



MARINA AGREEMENT

CUSTOMER INFORMATION				Account #
Primary Legal/Registered Owner (First, M. Last):				
Driver's License #: Required		State Issued: Required	DOB: Required	SSN (last 4): Required
Secondary Legal/Registered Owner or Spouse (First, M. Last):				
Driver's License #:		State Issued:	DOB:	SSN (last 4):
Physical Address:		City:	State:	Zip:
Mailing Address:		City:	State:	Zip:
Email Address (1):		Email Address (2):		
Home Phone (Landline):		Cell 1 (Primary):	Cell 2 (Secondary):	
Emergency Contact: Required		Emergency Contact Phone: Required		
Owner's Employer: Required			Work Phone: Required	
City: Required		State: Required	Zip Code: Required	
LOCATION & BILLING INFORMATION <i>Staff Use Only</i>				
Transaction: Select	Location:	Slip Length:	Rate Type: Select	
Billing Cycle: <input type="checkbox"/> Monthly <input type="checkbox"/> ACH (Checking) - Form Complete: <input type="checkbox"/> Yes <input type="checkbox"/> No			E-Statement: <input type="checkbox"/> Yes <input type="checkbox"/> No	
START DATE: [LIMITED TO 1 ST DAY OF THE MONTH]	END DATE (if applicable): [LIMITED TO LAST DAY OF THE MONTH] ***TWO-MONTH MINIMUM REQUIRED***		Monthly Rate: WA ST Leasehold Tax: Required Environmental Fee: 13.00 Common Utility Fee: 8.00	
Seasonal Moorage Surcharge (May – September): <input type="checkbox"/> Yes <input type="checkbox"/> No (\$75.00 INC L/H TAX) *			Supplemental Fees: Required *	
Liveaboard: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Application/Background Check: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (\$200.00 INC L/H TAX) * <<New LAB Not Eligible - Current Moratorium in Place>>			Total Monthly Amount: Required	
Permitted Use: <input type="checkbox"/> Recreation <input type="checkbox"/> Commercial Fish <input type="checkbox"/> Merchant Leaseholder			Wait List Deposit Applied: None	
Follow Up Items (Proof):			0 New FOBS: Required	
Internal Notes (Billing):			0 Early Arrival (GM): Required	
FOBS Issued #1: Required #2: Required #3: Required #4: Required			Initial Payment: Required	



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COMPANY INFORMATION (IF APPLICABLE)

TITLED UNDER BUSINESS NAME

Company Name:		TID/UBI #:	
Address:	City:	State:	Zip Code:
Phone #:	Email Address:		

PARTNER INFORMATION (IF APPLICABLE)

PURCHASE ON CONTRACT: ☐ Yes ☐ No

Name (First, Middle, Last):			
Address:	City:	State:	Zip Code:
Phone #:	Email Address:		

LIEN HOLDER INFORMATION (IF APPLICABLE)

Lien Holder: <input type="checkbox"/> Yes <input type="checkbox"/> No	Lien Holder:		
Address:	City:	State:	Zip Code:

VESSEL INFORMATION

REGISTRATION CERTIFICATE: ☐ Yes ☐ No

Vessel Name:	Vessel Reg/Doc Number: /			
As of today is the vessel >35' and older than 40 years old? <input type="checkbox"/> Yes <input type="checkbox"/> No [WA ST RCW 79.100.150]				
If yes, is latest survey provided? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Vessel Registration Status: Please Select One Reason for Exemption: Required				
If not registered, you intend to register the vessel according to WA State DOL Regulations. _____ (initial)				
Make/Length: /	Model:	LOA:	Beam:	Draft:
Holding Tank:	Vessel Year:	Vessel Type:	Fuel:	

INSURANCE INFORMATION

INSURANCE CERTIFICATE: ☐ Yes ☐ No

Insurance Company:		Agent Phone Number: Required
Policy Type: Please Select One	Named Insured: Required	Status: Please Select One
Policy Number / Liability Coverage Amount:		Expiration Date:

TERMS AND CONDITIONS

Subject to the terms and conditions set forth herein, the Port of Everett hereby grants a Marina Agreement, which is a month-to-month Agreement to the Customer for use of an assigned location. This Agreement is granted subject to the terms and conditions of, the Marina Rules & Regulations as they now exist, and are from time to time amended and the Schedule of Rates & Fees as it now exists or is hereinafter amended. Failure to comply with all terms and conditions of this Agreement and/or the Marina Rules & Regulations may result in termination of this Agreement.

