

# ELLIOTT BAY MARINA MOORAGE LICENSE AGREEMENT

This License is made between **ELLIOTT BAY MARINA, INC.** ("EBM") and the undersigned Licensee under the following terms and conditions.

## 1. Basic License Terms.

Licensee: \_\_\_\_\_  
(Last, First, M.I.)

Pier/Slip: \_\_\_\_\_ Slip Size: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commencement Date: \_\_\_\_\_

Status: \_\_\_\_\_

SYC Member  Yes  No

Email: \_\_\_\_\_

Monthly Lic. Fee: \$ \_\_\_\_\_

Email statements  Yes  No

Security Deposit: \$ \_\_\_\_\_

Spouse/Partner: \_\_\_\_\_

Total Reservation Amount: \$ \_\_\_\_\_

Phone: Home (\_\_\_\_\_) \_\_\_\_\_

Monthly Charge Includes:

Work (\_\_\_\_\_) \_\_\_\_\_

Base Moorage Rate \$ \_\_\_\_\_

Other (\_\_\_\_\_) \_\_\_\_\_

Utility Fee \$ \_\_\_\_\_ per month,

Emergency Name: \_\_\_\_\_

plus Elec. @ City Light Rates.

Emergency Phone: \_\_\_\_\_

Indian Treaty Surcharge: \_\_\_\_\_%

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

DNR Land Lease Fee: \$ \_\_\_\_\_/ft.

Manuf.: \_\_\_\_\_

Where did you hear about Elliott Bay Marina?

Model: \_\_\_\_\_ Mfg. Yr: \_\_\_\_\_

Document/St. Reg#: \_\_\_\_\_

Overall Length: \_\_\_\_\_ Beam: \_\_\_\_\_

Draft: \_\_\_\_\_ Hull Color: \_\_\_\_\_

Vessel Ins. Co.: \_\_\_\_\_  
(Include Copy of Policy)

Expiration Date: \_\_\_\_\_

Policy Number: \_\_\_\_\_

**License Agreement is contingent upon receipt of proof of insurance & verification of overall boat length.**

## 2. License.

EBM grants a license to Licensee to use the Slip for moorage of the Vessel.

## 3. Term.

The term of this license shall be month-to-month. If the Commencement Date is other than the first day of the month, the initial term shall be a partial month.

## 4. Monthly License Fee.

Licensee shall pay EBM in advance, on or before the first day of each month, the Monthly License Fee set forth above. All payments shall be made at **Elliott Bay Marina, Inc., P.O. Box 749759, Los Angeles, CA 90074-9759**, or at such other address as EBM may designate. If the Commencement Date is other than the first day of the month, the Monthly License Fee shall be prorated for the initial month. EBM may revise the Monthly License Fee effective on the first day of any month upon not less than 30 days' advance written notice to Licensee.

## 5. Service Charges; Interest.

Licensee shall pay EBM a service charge of \$25 for every Monthly License Fee payment received after the tenth day of the month and for every check returned by Licensee's bank for insufficient funds or for any other reason. EBM shall also be entitled to interest at the maximum rate provided by law on any payment more than 5 days past due.

## 6. Limitations on Use.

Licensee may use the slip only for purposes of moorage of the Vessel, and for no other purposes whatsoever. In the event Licensee sells or transfers the Vessel and desires to use the Slip for another vessel, Licensee shall first register the new vessel with EBM.

## 7. Security Deposit.

Simultaneously herewith, Licensee has paid to EBM the Security Deposit to secure the performance of all of Licensee's obligations hereunder. The Security Deposit (without interest) shall be refundable to Licensee within 60 days of termination of this license, provided all the covenants and conditions of Licensee under this license are satisfied. EBM may commingle the Security Deposit with other funds held by EBM.

## 8. Rules and Regulations.

Licensee shall comply in all respects with the rules and regulations adopted by EBM, which rules and regulations may be revised by EBM from time to time upon notice to Licensee. In utilizing the slip/space, Owner agrees to and shall comply with all present and future applicable ordinances, resolutions, rules and regulations, health, safety, environmental, and sanitary regulations of all applicable

regulatory bodies, those established by any federal, state or local government agency, by the Marina, or by the U.S. Army Corp of Engineers.

#### **9. Transfers and Assignments.**

This license and Licensee's rights hereunder are not transferable or assignable. EBM may at its sole discretion allow licenses to be transferred when boats are sold through Brokers in the marina. In addition, Licensee may not sublet or assign the right to use the Slip.

