

MARINA WHARFAGE LICENSE AGREEMENT



This Agreement is made between the Licensor and Licensee under the following terms and conditions:

1. Basic Terms: Licensor grants Licensee use of the Slip for moorage of the Vessel.

Licensor: Marsh Brinnon, LLC dba Home Port Marina
308717 U.S. Highway 101
Brinnon, WA 98320
360-680-3051

MAILING ADDRESS: PO BOX 11380, Bainbridge Island, WA 98110

Licensee:

Name: _____

Spouse/Partner: _____

Address: _____

Home phone: _____

Cell phone: _____

Email: _____

(Monthly statement will be e-mailed to this address)

Agreement is contingent upon receipt of proof of insurance, ownership, and registration* in licensee's name, visual inspection of vessel, and verification of overall boat length.

Vessel:

Vessel Name: _____

Manufacturer: _____

Model: _____ Year: _____

Documentation No: _____

State Registration No: _____

Length Overall:* _____

***Measurement from extreme point of the bow to extreme point of the stern. Moorage rate is based on length of slip or overall length of boat, whichever is greater.**

Beam: _____ Draft: _____

Vessel Insurance Co: _____

Exp. Date: _____ Policy no: _____

(Include certificate of insurance)

*Licensee shall provide a current copy of the Washington State Vessel Registration. All Vessels must be registered in Washington State.

Slip Assignment: Slip Number: _____ Licensor reserves the right to change the Licensee's slip assignment as Licensor deems appropriate or necessary.

2. Term: The Term of this Agreement shall be for **TWELVE MONTHS AND IS NON-CANCELLABLE** from the following **Commencement Date:** _____ After which may be terminated by Licensee upon 30 days written notice. Licensor reserves the right to terminate this agreement at any time without cause.

3. Monthly Fee/Utilities: Monthly Fee: _____ Monthly moorage fee shall be paid on the first day of each month. All payments must be made by the marina's auto-pay billing system through credit or debit card payment. Payments will be automatically posted and submitted on the 1st day of each month.

Licensor may revise the Monthly Fee effective the first day of any month upon not less than 30 days advance written notice to Licensee. Licensee shall pay Licensor a \$50 Late Fee for any payment received after the fifteenth day of the month or for payment denied from Licensee's bank for insufficient funds. Licensor shall make electrical power and water available to Licensee at the Slip. Where metered, Licensee agrees to pay Licensor a monthly meter connection fee. Utility Fees will be included in the monthly invoice and be payable with the Monthly Slip moorage fee. Licensor makes no representations or warranties as to the nature of the utilities and services to the Slip nor as to the adequacy or compatibility of such services or utilities with Licensee's vessel. Licensor does not warrant the availability of utility services and will not be responsible for any damage resulting from unavailability of utility services. Without limiting the foregoing, Licensee acknowledges that water service may be discontinued during inclement weather.

4. Use/Occupancy: Licensee shall comply with all rules and regulations as to Use/Occupancy of the Marina, which may be revised from time to time upon notice to Licensee. Licensee agrees to comply with all present and applicable laws, ordinances, health, safety, environmental and sanitary regulations of all regulatory bodies, including any federal, state or local agency, or Army Corp. of Engineers. Licensee agrees that the Slip is for recreational and/or occasional use only. Licensee shall not allow any other person, friend, or acquaintance to use Licensee's slip at the Marina. This Agreement is not transferrable or assignable and Licensee may not sublet or assign the right to use the Slip. Licensee agrees not to live-aboard their Vessel for more than four (4) days per month. Licensee shall control any pet on Marina premises, shall clean immediately and properly remove and dispose of all pet wastes, and shall be liable for any damages caused by such pet. Licensee acknowledges that Licensor reserves the right to exclude any pet from the Marina at its sole discretion. The Slip shall be used for the purpose of moorage of Licensee's personal vessel only and for no other purpose. Licensee shall not operate any business from the Marina including Airbnb or similar services or boat charter. Licensee shall not place or store any personal property or equipment in or about the docks or common area of the Marina. Licensee agrees that Licensor shall not be responsible for any theft or loss of Licensee's personal property or equipment in or about the Marina. Under no circumstances, nor at any time, may Licensee change, modify or alter the Slip or any portion thereof. Licensee shall not install or place any personal property, equipment, boxes, or lockers of any type on the Slip or Marina docks. Items such as water hoses and electrical cords must not be permanently affixed to the Slip or docks. Licensee agrees not to leave any heaters unattended on their Vessel that are not a marine grade safety heater. Licensee agrees not to dump or otherwise dispose of any sewage or other hazardous substances at, on, under or near the Marina and Slip. Licensee acknowledges and agrees that the trash dumpster at the Marina shall be used for Marina use only and shall not be used by Licensee for any home and/or business purposes. Licensee will refrain from smoking on Marina premises including docks, bathrooms, parking lot and any other public spaces. Licensee and guests are prohibited from swimming in the marina area.

