

**PORT OF PORT ANGELES**  
P.O. Box 1350 - Port Angeles, WA 98362

This is a rental agreement between the PORT OF PORT ANGELES, P.O. Box 1350, Port Angeles, WA 98362 hereinafter called the "Port" and, \_\_\_\_\_, the undersigned boat owner, hereinafter called "Lessee", concerning Lessee's renting from the Port certain berthage space at the Port's marinas.

IN CONSIDERATION OF THE MUTUAL TERMS AND CONDITIONS SET FORTH HEREIN, PORT AND LESSEE AGREE AS FOLLOWS:

**1. Berthage Space.** Port leases to Lessee berthage space identified as:

Float \_\_\_\_\_ Berth \_\_\_\_\_ Boathouse \_\_\_\_\_

**2. Rent.** For such berthage space, Lessee agrees to pay rental as designated below.

**2.1. Monthly Rate.** The rent per month shall be \$ \_\_\_\_\_ provided, however, that said monthly rate may be changed by the Port Commission at a regularly scheduled Commission meeting; all payments payable in advance no later than the 15th day of the month.

**2.2. Written Notice of Cancellation.** Lessee must provide written notice of cancellation ten (10) days prior to effective date.

**2.3. Moorage Agreements** shall be for a minimum of one month.

**2.4. First Month Pro-rated.** If moorage starts before the 15<sup>th</sup> day of any month, Lessee shall pay a full month's rent for that month. If moorage starts after the 15<sup>th</sup> day of any month, Lessee shall pay one-half month's rent for that month.

**2.5. Final Month Pro-rated.** If termination date is on or before 15th of month, Lessee shall pay one-half month's rent for that month. If termination date is after 15th of month, Lessee shall pay a full month's rent for that month.

**3. Insurance:** In accordance with the requirements of RCW 53.08.480, all persons who berth or store a vessel at the Marinas shall provide to Marina staff proof of marine insurance which, at a minimum, demonstrates insurance coverage for general, legal and pollution liability, subject to the following requirements:

**3.1 Private Vessel.** For all private, non-commercial vessels, the required insurance shall have liability limits of at least \$300,000 per occurrence.

**3.2 Commercial Vessel.** Commercial vessels are vessels engaged in charter, tour, launch, shuttle services, or similar activities involving the transportation of passengers for hire, or where the general public is invited to the Marinas. In addition to the requirements for non-commercial vessels, commercial vessels shall provide proof of commercial vessel insurance with protection and indemnity liability coverage for the vessel, crew, and passengers, with limits of at least \$1,000,000 per occurrence.

**3.3** The Port must be listed as an Additional Insured on all insurance policies required by this subsection [if the vessel is berthed for sixty (60) days or more].

Driver's License # \_\_\_\_\_

Keycard #(s) \_\_\_\_\_

**LESSEE'S VESSEL IDENTIFICATION**

Hull I.D. No. \_\_\_\_\_

Vessel Name \_\_\_\_\_

Vessel Home Port \_\_\_\_\_

Vessels Country or State of Registration and number

\_\_\_\_\_

Type \_\_\_\_\_

Length \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

Proof of Vessel registration, (attached).

Check one:  USCG Documentation  
 State Registration  
 Exemption Affidavit  
 Written Statement of intent to Register

Electrical Services: \_\_\_\_\_ amps

Dock Box \_\_\_\_\_

**LESSEE**

Agreement Accepted \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_

Cell phone # \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Co-owners (identify or indicate none)

\_\_\_\_\_

\_\_\_\_\_

Local Contact \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone # \_\_\_\_\_

**PORT OF PORT ANGELES**

By \_\_\_\_\_

Date \_\_\_\_\_

Time \_\_\_\_\_

\_\_\_\_\_

Attest Lessee: (Legal Owner)

\_\_\_\_\_

**(Continued on reverse side)**

I have read reverse side \_\_\_\_\_ initials

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**3.4** The vessel owner or operator shall supply a Certificate of Liability Insurance form, or other documentation verifying the vessel's insurance coverages, to the Marina office at the time moorage is granted, and then annually thereafter. In addition to the foregoing, the moorage customer agrees to provide evidence of the insurance required by this subsection upon reasonable request by Marina staff. It is the responsibility of the vessel owner to update the Port of Port Angeles with a current Certificate of Liability Insurance form on an annual basis. Failure to provide satisfactory evidence of the insurance required by this subsection may be grounds for denial or termination of moorage and all related privileges at the Port of Port Angeles.

**4. Access:** The Port's marinas are open to the public from 8AM to 5PM daily. Tenants will be issued one keycard per moorage slip for after hour's access to secured marina facilities. Use of key cards is for the use of the tenant and immediate family members only. Use of security access cards at Port of Port Angeles marinas is recorded in a computer database.