1. Customer Information

Customer acknowledges the information provided herein is true, accurate and complete. Any undisclosed or misrepresentation of the facts shall constitute a breach of this Agreement and may be grounds for termination by the Port. Customer shall notify the Port of any change in the enclosed information, including but not limited to, contact information.

2. Agreement for Permitted Use

This Agreement is for the moorage or storage of Recreational, Active Commercial Fishing and Merchant Leaseholder vessels, with a TWO-MONTH minimum requirement (from the 1st of the month). There are other uses, such as moorage for Leased/Charter Vessels, Time Shares or Liveaboard Moorage that may be allowed under the Marina Rules & Regulations. These uses require a separate marina agreement between the Port and the Customer. Other uses may be conditionally approved in writing by marina management.

3. Charges & Fees

First two months are non-refundable. The Port of Everett sets rates, fees, and other charges, according to the Revised Code of Washington 53.08. All charges, rates, and fees are set forth in the Port of Everett Marina Schedule of Rates & Fees. Moorage charges, along with any other charges or fees are due upon receipt. Charges that are not paid by the 25th of the month, will be assessed a 1.5% late fee. The Customer will pay the Charges & Fees as set forth in the Schedule of Rates & Fees as it now exists or is hereinafter amended.

4. Non-Payment of Charges

Unpaid balances are considered delinquent after thirty (30) days. As such, the Port at its sole discretion may terminate this Agreement for non-payment and reassign the berth or assigned location. Customer understands that the Port is authorized by the Revised Code of Washington 53.08.320 and 79.100 to impound the vessel for non-payment of charges. Customer agrees to follow the Port's credit policy and familiarize themselves with the Collection of Delinquent Port Charges as set forth in the Marina Rules & Regulations.

5. Marina Rules & Regulations

It is the Customer's responsibility to read the current Marina Rules & Regulations along with the Port's Best Management Practices and any updates or revisions (posted online and available at the Marina Office). Failure to abide by the terms and conditions of the current Marina Rules & Regulations, or failure to pay moorage charges, storage rental fees, or any other fee charged by the Port by the due date, shall constitute a default under the terms of this Agreement. A default under this Agreement shall constitute a default under any other lease or agreement the Customer has with the Port. By signing this Agreement, Customer acknowledges and agrees to comply with the Marina Rules & Regulations, which are updated periodically. Failure to comply with the Marina Rules & Regulations and Best Management Practices is a default under this Agreement. Current Marina Rules & Regulations can be found at: www.portofeverett.com/marina.

6. Assignment, Transfer, Sublet or Substitution

Customer acknowledges assigned premises herein have been inspected by the Vessel Owner and are accepted in its present condition. This Agreement may not be assigned, transferred, or sublet without authorization from the Port, and all charges will continue until this Agreement is terminated as explained in the Marina Rules & Regulations. If the Customer's account becomes delinquent, he/she agrees to pay all late charges, interest, additional handling, impound and collection costs, attorney fees, and all court costs connected with the collection of the amount due. No vessel shall be substituted without the prior approval of the Port. Customer acknowledges the assigned location may be reassigned temporarily or permanently by the Port for repairs, improvements, maintenance, construction, emergencies, special events or otherwise desired by the Port. If permanently reassigned, Customer will be issued a nearly comparable location based on availability.

7. Prior Account Delinquency

The Port reserves the right to deny services to Customers with poor credit or delinquencies at the marina on record. Customers with a history of late payments or account write-offs, as determined by the Port, may be denied accommodations or may be required to pre-pay three (3) months in advance or participate in an auto-pay program before moorage/storage is granted or continued. The Port's Credit Policy can be found at: www.portofeverett.com/marina.