#### **10. Insurance.**

As required by our permit, prior to the commencement of this agreement and at all times during the term of this license, Licensee shall carry in full force and effect with insurance companies authorized to do business in the State of Washington, Protection & Indemnity liability and property damage insurance with limits of at least \$500,000 per occurrence. Elliott Bay Marina, Inc. must be named as an additional insured. The insurance shall cover damage done to the Slip, The Marina, and any other boats or equipment, including fishing boats and equipment in the vicinity of the Marina. Licensee shall not be entitled to moor the Vessel at the slip until evidence of insurance satisfactory to EBM has been provided by Licensee.

#### **11. Care of Slip; Maintenance.**

Licensee shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the rules and regulations. Upon termination of this license, Licensee shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. Under no circumstances, nor at any time, may Licensee change, modify, or alter the Slip or any portion thereof. Licensee shall not install or place any personal property, equipment, boxes, or lockers of any type on the Slip.

#### **12. Utilities, Fees.**

At Licensee's request, and subject to the payment of Utility Fees as specified above, EBM shall make available to Licensee at the Slip electrical power, water, cable television and such other utility services then available to licensees at the Marina generally. EBM does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, Licensee acknowledges that water service may be discontinued during inclement weather. In addition, EBM does not warrant that the utility services will be compatible with the utility service requirements of the Vessel (including electrical interconnection requirements or the effect of electrolytic action).

Utility Fees shall be included in the monthly invoice and shall be payable with the Monthly License Fees.

#### **13. Recreational Use; Authority.**

Licensee covenants that the Vessel is for recreational and pleasure purposes only and shall not be used for commercial purposes. Licensee further covenants that Licensee has an ownership interest in the Vessel and Licensee is fully authorized to bind all other owners of the Vessel to the terms and conditions of this license.

#### **14. Transient Moorage Pool.**

Licensee may, at Licensee's option, make the Slip available for transient moorage if the Vessel is expected to be away from the Slip for a period of at least 3 consecutive days. Transient moorage shall be operated by EBM pursuant to a separate Transient Moorage Agreement. In no event may Licensee make the Slip available for transient moorage except in connection with the transient moorage program operated by EBM.

#### **15. Parking.**

Licensee shall have the right to park in the areas of the Marina designated as "Permit Only" parking in common with other licensees, provided that parking shall be limited to the number of Parking Passes issued to Licensee. Parking Passes must be conspicuously displayed at all times while a vehicle is parking in the "Permit Only" parking area. Vehicles parked in violation of the parking regulations will be towed at the risk and expense of Licensee. EBM does not warrant the availability of parking within the "Permit Only" parking areas.

#### **16. Access Cards.**

EBM shall issue to Licensee two Access Cards to provide access to the portion of the Marina in which the Slip is located. The Access Cards shall be surrendered to EBM upon termination of this license. Access Cards shall remain the property of EBM at all times, and EBM may revoke the right of Licensee to use the Access Cards if Licensee is in default under this license. Licensee agrees to notify EBM immediately if any Access Card is lost or stolen. A non-refundable replacement fee of \$25 shall be charged for any lost or stolen Access Card.

#### **17. Access to Vessels.**

EBM shall have the right from time to time to board the Vessel when moored at the Slip to determine if the Vessel is in compliance with the terms of this license and the rules and regulations of the Marina.

#### **18. No Living Aboard.**

No person may live-aboard the Vessel when moored at the Slip without the prior written consent of EBM, which EBM may withhold at its sole discretion. Persons authorized to live-aboard a vessel must execute a separate Live-Aboard Agreement with EBM. A person shall be deemed living aboard the vessel if such person occupies the vessel in excess of 96 hours over a two week consecutive period.

#### **19. No Warranties.**

EBM makes no warranties, express or implied, as to the condition of the Slip or Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip and Marina for its intended purposes. Licensee acknowledges that Licensee has had an opportunity to inspect the Marina and the Slip prior to execution of this license and agrees to accept the Marina and Slip in its current condition.

#### **20. Holding Over.**

If the Vessel remains at the Slip following termination of this license, and without otherwise limiting the rights of EBM hereunder, Licensee shall be deemed to be occupying the Slip for purposes of transient moorage and shall pay EBM the then applicable daily rate of transient moorage for each day the Vessel continues to be moored at the Slip. EBM may, at its sole discretion, chain the boat or slip and/or exclude owner from access to the Marina.

#### **21. Notices.**

Any notice by EBM to Licensee hereunder shall be deemed to be given if and when it is personally delivered to Licensee or deposited in the mail and addressed to Licensee at the address set forth in Section 1. Licensee is responsible for informing EBM of their most current address and phone numbers. Any notice by Licensee to EBM shall be deemed to be given if it is signed by Licensee and deposited in the mail and addressed to EBM at the address where Monthly License Fees are paid.