**5. Electricity.** In addition to rent, Lessee agrees to pay for electric service provided to the Lessee. The Port Commission will establish rates for such electricity. Lessee agrees to pay such electricity billing within fifteen (15) days of billing. **ALTHOUGH THE PORT IS BILLING FOR THE ELECTRICITY, THE PORT IS NOT IN THE BUSINESS OF PROVIDING ELECTRICITY, SAID ELECTRICITY BEING PROVIDED BY THE CITY OF PORT ANGELES. ACCORDINGLY, THE PORT DOES NOT WARRANT NOR GUARANTEE THE CONTINUITY OR CHARACTERISTICS OF ELECTRIC SERVICE OR ITS COMPATIBILITY WITH A BOAT'S ELECTRIC CIRCUIT PROTECTOR, IF ANY.**

**6. Port's Rights upon Non-Payment.** In the event the monthly rental and other charges which shall have accrued in favor of the Port of Port Angeles in the amount of two billing periods shall not be paid the Port may, with notice as provided in the Port's posted Rules and Regulations, take possession of the boat, its tackle, fixtures, equipment and furnishings, and may retain such possession until compliance with all release terms as provided in the Port's Rules and Regulations. Costs for removal of the vessel and all equipment from the berth and water are for the account of the Lessee. During this period, or at any time when said vessel and equipment is in dry storage, the Port of Port Angeles shall not be liable in any manner for the safekeeping and condition of the same and is not responsible therefore as a warehouseman. The remedy thus provided in this paragraph is in addition to and not in lieu of any other remedies which the Port may have by virtue of statute or otherwise.

**7. Relationship of Parties.** Under normal use of the moorage it is mutually agreed that the Port does not accept the boat for storage, shall not be held liable in any manner for the safekeeping or condition of the same, and is not responsible therefore as a warehouseman, but that the relation between the parties is simply that of a Lessor and Lessee of berthage space. It is further understood and agreed by the Lessee the Port will not be held responsible or liable for any damage or loss to or of the said boat, its tackle, gear, equipment or property either upon said boat or upon the premises of the Port, from any cause whatever, or for injury to the Lessee or invitees occasioned by any cause upon the Port premises or adjacent thereto, unless occasioned by the Port's negligence.

**8. Condition of Berthage Space.** The Lessee will keep the rented space neat, clean, orderly and free from all inflammable substances, and will at all times preserve the space in as good condition and repair as the same now is or may hereafter be put to, reasonable use and wear, damage by fire or the elements excepted. Lessee shall comply with all Federal, State and local laws.

**9. Modifications.** Approval must be obtained in writing from the Port of Port Angeles prior to any modifications, additions, alterations, renovation or restoration of any slip or moorage within the boat haven.

**10. Duration.** This Berthage Agreement shall be on a month-to-month basis.

**11. Port Commission.** The Port Commission shall have the continuing right to review, amend and modify the terms and conditions of this Berthage Agreement; provided, however, that all changes in this Agreement shall be made by the Port at a scheduled Port Commission meeting. Any such changes adopted shall become effective for this Agreement in the month following the month of the adopted changes of Rules and Regulations as adopted by the Port of Port Angeles.

**12. Berth Re-assignment.** The Port reserves the right to temporarily assign or permanently reassign Lessee's boat to other berths and spaces in the boat haven to accommodate repairs, improvements, maintenance, construction, emergencies or where necessary to permit maximum efficient public utilization of the Port's boat haven facilities.

**13. Non-waiver.** Nothing contained in this Agreement shall be construed as a waiver by the Port of any rights and privileges created by this Agreement or a waiver of any right which the Port may have against Lessee or Lessee's vessel or boat. Nothing contained herein shall constitute a waiver by the Port of its right to arrest any vessel or boat to enforce a maritime lien under Federal Law or a waiver of any other right or remedy under the laws of the State of Washington.

**14. Port Rules and Regulations.** Lessee further understands that the Port has issued and may continue to issue such rules and regulations for the boat haven and harbor area as the Port Commission may, in its judgment, deem reasonable and necessary. Lessee further agrees to abide by and follow such rules and regulations, which are by this reference incorporated herein and made a part hereof.

**15. Termination.** Lessee understands that failure to comply with the terms of this Agreement, including timely payment, or with the Port's Rules and Regulations may result in termination of this Agreement. The Port shall send written notice of termination to Lessee's last known address. Lessee shall vacate the berthage space within seven (7) days of notice being mailed unless the vessel has been secured as provided in paragraph 4 above. Failure to vacate the berthage space when required may result in the vessel being moved ashore by the Port. Any expenses associated with such removal and storage shall be at Lessee's expense.

**16. Attorney Fees.** Should it become necessary for the Port to institute litigation to enforce the terms of this Agreement, including the Port's Rules and Regulations, then all expenses incurred, including reasonable attorney fees and court costs, shall be awarded to the prevailing party.

**17. Paragraph Heading.** 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 any paragraph.

**18. Notice to Lessee.** Billings and notices to Lessee will be mailed to Lessee at Lessee's address set forth below. If Lessee moves, or desires to have billings and notices sent to another address, Lessee shall notify Port in writing of the new mailing address. All billings and notices shall be deemed sent to Lessee upon first class mailing by Port.