8. Vessel Registration

This Agreement must be in the name of the registered/legal owner of the vessel. Customer agrees to supply the Port with a current copy of the vessel registration annually. If vessel is currently not registered, Customer agrees to register the vessel immediately according to the Washington State Department of Licensing regulations. Information on state registration requirements may be obtained from the Department of Licensing. It is the Customer's responsibility to know and understand the vessel registration requirements in RCW 88.02.

9. Vessel Insurance

Customer agrees to supply the Port with a current Certificate of Insurance or Declarations Page meeting all insurance requirements annually. Customer will comply with insurance policy requirements as set forth in the Marina Rules & Regulations.

10. Dimensional Considerations

This Agreement is contingent upon vessel compliance with marina dimensional requirements as set forth in the Marina Rules & Regulations. If Customer's vessel is not within dimensional requirements, the Port may relocate Customer's vessel to an appropriately sized berth.

11. Weather Conditions

Customer acknowledges and agrees that Port does not assume responsibility to remove snow and ice from the roof of covered moorages; and, that Customer shall waive and hold Port harmless against any and all claims, including but not limited to those made by Customer's invitees, that may arise in connection with snow and ice accumulation on the roof of covered moorages. In addition, Customers are not allowed to maneuver their vessels within the marina whenever ice conditions are present and are responsible for winterizing/securing vessels against winter storms. Customer also acknowledges certain docks may have restricted access if deemed unsafe and secured by the Port during extreme weather conditions.

12. Vessel Seaworthiness, Operability & Condition

Vessels moored in the harbor must be seaworthy, operable and in good condition, without hazardous conditions as determined solely by the Port, and ready for cruising in local waters. Upon execution of this Agreement, the Customer grants permission to the Port when requested for an on-board inspection of his/her Vessel by the Port, city, county, state, or federal representative for purposes of determining seaworthiness or compliance with this Agreement. Failure to allow said inspection shall be cause for termination of this Agreement. Without limiting the foregoing, the Port is under no obligation or duty to undertake any inspection of any vessel. The Port may require that the Customer provide, at no cost to the Port, additional information (such as a marine survey) to establish seaworthiness or further action to comply with condition requirements.

13. Best Management Practices & Environmental Rules

A copy of the Port's Best Management Practices is included as **Attachment A** to this Agreement and Customer agrees to abide by these practices. Customer understands that the Port facilities are 'NO DISCHARGE' facilities and will abide by all federal, state, local and Port environmental laws, rules and regulations. The discharge of black water is prohibited. Pumpout facilities are located at several locations throughout both marinas. Any fuel or oil that is spilled into the harbor must be reported immediately to the U.S. Coast Guard National Response Center, Department of Ecology, and the Marina Office. Those numbers are available in the Marina Office or on **Attachment B**.

14. Vessel Maintenance & Repair

The Marina Rules & Regulations and Best Management Practices contain requirements regarding maintenance, repair or new work on vessels. Customer acknowledges their role and responsibility in abiding by all Regulations and Practices as the vessel owner including any hired contractor providing service on Port property. In-water vessel repairs are limited by scope and size as per Best Management Practices.

15. Waiver & Release

The Customer acknowledges Port does not accept Customer's vessel for bailment or storage and shall not be liable for 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 this Agreement, Customer does hereby forever, release and discharge 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 Customer or the vessel within Port's marina(s) except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of 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 Agreement.

16. Indemnification & Hold Harmless

In part consideration for the granting of this Agreement, Customer shall save, defend and hold harmless Port, its commissioners, employees and agents from any and all claims, demands, or damages for the property damage or personal injury arising from or related to the presence of Customer or the vessel within Port's marina(s) except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of Port, its commissioners or employees. This indemnification and hold harmless includes claims brought by employees of Customer and therefore constitutes a waiver under Title 51. This indemnification and hold harmless is a negotiated term of the economics of the Agreement.

17. Emergency Authority

The Port has been granted authority to relocate or remove vessels from the water in the event of an emergency. If deemed necessary to prevent possible loss, destruction or damage to any vessel or property, the Port may but is not required to assert its authority. Removal costs including but not limited to raising sunken vessel, towing, haulout, yard storage fees and disposal are the responsibility of the vessel owner and will be charged to the Customer account accordingly. Any additional costs incurred by the Port shall be charged to the Customer and vessel owner shall hold the Port harmless from all such costs, expenses or damage so incurred. Emergency authority granted shall be exercised only when in the sole judgement of the Port, an emergency or other necessity is deemed to exist and such authority may be carried without notice to the vessel owner.