5. Condition of Vessel: Licensee represents and warrants to Licensor that Licensee's Vessel is and will be maintained by Licensee in a neat, seaworthy condition and that the engine will be maintained in good running condition at all times. Licensee agrees that Licensor may terminate this Agreement and Licensee's privileges at the Marina in the event Licensee's boat/vessel becomes neglected or unsightly. Licensee shall be solely liable for the condition and safety of its boat/vessel. Although Licensor shall at no time have any liability for maintaining or monitoring the condition or safety of Licensee's boat/vessel, if Licensor discovers that Licensee's boat/vessel is in peril, or has placed other boats/vessels or person(s) at the Marina in peril,

Licensor may at its option render aid to the boat/vessel without liability for damages or loss of any kind. If Licensee's boat/vessel sinks, Licensee shall within ten (10) days be responsible for removal of its boat/vessel from the Marina and restoration of the Slip at Licensee's sole cost and expense and in compliance with all applicable laws and ordinances.

6. Insurance; Loss; Indemnity: It is mutually agreed that Licensor is not the bailee and shall not be responsible or liable in any manner for Licensee's boat/vessel or for the safekeeping or condition of its tackle, apparel, fixtures, equipment or furnishings. It is further agreed that Licensor and/or the Marina shall not be responsible or liable for any personal injuries or damages suffered by Licensee, Licensee's agents, contractors, employees, guests, invitees, or licensees arising from any cause whatsoever, upon Licensee's boat/vessel, or at the Marina. Licensee agrees to keep the premises surrounding the Slip neat, clean, orderly, and free from flammable substances. Licensee agrees to maintain in force during the term of this Agreement a "watercraft liability" insurance policy of protection and indemnity that provides comprehensive public liability insurance coverage against any property damage or personal injury liability arising out of ownership, use, occupancy or maintenance of Licensee's boat/vessel, the Slip and the Marina. The insurance policy shall be in the minimum amount of \$300,000 and shall name Licensor as an additional insured under the policy. Licensee shall supply a certificate of insurance to Licensor prior to the vessel arriving evidencing Licensee's compliance with the requirements of this provision and promptly provide renewal certificates as proof of continuing coverage while the boat remains moored in the Slip. Licensee agrees to indemnify, defend and hold harmless Licensor and/or the Marina, their agents, contractors, directors, employees, and officers, from any claims, loss, damage, liability or injury (including attorneys fees and costs) arising from or in any way related to Licensee's use of the Slip, the acts or omissions of Licensee, Licensee's agent's contractors, employees, guests, invitees or licensees, including without limitation, personal injury and/or property damage to Licensor or any third parties.

7. Parking: Licensee shall have the right to short term parking in the upland lot of the Marina. Vehicles parked in violation of the parking regulations will be towed at the risk and expense of Licensee. Licensor does not warrant the availability of parking within the parking areas.

8. Access: Licensor shall issue to Licensee two Key Fobs to provide access to the portion of the Marina in which the Slip is located. The Key Fobs shall be surrendered to Licensor upon termination of this license. Key Fobs shall remain the property of Licensor at all times, and Licensor may revoke the right of Licensee to use the Key Fobs if Licensee is in default under this Agreement. Licensee agrees to notify Licensor immediately if any Key Fob is lost or stolen. A non-refundable replacement fee of \$20 shall be charged for any lost or stolen Key Fob.

9. Warranties: Licensor makes no warranties, express or implied, as to the condition of the Slip or Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip and Marina for its intended purposes. Licensee acknowledges that he/she has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and accepts the Marina and Slip in its current condition.

10. Notices: Any notice by Licensor to Licensee shall be deemed to be given if and when it is personally

delivered to Licensee, e-mailed or deposited in the mail addressed to Licensee at the address set forth in Section 1. Licensee is responsible for informing Licensor of their most current mailing address, e-mail and phone numbers. Any notice by Licensee to Licensor shall be deemed to be given if it is signed by Licensee and deposited in the mail and addressed to Licensor at the address where Monthly moorage fees are paid.

