

**PORT OF PORT TOWNSEND
MOORAGE TENANCY AGREEMENT**

The Terms and Conditions Appearing on the Back Hereof Are Part of This Agreement

Name of Owner(s):

Billing Address:

Home Address (street, city, state, zip):

Name & Phone of Business/Employment:

Home Phone:

Cell Phone:

E-mail Address:

Emergency Contact/Phone:

Vessel Name:

Vessel Make/Model:

Registration or
Documentation Number:

EXP Date:

LOA

Maximum Beam

Maximum Draft

Sanitation Type:

Holding Tank:

Porta-Potty:

MSD#:

Insurance Company/Agent:

Ins.Phone

Exp. Date:

Type
Check
One

Commercial

Charter

Pleasure

Other

TYPE:
(check one)

S/V

P/V

F/V

Other

Slip Size:

Slip Number:

Account Number :

Liveaboard?

Yes

No

Electrical?

Yes

No

Meter #:

Start Read:

Flat Electric:

Moorage Fee:		Notes/Comments:
Leasehold Tax:		
Base Electric Fee:		
Connect Fee:		
Liveaboard Fee:		
Leasehold Tax:		
Flat Electric:		
Other:		
Total:		Receipt Number:

Fees are due and payable in advance on the 1st of each month and are payable to the Port of Port Townsend. If full payment for monthly charges is not received within 20 days of the billing date, there shall be assessed a late charge as per Port Rate Schedule currently in affect, for each month a delinquency occurs.

Owner acknowledges having read, understands and agrees to the contents of this agreement, including all terms on the back of this page. Owner further acknowledges having read and being familiar with the Port of Port Townsend Moorage Regulations.

TERMINATION: 2 WEEK NOTICE IN WRITING REQUIRED TO TERMINATE.

Date:

Lessee:	Port of Port Townsend	
Print Name:	By: Print Name:	
Signature:	Signature:	
Driver's License #		
Terminated – Lessee Signature	Date:	Port Signature:

PORT OF PORT TOWNSEND MOORAGE TENANCY AGREEMENT

This agreement is entered into between the Port of Port Townsend herein referred to as "Port" and the undersigned hereinafter referred to as "Owner." The following terms covenants and conditions are the basis of this agreement.

1. MOORAGE TENANCY. The Port grants to Owner permission to moor at Port of Port Townsend as hereinafter designated, for the vessel designated below, on a month to month basis for the monthly sum designated, plus any applicable taxes and charges. This agreement shall not become effective until Owner pays the Port the initial monthly sum. Said fee shall be paid monthly to the Port in advance on or before the date designated, and each and every month thereafter until this agreement is terminated, and shall be payable at such place as the Port may hereinafter designate. Any unpaid fees will be subject to a late charge. In the event any fee becomes 60 days delinquent, this agreement shall be terminated and the moorage forfeited. Owner shall pay all charges applicable so long as the vessel is moored or stored at or by the Port. All sums are subject to change as made effective by the Port's posted Tariff. Owner acknowledges the Port's reserved right to change the Tariff from time to time. In the event that Owner has executed or may execute any other agreements with the Port, a default under such other agreement shall also constitute a default under this agreement.

2. PROOF OF OWNERSHIP. It shall 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 berthage remains with the original owner.

3. CHANGE OF VESSEL. If Owner intends to substitute a different vessel for that referred to, the Port gives no assurance that the berthage assignment designated will accommodate such other vessel or that another berthage assignment will be available. Therefore, no vessel shall be substituted for that referred to without the prior approval of the Port. If the vessel represented is moored in another berth, it will be subject to monthly moorage fees, unless specifically authorized by the Port.

4. PORT REGULATION. 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.

5. 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, guests, or employees occasioned by any cause, upon the Port premises or adjacent thereto.

6. ELECTRICITY. Fee for base service is due and payable as is the moorage fee provided for in paragraph #1 above. 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. Owner agrees to pay all connecting and disconnecting charges. 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 owner when a proper cord has been fitted.

7. MAINTENANCE. Marina premises adjacent to the berthage designated below have been inspected by Owner and are accepted by Owner in their present condition. Owner shall keep the berthage designated below and adjacent finger float neat and clean at all times, and shall not dump or discharge waste, petroleum products, garbage or other pollutants into the waters of the marina. Owner shall at all times comply with federal, state, county, and city ordinances and regulations, rules and special instructions issued by the Port of Port Townsend or it's agents.

8. USE. This agreement includes the right to moor Owner's vessel to the adjacent float. Use of this float is in common with others and Owner shall not place equipment, structures, or other items on the float, nor shall Owner alter, damage or otherwise disturb the float structure. No bumper materials shall be fastened to a float structure without the Harbormaster's prior written approval. Owner shall not maintain anything that may be dangerous to life, or limb, or permit any objectionable noise or odor on his or her boat, marina premises or premises adjacent thereto, or permit anything to be done on said premises which in any way will tend to create a nuisance or to disturb any other vessel owner, guest or Owner, of the Port.

9. TRESPASSERS. The Port is not responsible for unauthorized persons using the berthage herein assigned or for the removal of such persons and their vessels therefrom.

