

Moorage Agreement

Peninsula Yacht Basin
8913 N. Harborview Dr.
Gig Harbor, WA 98332
(253) 858-2250

Peninsula Yacht Basin, hereinafter called lessor, leases to lessee slip space at lessor's marina for the boat designated below on the following terms and conditions:

1. Slip Rental: Lessee agrees to pay \$ _____ per month rent on or before the first day of each month. Lessee may use the space so leased only for the boat so designated in this agreement. Lessor may amend the rent amount by giving written notice to lessee not less than twenty days prior to the end of any month.
2. Late Fee: Rent not received by the fifth day of the month in which due shall be considered late and a late fee of \$20.00 shall be added to the rental charges due for that month.
3. Utilities and Services: Lessee agrees to pay for all electrical and other utilities and services which shall be furnished to his boat. Lessor specifically does not guarantee continuity of electrical service to any vessel or boat or the characteristics of any service provided or characteristics of vessel service circuit protector. Electrical use is metered and will be billed at the current utility company rate. Any damage to electrical service, water, or other utilities to the premises caused by misuse or neglect on the part of the lessee or lessee's guest will be repaired by the marina, and the cost thereof charged to the lessee in the next monthly statement. Water service may be turned off in the winter during freezing weather, at the sole discretion of the lessor.
4. Rent Deposit: The rent deposit shall be held by Lessor as security for the faithful performance by lessee of all the provisions of this rental agreement to be performed or observed by lessee. If lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provisions of this agreement, lessor may use, apply or retain all or any portion of the deposit for the payment of any rent or other charge in default.
5. Commencement and Termination of Moorage: This agreement shall become effective on the date stated below and remain in force until terminated by written notice given by either party to the other not less than thirty days prior to the end of the rental month. The rental month shall be deemed to commence on the first day of each month and end on the last day of the month. In such event, if the lessee vacates the moorage space prior to the end of the term, there shall be no right to abate or pro-rate the remaining rent due for the month. If a lessee shall holdover at the end of the lease term, with consent of the lessor, the holdover period shall be deemed to be a month to month tenancy.
6. Default: If the rent or other sums payable by lessee to lessor shall remain unpaid after the same are due, or if lessee shall default in the performance in any of the terms or conditions of this agreement, the lessor may, at any time thereafter, with any notice required by law, and without limiting the lessor in the exercise of any right or remedy which the lessor may have by reason of such default or breach, do the following:
 - a. Lessor may terminate lessee's right to possession of the moorage space by any lawful means, in which case the agreement shall terminate and the lessee shall immediately surrender possession of the moorage space and remove the vessel.
 - b. Lessor may enter the moorage space and remove therefrom all property and the vessel at lessee's sole cost and risk and without liability to the lessor and without prejudice to any other remedy that the lessor may have pursuant to the law.
 - c. Lessor may enter the moorage space and take reasonable measures, including the use of chains, ropes, and locks, or removal to another moorage space, all at the lessee's risk and without liability to the lessor. If lessor finds it necessary to take such action, it shall not be liable in any manner for the storage, safekeeping, or condition of the vessel, and lessor is not responsible as a warehouseman.
 - d. Lessor may claim, enforce and foreclose a lessor's lien or maritime lien.
 - e. Lessor shall have all other rights and remedies provided in contract, law or equity, including those provisions as set forth in RCW Ch. 88.26 pertaining to the securing and sale of a vessel for non-payment of charges owing.
7. No Permanent Dwelling: Lessee agrees not to occupy the vessel as a permanent dwelling. Permanent dwelling shall be considered as overnight occupancy of the boat for more than one night in a one week period. Failure to comply will result in immediate termination of this agreement, and lessee agrees to vacate space within 24 hours of receiving lessor's written notification of lessee's violation of this clause.
8. Assignment, Sublease, Change of Berth: Lessee agrees to notify lessor whenever the boat will be away from the slip overnight or longer. Lessor may use slip to berth other boats during this time with no compensation given to lessee. Lessee shall not assign or transfer this lease or any interest therein or sublet the whole or part of the slip space without written permission of the lessor. Lessor reserves the right to change slip assignments for the efficient operation of the marina.

9. Compliance With Laws and Regulations: Lessee agrees to comply with all federal, state, and local laws, statutes, and ordinances and all rules, regulations, and special instructions issued by lessor or his agents. Lessee will not maintain anything that will be dangerous to life or limb or permit any objectionable noise or odor on said leased premises, create a nuisance or disturb any other lessees of the premises. Lessee shall not store any hazardous materials on premises. Any maintenance and repair that lessee or his agent undertakes shall be done in such a manner as to keep all waste material, including dust, paint, and solvents from entering the water. Lessee will allow lessor or his agent free access at all times to said premises for the purpose of inspection, cleaning, or to make repairs, additions, or alterations to the premises or any property owned by or under control of lessor.
10. Indemnity: Lessee hereby agrees to indemnify, hold harmless, and defend lessor from and against any and all suits, claims, actions, losses, cost penalties, and damages of whatsoever kind or nature, including attorney fees, arising out of, or in connection with, or incidental to lessee's use or occupancy of the moorage slip, or any activities within the marina premises. As further consideration for this lease, lessee covenants and agrees to indemnify and hold the lessor harmless from any claim of pollution resulting from lessee's tenancy which may be made by Federal authority, State authority, or any political subdivision of the State, and will assume responsibility for and defend any such claim of pollution.
11. Insurance: As additional consideration for this lease, the lessee states that the vessel to be moored within the leasehold berth is insured. The lessee covenants and agrees to keep this policy in full force and effect during the period of the leasehold, and to renew the same as it becomes due, with the disclosed company or with such other company as the lessee may select, and that failure to do so shall be treated as a violation of the conditions of this lease. Lessee shall name lessor as an additional insured on said policy and provide a copy of said policy or certificate of insurance to lessor.
12. Risk/Waiver of Liability: It is agreed that lessor does not agree to accept the boat for storage and shall not be held liable in any manner for the safekeeping or condition of same and therefore is not responsible as a warehouseman, but that the relation between the parties is simply that of landlord and tenant. It is further understood by lessee that lessor will not be held responsible or liable for injury to any person or any damage to or loss of said boat, its gear, equipment, or property, either upon said boat or upon lessor's premises including but not limited to injury, loss, or damage caused by loss or interruption of utility services, fire, weather, the elements, electrolysis, theft, or trespass. The premises have been inspected and are accepted by lessee in the present condition, and lessee will keep the premises neat, clean and orderly, and as free as possible from all inflammable, toxic, and polluting substances.
13. Marina Rules: In addition to the above, lessee acknowledges that he has read and agrees to abide by, the rules for the marina as posted in the marina office.

Boat Name _____ Length _____ Berth No. _____

Manufacturer _____ Type _____ Reg. No. _____

Owner and lessee _____

Billing address _____
street

_____ city state zip

Phone: Home _____ Business _____ Email _____

Insurance Company _____ Comprehensive liability \$ _____

Policy # _____ Insurance Co. Phone # _____ Expiration Date _____

Proof of Ownership & Document Check _____ Agreement Commencement date: _____

Agreement accepted:

lessor (Peninsula Yacht Basin)

lessee

Date: _____, 200__

Date: _____, 200__