

DAGMARS MARINA, L.L.C

1870 Ross Avenue • Everett, Washington 98201 • (425) 259-6124 or (425) 745-2275

BERTHING SPACE RENTAL AGREEMENT
(Four Month Minimum Lease)

OWNER'S NAME:
Address: City: State: Zip:
Telephone: (Primary) (Alternative)
Place Employed:
Boat Name: Boat No.:
Length: Powerboat: Sailboat:
Manufacturer's Model: Trailer License No.:
Berth Assigned: Inboard, Outboard or I/O:
Monthly Rate: Date of Occupancy:
Fee Paid (1st Full Month) \$
Damage/Security Deposit \$
Trailer \$
Other \$
Total \$ Date:

DAGMARS MARINA, L.L.C., hereinafter referred to as "Marina," grants to the undersigned boat owner or their duly authorized representative, hereinafter referred to as "Owner," berth space at the marina for the boat designated above on the following terms and conditions:

- Berth Fees. To obtain a berth, Owner agrees to pay in advance the monthly fees provided by the Marina's posted Schedules of Rules, Regulations and Charges applicable to all berths at the marina. The Marina reserves the right to change this Schedule from time to time and Owner hereby agrees to comply at all times throughout the period of this Agreement with the Schedule as it may be changed. Failure by Owner to pay fees and all other charges provided in the Schedule on time in accordance with the Agreement will result in loss of berth and may result in other actions by the Marina as outlined below in Paragraph 4. This Agreement shall not become effective until Owner pays the Marina the commitment fee.
- Berth Changes. The Marina reserves the right to change berth assignments as necessary for the efficient operation of the Marina or for other causes.
- Utilities & Service. Owner agrees to pay for all electricity and other utilities or services which may be furnished to their boat at the established rates provided by the Marina, or if not covered by such a posted Schedule as established by the Marina. The Marina does not guarantee continuity of utility services to a boat and specifically with regard to electric services, does not guarantee the continuity or characteristics of such services and its compatibility with the boat's electric circuit protector, if any.
- Grant of Security Interest; Default; Remedies. a.) Security Interest. Owner hereby assigns, pledges and grants to Marina a security interest and lien in and upon all of Owner's right, title and interest in the boat identified above (the "Boat") and upon all boat trailers, gear, tackle, apparel, fixtures, equipment, furnishings and other personal property of any kind or type within, upon, or attached to the boat or berthing space (collectively, "Owner's Property"), and proceeds thereof, to secure the payment and performance of all obligations of Owner pursuant to this Agreement. Owner agrees that, upon request, Owner will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Marina may reasonably request, in order to perfect and protect any security interest or lien granted hereby or to which Marina may be entitled pursuant to applicable law or regulation, including without limitation such instruments or documents as may be necessary to place Marina's security interest or lien upon the certificate of title, if any, for the Boat and/or boat trailer. b.) Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Owner: (i) Failure of Owner to pay any amount when it becomes due, including without limitation berth fees, late fees, and charges for utilities and services.; (ii) Failure by Owner to perform any of the covenants, conditions and terms of this Agreement required to be observed or performed by Owner (other than payment of monies due) where such failure continues for a period of seven (7) days after written notice by Marina. c.) Remedies. In the event of default by Owner, and notwithstanding any other provisions of this Agreement, Marina shall be entitled to exercise any one or more of the following remedies, which shall be cumulative and not exclusive: (i) An impound fee of \$100.00 will be charged on accounts sixty (60) days or more past due. (ii) Interest equal to the lesser of 1.5% per month (18.0% per annum), or the maximum rate permitted by law, will be charged, without notice, on all past due account balances; (iii) Marina may take possession of or secure, and sell at auction, the Boat and/or Owner's Property in accordance with Chapter 88.26 RCW, as amended, or any other applicable law or regulation. (iv) Marina may terminate this Agreement and demand immediate removal of the Boat and Owner's Property, effective immediately upon written notice to Owner, without prejudice to Marina's right to collect all amounts due or coming due, including without limitation berthing fees accruing through the month in which the Boat and Owner's Property are removed from the Marina premises. Unless and until notice of termination is given, or the Boat and/or Owner's Property are sold or disposed of pursuant to subsection 4.c.(iii) above, this agreement shall remain in effect and berth fees and other charges due or coming due under this Agreement shall continue to accrue; (v) Marina may commence legal proceedings for recovery of all amounts owing; (vi) Marina shall be entitled to recover all costs, expenses and disbursements incurred by reason of Owner's default, including without limitation any such costs, expense and disbursements incurred to take possession of or secure the Boat and/or Owner's Property and/or to sell same at auction, returned check fees, collection agency fees, and reasonable attorneys' fees, whether incurred in a court of general or limited jurisdiction, in any bankruptcy or insolvency proceeding, on appeal or review, or incurred without action, suits or proceedings; and/or (vii) Such other and further remedies as may be available to Marina pursuant to then applicable law or regulation, or in equity. Neither acceptance of payment nor any other act or omission shall operate as a waiver of any past or future violation, breach or failure of Owner to keep or perform any covenant, agreement, term or condition hereof, or to deprive Marina of any right or remedy hereunder.
