

Port of Brownsville Moorage Agreement

Moorage Customer Contact Information

Name: _____

Street address: _____

City, State, Zip Code: _____

Home Phone: _____

Cell Phone: _____

Email: _____

Person to Notify in Case of Emergency

Name: _____

Home Phone: _____

Cell Phone: _____

Vessel Information

Vessel Name: _____

Make/Model: _____

Dimension LOA: _____ Beam: _____

Registration Number: _____ Year: _____

Fuel Type Diesel: _____ Gas: _____

Type of Vessel: £Power £Sail £Other

Vessel Insurance Information

Insurance Company: _____ Policy Number: _____

Type and Amount of Coverage:

General Liability: _____ Legal Liability: _____ Pollution Liability: _____

Terms and Conditions of Moorage Agreement:

1. **License.** Subject to the terms and conditions set forth herein, the Port of Brownsville (“Port”) hereby grants a month-to-month license to the Moorage Customer (“Customer”) for use of an assigned slip. This license is granted subject to the terms and conditions of this Moorage Agreement (“Agreement”), the Port of Brownsville Rules and Regulations (“Rules and Regulations”) as they now exist or are from time-to-time amended, and the Port of Brownsville Tariff (“Tariff”) as it now exists or is hereinafter amended.

2. **Customer Information.** The Customer acknowledges that information provided by the Customer is true, accurate, and complete. Customer shall notify the Port of any change in the information, including, but not limited to, contact information.
3. **Initial Moorage Charge Payments.** Upon signing this Agreement, the Customer shall pay the first month's moorage charge and an additional one month's charge. The first month's charge will be applied to the first month the Customer occupies the space. The additional month's charge is calculated based on the date of the original moorage agreement and will be kept by the Port as a refundable deposit, and held without interest, until this Agreement is terminated by either party.
4. **Moorage Charges, Due Date, and Late Charges.** The Customer shall pay the moorage charges & fees as set forth in this Agreement and in the Tariff as it now exists or is hereinafter from time-to-time amended. Customer shall pay applicable rates and fees in advance, on or before the fifteenth (15th) day of each month. The Port reserves the right to change rates and fees at any time during the term of this Agreement. If rates and fees are changed, the Port will charge the new applicable rate beginning thirty (30) days after adoption of the new rate or fee. A late charge, equal to two percent (2%) of the normal monthly moorage bill, will be added.
5. **Rules and Regulations.** Customer acknowledges having received a copy of this Agreement and the Rules and Regulations. By signing this Agreement, Customer acknowledges and agrees to comply with the Rules and Regulations, which are updated periodically. It is the Customer's responsibility to read the current Rules and Regulations which are available at the marina office and on the Port website. If a conflict exists between any term of this Agreement and the current Rules and Regulations, the term most protective of Port property, Port finances, and Port operations shall apply.
6. **Recreational Use Only.** This license is for the recreational moorage of a vessel by the Customer only. Use for commercial activities are prohibited, except as authorized under a separate Commercial Moorage Agreement. Commercial activities include, but are not limited to, vending, rental or leasing of boats, chartering of boats or boarding paying passengers, use of the Port address, use of boat, telephone, or facsimile number in any advertising, brochure, letterhead, business card, or other commercial document that is located at the marina. (See Rules and Regulations section X, A). Living aboard a vessel also requires separate authorization and is subject to additional requirements. (Rules and Regulations VIII)
7. **Contractor Activities.** Customer acknowledges that no contractor, subcontractor, construction company, service organization, or individual will be permitted to work on any vessel berthed at Brownsville marina or on any Port property without proof of having a valid contractor's license, comprehensive general liability insurance or its equivalent in an amount of at least one million dollars (\$1,000,000.00), and worker's compensation coverage on file with the marina office. Contractors must be accompanied by the boat owner while they are on the docks, unless specifically permitted and authorized under the Rules and Regulations. (See Rules and Regulation section X, B).
8. **Inspection Required.** Customer acknowledges this Agreement is subject to successful completion of vessel inspection, which can be completed up to two weeks after signing this Agreement. Failure to complete a successful inspection shall be a default under this Agreement.