**22. Removal of Vessel in Emergency.**

In case of emergency, EBM is authorized to move the Vessel without liability for damages or loss of any kind. Licensee agrees to pay EBM reasonable compensation for moving the Vessel under such circumstances.

**23. Default, Remedies.**

If Licensee violates the rules and regulations of the Marina following written notice from EBM to cease and desist such violation, or if Licensee fails to pay Monthly License Fees, service charges, interest, Utility Fees or any other amount hereunder and such failure continues for a period of 3 days after EBM has given Licensee written notice thereof, or if Licensee fails to perform any other term, covenant or condition of this license and such failure continues for a period of 7 days after EBM has given Licensee written notice thereof, Licensee shall be in default hereunder. Under default, EBM may exercise any and all remedies available to EBM hereunder or otherwise provided by law. Without limiting the foregoing, EBM may immediately terminate this license without limiting the liability of Licensee for all amounts due hereunder. Upon termination of this license, and if Licensee has not already done so, EBM shall be authorized to remove the Vessel and all property of Licensee from the Slip and the Marina, all at the cost, expense and risk of Licensee. If the Vessel remains at the Slip or in the Marina following termination of this license, and without limiting the other remedies of EBM hereunder, Licensee shall be deemed to be holding over pursuant to Section 20 hereof.

**24. Cumulative Remedies, No Waiver.**

EBM'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 default of this license shall be construed as a waiver or forbearance of any other or subsequent breach, 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 default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

**25. Termination.**

Either party may terminate this license without cause as of the end of any month by providing the other party with written notice thereof at least 30 days prior to the end of the month.

**26. Lien for Fees and Services.**

EBM shall have and Licensee hereby grants and conveys to EBM a lien and security interest in the Vessel and in all property of Licensee on or at the Vessel to secure the performance by Licensee of the terms and conditions of this license and to secure the payment by Licensee of all services and supplies provided by EBM to Licensee or on behalf of the Vessel. Notwithstanding termination of this license, EBM shall be fully authorized to hold the Vessel and her tackle, apparel and appurtenances and sell the same in accordance with applicable law in the event Licensee fails to perform the terms and conditions of this License or fails to pay for services and supplies. So long as EBM continues to hold the Vessel and her tackle, apparel and appurtenances, Licensee shall be deemed to be holding over pursuant to Section 20 hereof.

**27. Indemnity.**

EBM shall not be liable to Licensee or any other person for any loss, injury, death or damage to persons or property (including the Vessel) that may arise at the Slip or in the Marina. Licensee agrees to indemnify, defend and hold EBM harmless from and against all loss, cost, liability, damage and expense, including but not limited to reasonable attorneys' fees, penalties and fees, incurred in connection with or arising from (i) any default by Licensee of the terms and conditions of this license, (ii) the use of the Slip and Marina by Licensee and its guests, invitees, vendors, visitors and agents, (iii) acts, omissions or negligence of Licensee or its guests, invitees, visitors, agents, and vendors whether individuals or businesses, in or around the Slip or the Marina, or (iv) any claims by any other person by reason of loss, injury, death or damage to persons or property due to an act, occurrence or omission set forth in (i), (ii) or (iii) above. Licensee acknowledges that the Vessel and all personal property of Licensee is moored at the Slip at Licensee's sole risk, and EBM shall not be liable for any loss or damage thereto.

**28. Owner's Responsibility For Damage and the Environment.**

Owner shall be responsible for and shall promptly, upon demand, pay EBM for any damage caused to Marina, or governmental property by Owner, his boat, his crew, guests, invitees, employees or agents. Owner shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the Marina: pay Marina for any damage, expense or liability incurred by Marina due to Owner's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Owner.

**29. Joint and Several Liability.**

If more than one person executes this license as Licensee, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this license shall be fully binding upon each of them.

**30. Attorneys Fees.**

In the event that any action or other legal proceeding is brought to enforce any provision of this license the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration.)

**31. Venue.**

This Agreement shall be governed by the laws of the State of Washington and the United States. The venue of any suit ensuing out of or related to this Agreement may, at the option of either party, be laid in or transferred to King County, Washington.

**32. Severability.**

If any provision of this license shall be found to be void, such determination shall not affect any other provision of this license.

Initials

\_\_\_\_\_  
**LICENSEE** Date

\_\_\_\_\_  
 Licensee Date

\_\_\_\_\_  
 Licensee Date

\_\_\_\_\_  
 Licensee Date

**ELLIOTT BAY MARINA, INC.**

By \_\_\_\_\_ Date

Its \_\_\_\_\_