- Use of Space at Owner's Risk; Limitations of Marina's Liability. Boat Owner acknowledges that they have inspected the berthing space leased herein and satisfied themselves that the berthing space is adequate for safe mooring or berthing of their vessel. Owner agrees to notify the Marina of any defect or unsafe condition observed by Owner after the date of this Agreement. This contract is not a bailment of the boat Owner's boat but a lease of berthing space and such space is to be used at the sole risk of the Owner. It is mutually agreed that the Marina does not accept Owner's boat for storage and shall not be liable or responsible for the care, protection, and safekeeping of the boat, including, its gear, equipment and content, nor for any loss or damage of whatever kind. The Owner agrees to relieve the Marina, its personnel and equipment from all responsibility for damages that may occur while they are handling the Owner's boat upon their request. In the event special handling circumstances exist for the Owner's particular boat (i.e. tilt limitation, extraordinary fragile locations on the hull, etc.), it is Owner responsibility to notify the Marina or assume all risk. The Owner also acknowledges the special hazards of keeping a wooden boat out of the water for a prolonged period of time. Furthermore, the Boat Owner acknowledges and accepts the damage that can occur to a core-filled boat held in dry berthing. Owner acknowledges that logs and other debris frequently come down the River and assumes all responsibility for and risk of damage arising in connection with Owner's usage of the temporary moorage docks in the river adjacent to the launching ramps at the Marina. It is further agreed that the Marina will not be liable or responsible for and Owner assumes all risk of personal injury, death, damage or injury to property suffered by Owner, their family, agents or invitees arising from any cause, including loss or damage by theft, vandalism, fire, flood, windstorm, act of God or otherwise, whether occurring upon the boat, Marina premises or premises adjacent thereto. Hereto, it being agreed that the Boat Owner, for Owner's own protection, shall carry insurance with maximum liability limits available covering the risk aforesaid and the Marina shall have the benefit of such insurance in all aspects if it were a named insured. Owner agrees to keep the premises adjacent to the berth clean, neat, orderly and as free as possible from all inflammatory substances. Owner agrees to indemnify and hold the Marina harmless from any theft or property loss, damage or personal injury (including death) resulting from the acts or omissions of the Owner, their agents, invitees, or employees and from and against all claims, actions, proceedings, damages and liabilities, including attorneys fees, arising from or connected with Owner's possession and use of the leased berthing space.
- Compliance with Laws & Regulations. Owner agrees to comply with all applicable Federal, State and local Laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the Marina or its agents. Owner will not maintain anything that may be dangerous to life or limb, or permit any objectionable noise or odor on their 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 boat owner, guests, or lessee of the Marina. No cars/trucks/trailers shall be stored on-site adjacent to Owner's boat. No garbage, trash, oil, fuel, debris, or other material, liquid or solid, shall be deposited in the water or on the land areas of the Marina, except into containers provided for that specific purpose. Waste oils must be poured into special containers provided for that specific purpose. Discharge of sewage from toilet facilities on boats while in the Marina area is prohibited. Pets must be kept on a leash in all areas of the Marina. Posting of signs in the Marina area shall be subject to the approval of the Marina. Boat gear carts shall immediately after use be returned by the user to their proper storage area. Owner will allow the Marina or its agents free access at all times to their boat for the purpose of inspection, moving their boat, mooring or removing their boat, fighting fire or remedying or preventing any casualty or potential hazard.
- Assignments of Agreement and/or Berth. Owner shall not assign, sublease or transfer this Agreement or any interest therein, or any interest in the berth designated by this Agreement, and Owner shall not use that berth for any commercial purpose without the prior written permission of the Marina's Operation Manager. Use of the berth is personal to Owner, and a person purchasing the boat designated above from Owner will not thereby acquire rights under this Agreement, or rights to use the berth designated in this Agreement.
- Term. This Agreement shall become effective on the date stated above, and owner may not terminate this Agreement prior to fulfilling this four (4) month minimum term. Early termination of this agreement by Owner will result in the forfeiture of Owners security deposit. Thereafter, terminating requires a ten (10) day written notice given by either party to the other. Owners account is required to be paid in full prior to termination of contract and removal of boat from Marina premises.
- This Marina is a Flood Fringe Zoning Designation. The dike elevation is 12.0 feet and the storage elevation is 4.2 feet.
- Boat Owners are responsible for removing drain plugs while boat is in storage so that rain water will not collect in bilges and for having drain plugs in place when requesting a launch. Owners are also responsible for having trim tabs and out drives in the up position prior to any boat movements.
- Living aboard boats while in the Marina is prohibited.
- Entire Agreement - Amendments. This Constitutes the entire agreement between the parties. No modifications or amendments of this Agreement shall be valid unless evidenced in writing and signed by both parties. Signature of boat owner on Berthing Space Rental Agreement shall constitute Owner's admission of their familiarity with the above items and their agreement to comply with same.

By: Date:
DAGMARS MARINA
By: Date:
BOAT OWNER