9. Termination. This Agreement may be terminated without cause by Customer and with cause by the Port upon not less than thirty (30) days advance written notice. (Rules and Regulations section VI, E). All provisions of this Agreement that contemplate continuing obligations on Customer will survive the expiration or termination of this Agreement, including the obligations stated in paragraphs 14 and 15 regarding waiver, release, indemnification, and holding the Port harmless.
10. Default. Failure to abide by any term or condition of this Agreement, failure to comply with the Rules and Regulations, or failure to pay any applicable fee by the due date, shall constitute a default under this Agreement. In addition to any other remedy allowed by law or this Agreement, such default shall be cause for termination of this Agreement.
11. Registration and Insurance. Customer shall comply with insurance policy requirements contained herein and in the Rules and Regulations. Customer must provide proof of registration and all required insurance upon accepting a moorage slip. Customer shall, within ten (10) days of accepting moorage, add the Port of Brownsville as an additional insured on the marine insurance policy and provide proof of additional insured status to the Port. During the term of this Agreement, Customer shall obtain and maintain a marine insurance coverage that includes, at a minimum, general, legal, and pollution liability coverage, as required by RCW 53.08.480, in the minimum amount of \$300,000.00. Vessels that are greater than 65 feet and more than 40 years old must, in addition to the requirements above, provide coverage for the removal of the vessel should it become derelict and coverage should the vessel cause a pollution event.
12. Sale. Customer must notify the Port immediately upon sale of vessel or boathouse.
13. Documentation. This Agreement may be terminated immediately upon a determination by the Port Manager that all requested documentation has not been provided to the Port by the applicable deadline.
14. Waiver and Release. THE CUSTOMER ACKNOWLEDGES THAT THE PORT DOES NOT ACCEPT CUSTOMER'S VESSEL FOR BAILMENT OR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, GEAR, APPAREL, EQUIPMENT, AND/OR FURNISHINGS. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE CUSTOMER DOES HEREBY FOREVER, RELEASE AND DISCHARGE THE PORT, ITS COMMISSIONERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE CUSTOMER OR THE VESSEL WITHIN THE PORT'S HARBOR EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE PORT, ITS COMMISSIONERS OR EMPLOYEES. THIS WAIVER AND RELEASE SHALL BE BINDING UPON THE HEIRS, EXECUTORS, AND ASSIGNS OF THE CUSTOMER. THIS RELEASE IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.
15. Indemnification and Hold Harmless. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE CUSTOMER SHALL SAVE, DEFEND AND HOLD HARMLESS THE PORT, ITS COMMISSIONERS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE CUSTOMER OR THE VESSEL WITHIN THE PORT'S HARBOR EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE PORT, ITS COMMISSIONERS, OR EMPLOYEES. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES CLAIMS BROUGHT BY EMPLOYEES OF THE

CUSTOMER AND THEREFORE CONSTITUTES A WAIVER UNDER TITLE 51. THIS INDEMNIFICATION AND HOLD HARMLESS IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.

16. Jurisdiction and Law. This Agreement shall be governed by Washington law. Exclusive jurisdiction and venue for any dispute arising under this Agreement shall be the Kitsap County Superior Court. Without limiting the foregoing, the Customer specifically waives any jurisdiction of the federal district court or the right to seek removal to the federal district court.
17. Waiver. The waiver or failure of the Port to enforce any term or condition of this Agreement shall not be a waiver of any right to enforce this Agreement.
18. Notice. All notices to Customer under this Agreement shall be made to the address provided in this Agreement. Notice shall be deemed complete upon the third (3rd) calendar day after such notice is placed in the United States mail, postage prepaid, and addressed to the address provided pursuant to this Agreement, or upon receipt of actual notice, whichever occurs first.
19. Amendment. This Agreement may only be amended in writing. Without limiting the foregoing, no statements by Port employees shall be deemed an amendment or waiver of this Agreement.
20. Entire Agreement. This Agreement (including applicable portions of the Rules and Regulations and the Tariff) is the entire Agreement between the Port and the Customer. This Agreement supersedes all prior agreements between the Port and Customer for moorage of the Vessel identified herein.

Acknowledgment Upon Signing

Customer has read and understands the foregoing and agrees to all terms and conditions contained in this Agreement, current Rules and Regulations, and the Tariff.

This Agreement contains a Waiver, Release, and Indemnification-Hold Harmless Agreement, which Customer has read and understands.

This is a public record subject to Washington State Public Records Act (RCW 42.56).

Customer Signature (Registered/Legal owner):

Date _____ Signature: _____

Port Signature:

Date _____ Signature: _____