



The Port of Port Townsend, PO Box 1180 Port Townsend, WA 98368 hereby grants to the undersigned Vessel Owner, or Authorized Representative Moorage will be granted on a month by month basis. The following terms and conditions will apply:

1. MOORAGE TENANCY. Upon arrival into a reserved berth, owner will be required to pay in advance the first month's moorage or a prorated amount along with the following month moorage. For Owners requesting a reservation, a deposit of the first month moorage is required and will be applied for the first month of stay. Payment is required at the time of booking. Reservation cancellations will require 30 day notice before the vessel's arrival date upon which the deposit is subject to forfeit.

2. PROOF OF OWNERSHIP AND INSURANCE. Winter monthly Tenants, at Tenant's sole expense, will procure and keep throughout the term of this Agreement, a Policy of Protection and Indemnity insurance covering the vessel with combined single limit coverage of at least \$300,000 with the Port of Port Townsend listed as additionally insured for personal injury, death or property damage resulting from any one occurrence. The limits of coverage mentioned above will not limit Tenant's liability under this Agreement.

It will be the responsibility of the owner to provide proof of ownership of the vessel of record, and shall be based upon one or more of the following:

- a) Documentation papers
- b) Washington State Registration
- c) Notarized Bill of Sale

In the event of the transfer of the vessel to a new owner, the berth remains with the original owner.

3. SPACE ASSIGNMENTS. The Port reserves the right to change space assignments as necessary for the efficient operation of the Marina or for other reasonable causes, including but not limited to, Marina repair and maintenance activities. In the event of such change, Tenant shall receive space as nearly comparable in location to the former space as is then available.

4. WAIVER OF RESPONSIBILITY. The Port does not accept the vessel designated for moorage/storage, and shall not be held liable in any manner for the safekeeping or condition of the vessel. The Port shall not be responsible or liable for any damage or loss to or of said boat, tackle, gear, equipment, or property either upon said vessel or upon the premises of the Port, from any cause whatever, or for injury to the Owner, his or her agents, or employees occasioned by any cause, upon the Port premises or adjacent thereto.

5. TERM. This agreement will be effective on the date of issued moorage and will remain in effect on a month-to-month basis. Either party may terminate the tenancy, with or without cause, upon providing two weeks written notice to the other.

6. ASSIGNMENT OF AGREEMENT. Owner shall not assign, sublease or transfer the agreement and/or berthage. Owner shall not use the berth for any commercial usage without the prior written permission of the Harbormaster. Use of the berth is personal to Owner, and a person purchasing the vessel assigned the below form owner will not thereby acquire rights under this agreement, or rights to use the berth designated in this agreement.

7. ELECTRICITY. Fee for base service and connection is due and payable upon time of service provided. If Owner is provided electrical service in excess of the base service, he or she shall pay for the excess service as billed for the same. Should electrical service bills remain unpaid for 30 days, the Port shall have the right to disconnect all power until such time as the Owner's account is paid in full. The Port does not guarantee the continuity or characteristics of electrical service and its compatibility with the vessel's electric circuit protector, if any or any effects or electrolytic action. All extension cords must be three wire grounded type of an adequate size to handle the amperage being used. Cord must be rated for outdoor marina use. Improper cords will be impounded by the Port and will be returned to the owner when a proper cord has been fitted.

8. BMPS AND POLLUTION. The vessel owner shall be held responsible for any pollution or violations to any BMP Rules and Regulations which may occur as result of his or her operations. Infractions to the environmental Laws and Regulations may result in fees, penalties or eviction. Lessee shall be held responsible for any and all costs, sanctions, or liabilities that may be imposed as a result of any such occurrence.

9. PORT REGULATIONS. This agreement is subject to Regulations as the same may be amended from time to time and the Regulations are hereby adopted by this reference as part hereof. It is condition of this Agreement that Owner shall abide by all Port rules as provided in said Regulations, and secure the compliance of his or her agents, guests, invitees, and employees therewith. The provisions of the Regulations are in addition to the provisions of this Agreement.

10. MAINTENANCE OF VESSEL. Tenant shall maintain the vessel with proper registry, identification and equipment as required by law, use safe practice and shall keep the vessel in running order, and in a secure, neat, clean and sanitary condition. Vessel owner shall provide the proper amount of fenders to avoid and cause no hazards, damage to the Port, other Tenants, or their property.

Tenant hereby certifies having read the Agreement's terms and conditions, and understands the provisions herein, and agrees to abide by the terms set forth:

Signature:

Date:

TENANT'S BILLING INFORMATION**ACCOUNT #**

NAME:

EMAIL:

ADDRESS:

HOME PHONE:

DAY PHONE:

EMERGENCY CONTACT:

PHONE:

VESSEL NAME:

ID NO.

INSURANCE:

REGISTRATION:

LOA:	BEAM:	VESEL TYPE:s SV: PV: FV:
LIVE-ABOARD: Y: N:	ELECTRICAL POWER Y: N:	METER #: START KW:

Slip No.

SUMMER RATES

WINTER RATES

FIRST MONTH

Monthly Moorage Fee:

Leasehold Tax:

Monthly Power/Flat Rate:

Power Connection Fee:

Liveaboard Fee:

Leasehold Tax:

TOTAL:

PAYMENT IN FULL IS DUE WHEN BILLED AT THE FIRST OF EACH MONTH, PAYABLE AT THE MOORAGE OFFICE. IN THE EVENT ANY FEE BECOMES 20 DAYS PAST DUE, THIS AGREEMENT SHALL TERMINATE, AND AN ADDITIONAL 1.5% OR \$10.00 PENALTY SHALL BE CHARGED ON ALL UNPAID BALANCES EACH MONTH. **Applicant does acknowledge having read, understands, and agrees to comply with the above noted procedures.**

TENANT (PRINT)

SIGNATURE

PORT AUTHORITY

DATE

RECEIPT NO.

TERMINATION SIGNATURE

DATE

EFFECTIVE DATE

(Last month of moorage tenant shall pay the nightly moorage rate or the monthly rate whichever is less)