



### Shelter Bay Marina Moorage Lease

1000 Shoshone Drive, WA 98257 (360)466-3805, FAX (360)466-4733

**SHELTER BAY MARINA**, also known as Shelter Bay Community, Inc., hereinafter referred to as "Lessor", grants to the undersigned boat owner or his duly authorized representative, hereinafter referred to as "Lessee", berth space at the Marina for the boat designated below on the following terms and conditions:

1. **TERM.** This Lease Agreement shall become effective \_\_\_\_\_ and remain in force for a period of \_\_\_\_\_ months, and subsequently continue on a month to month basis unless both parties voluntarily agree to an earlier termination. Thirty (30) days written notice required for termination, except as modified in 3 below.
2. **LATE FEE AND INTEREST.** Lessor may impose a late fee of twenty-five dollars (\$25.00) on the account becoming delinquent for the preceding billing cycle. Upon becoming delinquent, interest on the principal amount of the account balance will accrue at the rate of one and one-half percent (1.5%), from the date the balance was due until paid in full.
3. **DEFAULT.** If any rents or any part thereof shall be and remain unpaid when the same become due, PAYMENT DUE ON THE 1<sup>ST</sup> OF THE MONTH, Lessor may, without any advance notice, take possession of the boat, it's tackle, apparel, fixtures, equipment, and furnishings and may retain such possession until all rents and other charges then owing and any charges which shall thereafter have accrued to Lessor are fully paid. In addition, in event Lessee violates any of the terms of this Agreement, Lessor may on five (5) day written notice mailed to Lessee's billing address stated below, terminate Lessee's right to further berthage under this Agreement but without prejudice to Lessor's right to collect rental and utility charges under this agreement until such time as the vessel is removed from Lessor's moorage. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which Lessor may have by virtue of statute or otherwise in any action or proceeding for the collection of any sums that become payable hereunder. Lessee agrees to pay to Lessor, in addition to the unpaid balance due, an amount equal to the charge for said collection, not exceeding fifty percent (50%) of the unpaid balance due as liquidated damages. If by reason of any act on part of the Lessee, it becomes necessary for Lessor to employ an attorney, the Lessee agrees to pay in addition to the aforesaid collection charge, all reasonable attorneys' fees incurred by Lessor.
4. **UTILITIES & SERVICES.** Lessee agrees to pay for all electricity and other utilities or services which may be furnished to the boat at the established rate provided by the then applicable Schedule of Rates posted by the Marina, or if not covered by such posted Schedule, as established by others. The Lessor does not guarantee continuity of utility services and its compatibility with the boat's electric circuit protector, if any.
5. **LIMITATION OF LESSOR'S LIABILITY.** Lessee acknowledges inspecting the berthing space leased herein and is satisfied that the berthing space is adequate for safe mooring of the vessel. THIS CONTRACT IS NOT A BAILMENT OF THE LESSEE'S BOAT BUT A LEASE OF BERTHING SPACE. IT IS MUTUALLY AGREED THAT THE LESSOR DOES NOT ACCEPT LESSEE'S BOAT FOR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, APPAREL, FIXTURES, EQUIPMENT AND/OR FURNISHINGS. Lessee understands that Shelter Bay Marina is located within a private residential area whose common facilities are owned and controlled by Shelter Bay Community, Inc. It is further agreed that Lessor and/or the Community will not be liable or responsible for any personal injuries, property damage, economic or consequential damage suffered by Lessee or agents, invitees, or employees arising out of any acts or omissions of the Lessee, agents, invitees or employees. Lessee agrees to keep the floats adjacent to the berth neat, clean, orderly, and free from all flammable substances. Lessee agrees to indemnify and hold the Lessor and/or the Community harmless from any loss, damage, or injury resulting from the acts or omissions of Lessee, agents, invitees or employees.
6. **COMPLIANCE WITH LAWS AND REGULATIONS.** Lessee agrees to comply with all applicable Federal, State, and local laws, statutes and ordinances, and the attached Shelter Bay Marina Rules and Regulations. Lessee bears the responsibility for knowing and understanding any updates to the applicable laws and regulations. Lessee will not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor on the 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 tenant. No commercial, time-shared, or corporate-owned vessels are permitted. Only vessels that are privately-owned or in the care of a boat sales brokerage firm are eligible for a berth hereunder. Lessee agrees to allow Lessor or its agent free access at all times to his boat or tackle for the purpose of inspection, fighting fire or remedying or preventing any casualty or potential hazard, mooring or moving of boat in an emergency or for routine dock maintenance or construction. Lessor will attempt to contact Lessee prior to moving vessel if time permits. Further, the Lessee agrees to abide by rules and regulations for the Shelter Bay Marina as established by the Community.

**LESSEE** \_\_\_\_\_

**BERTH ASSIGNED** \_\_\_\_\_



- 7. ASSIGNMENT OF AGREEMENT AND/OR BERTH.** Lessee shall not assign or transfer this Agreement or any interest therein, or any interest in the berth designated by this Agreement without the prior written permission of the Lessor. Use of the berth is personal to Lessee, and a person purchasing the boat designated below from Lessee will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.
- 8. INSURANCE.** At all times during the term of this lease, Lessee shall carry liability insurance in full force and effect with companies authorized to do business in the State of Washington, providing limits of at least \$500,000 per occurrence for combined bodily injury and property damage. The insurance shall cover damage done to the berth, the Marina, and any other boats or equipment. Lessee shall not be entitled to moor the vessel at the berth until evidence of insurance satisfactory to Lessor has been provided by Lessee. A Certificate of Liability Insurance shall be provided with Shelter Bay Community, Inc. named as the Certificate Holder, and shall be mailed to: Shelter Bay Community, Inc., 1000 Shoshone Drive, La Conner, WA 98257.
- 9. CUMULATIVE REMEDIES, NO WAIVER.** Lessor’s rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a violation of this lease shall be construed as a waiver or forbearance of any other or subsequent violation, and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other violation exists shall not constitute a waiver of the right to demand payment of all other amounts owned or a waiver of any other violation then or thereafter existing.
- 10. ENTIRE AGREEMENT/AMENDMENTS.** This constitutes the entire Agreement between both parties. No modification or amendment of this Agreement shall be valid unless evidenced in writing and signed by both parties.

**LESSEE’S NAME** \_\_\_\_\_ **LOT#** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**PHONE (Home)** \_\_\_\_\_ **PHONE (Alternate)** \_\_\_\_\_

**EMERGENCY CONTACT NAME** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**BOAT MANUFACTURER AND MODEL** \_\_\_\_\_

**BOAT NAME AND/OR NUMBER** \_\_\_\_\_  **POWER**  **SAIL**

**BOAT LENGTH (Including all Overhangs)** \_\_\_\_\_ **BEAM** \_\_\_\_\_ **DRAFT** \_\_\_\_\_

**BERTH ASSIGNED** \_\_\_\_\_ **SIZE** \_\_\_\_\_ **RATE** \_\_\_\_\_

**DATE OF OCCUPANCY** \_\_\_\_\_ **AMOUNT RECEIVED** \_\_\_\_\_

Received copy of current registration  Received proof of insurance  Rules and Regulations attached

**ACCEPTED BY:**

**LESSEE**  
\_\_\_\_\_

**SHELTER BAY COMMUNITY, INC.**  
\_\_\_\_\_

**DATE** \_\_\_\_\_

**DATE** \_\_\_\_\_

Key Fob # \_\_\_\_\_