18. Jurisdiction & Law

This Agreement shall be governed by Washington state law. Jurisdiction and venue for any dispute arising under this Agreement shall be the Snohomish County Superior Court.

19. 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.

20. Notices & Termination

All notices to Customer under this Agreement shall be made to the address provided in this Agreement. Either party may terminate this Agreement without cause by giving no less than fifteen (15) days' notice prior to the last day of the month. Termination of this Agreement may be initiated by the Port for failure to comply with terms of this Agreement or any violation of Marina Rules & Regulations.

21. Entire Agreement

This Agreement including Marina Rules & Regulations and other provisions incorporated into this Agreement by reference, expresses the complete understanding of the parties hereto. No modification or amendment of this Agreement by Customer or Vessel Owner shall be valid unless evidenced in writing and signed by both parties.



MARINA AGREEMENT

MARINA CUSTOMER SIGNATURE

Marina Customer has read and understands the foregoing and agrees to all terms and conditions contained in this Agreement, current Marina Rules & Regulations and Best Management Practices.

This Agreement contains a Waiver, Release and Indemnification-Hold Harmless Agreement. Customer has read and understands these provisions. This is a public record subject to Washington State Public Records Act (RCW 42.56).

Signature of Registered/Legal Owner:	Date:
Signature of Registered/Legal Owner:	Date:
Signature of Port of Everett Representative:	Date:



MARINA CUSTOMER AGREEMENT CHECKLIST

- ☐ Marina Agreement Fully Completed (Including Signatures & Payment)
- ☐ Marina Parking Info Relayed (Register Online with Laz) & Gate Key Fobs Issued
- ☐ Current Insurance Policy Meeting WA ST Requirements Received in Customer Name (Provide Annually)
- ☐ Current WA ST Vessel Registration Certificate Received in Customer Name (Provide Annually)
- ☐ Informed of Washington State Licensing/Registration Requirements (USCG Documented Vessels or Exemptions)
- ☐ Customer Acknowledges Vessel Currently Meets Operability, Seaworthiness and Condition Requirements (Regs III.D.)
- ☐ Termination Policy Reviewed (Effective Last Calendar Day with Minimum 15-day Advance Notice)
- ☐ First Two Months is Non-Refundable and Required in Advance. Payments Due Upon Receipt (See POE "Credit Policy")
- ☐ Review Pet Policy (Leash Required on Port Property & Pet Waste Must Be Picked Up)
- ☐ Customer is Responsible for Damage to Dock Box & Removal of Items Upon Termination (North Docks Only)
- ☐ Notified Staff if Living Aboard Currently or Future Intentions (*Moratorium in Place on New Liveaboards at This Time*)
- ☐ Customer is Responsible to Read and Abide by Marina Rules & Regulations and Best Management Practices (BMP)
- ☐ Customer Agrees to Use Pumpout Facilities Provided or Hire Outside Vendor—POE is a NO DISCHARGE Marina
- ☐ Spills MUST be Reported Immediately to Marina Office (425-259-6001) or Marina Security (425-388-0672)
- ☐ Storage Not Allowed on Floats other than Landing Steps which Shall Not Impede Reasonable Access on Finger Pier.

Customer agrees to abide by all of the above rules and the ones set forth in both the Port of Everett Marina Rules & Regulations and Best Management Practices. Customer agrees to provide proof of registration, insurance and completed agreement at sign up or if the vessel is a new purchase, customer agrees to provide new registration and insurance prior to moving boat into the marina.

Port Staff _____

Customer Signature _____

Acct. # _____ Date _____

Print Name _____

CONNECT WITH US!



ADDRESS: 1205 Craftsman Way, Everett, WA 98201 | HOURS: 9 a.m. - 4 p.m. daily
PHONE: 425.259.6001; 800.729.7678 | WWW.PORTOFEVERETT.COM/MARINA