10. ASSIGNMENT AND TRANSFER. Owner shall not assign, transfer or sublet this agreement and/or berthage. Use of the designated berthage is personal to Owner and a person purchasing the vessel or any partnership or other interest therein from the Owner will not thereby acquire rights under this agreement. Failure of Owner to keep title to the vessel documented or registered under applicable Federal, State or foreign law and regulations exclusively in the name of Owner shall constitute a violation of this agreement subject to the termination provisions of paragraph 13 below. The Port may make the berthage designated below available for use by others for any period of time of its non-use by Owner. So far as practicable, Owner should notify the Port in advance if his or her berthage will not be used for any period of time.

11. REASSIGNMENT. Moorage may be reassigned, at the option of the Port, to other berths or spaces with the Port to accommodate repairs, improvements,

maintenance, constructions, emergencies, or when otherwise desirable in the Port's option. In the event of reassignment, Owner shall receive a new berth or space as nearly comparable in location to the former berth as is available.

12. EMERGENCY AUTHORITY. In the event the Owner's vessel, or a vessel in an adjacent berthage is, in the sole judgement of the Port, subject to loss, destruction, or damage from any cause, the Port deems to endeavor to prevent any such loss, destruction or damage, including removing the vessel to dry land storage. Dry land storage fee and the cost of haul-out will be charged to Owner's account. Any cost so incurred by the Port shall be for the order of the Owner and the Owner shall hold the Port harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures as contemplated by this paragraph and/or for the purpose of incurring any expenses as therein above contemplated, the Owner does hereby hold the Port harmless from any loss, destruction, or damage to the vessel described herein and personal property located thereon. The authority granted in this paragraph shall be exercised only at times when, in the sole judgement of the Port, an emergency is deemed to exist, and such authority may be carried without notice to the Owner.

13. TERMINATION.

A. Notice of Termination. The parties acknowledge that this moorage agreement creates a month-to-month tenancy only, and that no assurances have been given for a longer term. Either party may terminate the tenancy, with or without cause, upon giving fifteen (15) days written notice to the other.

B. Termination by Port. Notwithstanding the mutual 15-day notice of termination provision in sub-paragraph A above, if the Owner shall fail to keep and perform any of the terms, covenants, or conditions herein contained or made reference to, and shall fail to remedy any such default within 10 days after written notice by the Port to the Owner, or make any false disclosure herein, the Port may at it's option declare this agreement cancelled and forfeited, and the Owner's right to possession ended, without further notice to Owner and may re-enter said berthage and adjacent float without process of law, using force as may be necessary to remove all chattels therefrom and the Port shall not be liable for any damage by reason of such re-entry for forfeiture. All notices to Owner shall be considered delivered to Owner upon such notices being deposited in the United States mail, postage paid, addressed to the Owner at his or her address set forth in this agreement.

C. Costs and Attorney Fees. In the event it becomes necessary for the Port to employ an attorney to enforce or interpret any of the terms of this agreement or to collect any sums owing hereunder or to enforce compliance by the Owner with any of the Port's Regulations or other laws governing this moorage agreement and Owner's use of the moorage, Owner agrees to pay all reasonable attorneys fees and other expenses incurred by the Port. Termination of this Agreement by the Port shall not prejudice the right of the Port to collect all sums owing to the Port which were incurred prior to the effective date of termination or occupancy, whichever is later.

14. FIRST MONTH PRORATED. The Port will prorate the first month only. See Port Rules and Regulations for definition.

15. AUTHORITY GRANTED. Owner hereby grants the Port and it's agents and employees free access at all times to the vessel for purposes of inspection for compliance with this agreement, movement of the vessel pursuant to paragraph 12, fighting of fire or other casualty or, in the discretion of the Port, preventing any casualty or potential hazard. However, as provided in paragraph #5, the Port does not assume any responsibility for the vessel on the basis of the foregoing rights.

16. ADDITIONAL REMEDIES PRESERVED. The parties acknowledge and agree that the rights and remedies granted to the Port under this Agreement are in addition to all rights and remedies authorized by law, including, without limitation, the statutory moorage regulations and lien foreclosure provisions set forth in RCW 53.08.320, the Wharfinger Lien provisions of RCW Chapter 60.36 and/or any other statutes which now or hereafter govern the operation of moorage facilities. Owner expressly acknowledges that those statutes grant the Port certain lien rights against Owner's vessel to secure all moorage and other charges assessed by the Port.

17. TIME OF THE ESSENCE. Time is of the essence of this agreement.

18. PARAGRAPH HEADINGS. The captions and paragraph headings in this agreement are for the convenience of the parties only and do not limit, restrict or otherwise amend the text language of a sentence or paragraph.

19. INVALIDITY OF PARTICULAR PROVISIONS. If any terms or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than as to which is held invalid or unenforceable shall not be effected thereby and shall continue in full force and effect.

20. TOTAL AGREEMENT. This agreement expresses the complete understanding of the parties hereto. No modification or amendment of this agreement shall be valid unless evidenced in writing signed by both parties.

21. DISCLOSURE. The Owner warrants that the following information relative to the vessel to be moored at said berthage and those associated with its ownership and operation is correct.

22. ACCEPTANCE OF AGREEMENT. Signature of Owner on Application for berthage shall constitute applicant's admission of his familiarity with these Regulations and agreement to comply with same.

Tenant Initial

Tenant Initial