11. Release and Hold Harmless: The Licensee, in consideration of being permitted to moor the Vessel at the Marina, releases and waives any and all claims, demands, causes of action, suits, judgments against Licensor for any loss, injury, death or damage to persons or property (including the Vessel) that may arise in any way from the moorage of the Licensee's Vessel at the Marina, including the negligence of Licensor. Licensee agrees to indemnify, defend and hold Licensor harmless from and against all claims, demands, causes of action, suits, judgments loss, costs, liability, damages and expenses, including Licensor's attorney fees and costs, for any loss, injury, death or damage to persons or property (including the Vessel) arising out of or in any way related to the moorage of Licensee's Vessel at the Marina, including the negligence of Licensor, and including, but not limited to (i) any default by Licensee of the terms and conditions of this license, (ii) the use of the Slip and Marina by Licensee and its guests, invitees, vendors, visitors and agents, (iii) acts, omissions or negligence of Licensee or its guests, invitees, visitors, agents, and vendors whether individuals or businesses, in or around the Slip or the Marina, or (iv) any claims by any other person by reason of loss, injury, death or damage to persons or property due to an act, occurrence or omission set forth in (i), (ii) or (iii) above. Licensee acknowledges that the Vessel and all personal property of Licensee is moored at Licensee's sole risk, and Licensor shall not be liable for any loss or damage.

12. Legal Compliance: Licensee shall be responsible for and shall promptly, upon demand, pay Licensor for any damage caused to Marina, or governmental property by Licensee, his boat, his crew, guests, invitees, employees or agents. Licensee shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the Marina: pay Marina for any damage, expense or liability incurred by Marina due to Licensee's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Licensee. If more than one person executes this Agreement as Licensee, their obligations 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. In the event that any action or other legal proceeding is brought to enforce any provision of this Agreement the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration.) This Agreement shall be governed by the laws of the State of Washington and the United States. The venue of any suit ensuing out of or related to this Agreement may, at the option of either party, be laid in or transferred to Kitsap County, Washington. If any provision of this license shall be found to be void, such determination shall not affect any other provision of this license.

13. Default, Remedies: In the event Licensee fails to comply with any terms or conditions of this Agreement, including the failure to pay the monthly rental or other charges due hereunder, Licensee shall be held to be in default of the Agreement and Licensor shall have the right to, at its option: (a) employ a salvage company and/or take possession of Licensee's boat/vessel, its tackle, apparel, fixtures, equipment and furnishings, by securing the boat/vessel to the Marina with chains, ropes, and locks, or by removing the boat/vessel and other property from the Marina, without advance notice; (b) terminate Licensee's rights under this Agreement upon five (5) days prior written notice; (c) foreclose the lien against Licensee's boat/vessel, its appurtenances and

contents, arising under this Agreement, under any applicable Law or statute, or otherwise, including without limitation a federal maritime lien against the boat/vessel as described under the Federal Maritime Lien Act, 46 U.S. C. 31342 and Rule 9(H) of the Federal Rules of Civil Procedure; (d) deem the boat/vessel abandoned by Licensee after it has been secured for thirty (30) days and then to sell the boat/vessel at auction; (e) commence a lawsuit against Licensee and therein seek all available equitable and legal remedies; (f) exercise all other rights and remedies available to Licensor, both in rem and personal, under both federal and state Law (including without limitation RCW 53.08.320 & 88.26.020 as amended); and/or (g) exercise all or any combination of the foregoing rights and remedies. Notwithstanding Licensor`s exercise of its rights under this provision, Licensor is not a bailee or warehouseman and shall not be liable to Licensee for the condition or safekeeping of Licensee`s boat/vessel. Licensor may bid all or part of the charges then owing at the sale and become a purchaser at the sale. If no one purchases Licensee`s boat/vessel, at auction, or if the boat/vessel is not removed from the Marina within ten (10) days after auction, then title to the boat/vessel shall transfer automatically to Licensor. The remedies provided in this provision are cumulative and are in addition to and not in lieu of any other remedies that Licensor may have by virtue or any ordinance, regulation, statute, or other law. In the event of a breach by Licensee of any of Licensee`s obligations under this Agreement, Licensee shall pay Licensor, in addition to any other amounts due hereunder, all auction, collection, removal, salvage, securement, storage, transport and other costs, charges, fees and expenses incurred by Licensor in connection therewith, including attorneys fees and costs, whether or not suit is instituted against Licensee.

14. Force Majeure. Licensor shall be relieved of its obligations under this Agreement if it is unable to perform such obligations because of any casualty to the Marina, strike, work stoppage, extreme weather conditions, utility service interruption, or other act of man or nature beyond the reasonable control of Licensor.

This Agreement constitutes the entire agreement between the parties. No amendments to this Agreement shall be valid or unenforceable unless in writing and signed by both parties.

We, the undersigned, understand each and every term and condition set forth above, and agree to comply with such terms and conditions as evidenced by our execution of this Agreement.

Dated: _____ Licensee / Signature: _____

Printed Name: _____

Dated: _____ Licensor / Marina: _____