Applicant will not store or maintain any property, or undertake any activity that may be dangerous to life, limb or property, which property or activity is not

directly related to and necessary for the operation of his boat or permit objectionable noise or odors on his boat, Marina premises or property adjacent thereto, or permit anything to be done on said premises which would in any way unduly or unnecessarily tend to create a hazard or nuisance or cause disturbance of any other boat, owner, guest or lessee of the Marina. Marina or its agents shall, at all times, have access to applicant's boat or other storage for the purposes of fire-safety inspection, necessary mooring or re-mooring, fire fighting or the remedying of any actual or potential hazards.

(7) **ASSIGNMENT OF AGREEMENT OR SPACE:** Applicant acknowledges that rental of space is personal to applicant and a person purchasing applicant's boat will not thereby acquire rights under this agreement or rights to use of space designated in this agreement. The space may be assigned to the purchaser of the applicant's boat only upon payment by applicant of a SLIP TRANSFER FEE, unless waived, of \$\_\_\_\_\_ /per slip foot, and upon execution by the purchaser of the applicant's boat of a new RENT AGREEMENT.

(8) **TERMINATION:** This agreement shall become effective on the date shown on the front hereof, or within fifteen (15) days of notice of availability of space in writing, given by Marina to applicant, and remain in force unless terminated by written notice by either party to the other thirty (30) days preceding cancellation date. No refund of advance payments, whole or in part, shall be issued by Marina to applicants removing their vessel prior to termination date or in a time frame that disallows application of last month deposit or other credits on applicant's account. Notice from applicant shall be provided on the **first of the month** thirty (30) days prior to the intended termination date.

Agreed: \_\_\_\_\_ (Initial)

(9) **DEFAULT:** In the event applicant does not timely pay, as herein provided, the fees and other charges which are accrued in favor of the Marina, or the applicant otherwise violates the provisions of this agreement, the Marina may, without advance notice, take possession of applicant's boat, its tackle, apparel, fixtures, equipment and furnishings and retain such possessions at the Marina, or elsewhere, until all charges then owing and all charges which shall thereafter accrue are fully paid and all violations of this agreement cured. In addition, and at its option, the Marina may terminate applicant's right to further space, all without prejudice to the right of the Marina to collect fees and utility charges under this agreement and until such time as applicant's boat is removed from the Marina. The remedies provided herein are in addition to and shall not be deemed in lieu of any other rights that the Marina may have by virtue of federal and state laws and local ordinances. In any action or proceeding for the collection of any sums or charges which may be payable hereunder, applicant agrees to pay, in addition thereto, a reasonable sum for attorney fees and court costs.

(10) **ENTIRE AGREEMENT:** This form, including the terms and conditions on both sides thereof, constitutes the entire agreement between the parties and supercedes all prior agreements. No modification or amendments hereto shall be valid unless evidenced in writing and signed by both parties.

(11) No live-aboards allowed.

Agreed: \_\_\_\_\_ (Initial)

(12) Proof of insurance shall be provided to Marina, and shall be maintained throughout the full course of applicant's tenancy.

Agreed: \_\_\_\_\_ (Initial)

(13) The overall length of boat and accessories shall fit within the designated slip size as designated on the front hereof.

Agreed: \_\_\_\_\_ (Initial)