

Account No. _____

Slip No. _____

PORT LUDLOW MARINA Marina Moorage Agreement

Vessel Owned or Agent: _____

Billing Address: _____

E-Mail Address _____

Phone(s): _____

Emergency Contact: _____ Phone No.: _____

Name of Vessel: _____ Registration No.: _____

Length Overall: _____ Power/Sail: _____ Beam: _____ Manufacturer: _____

Year: _____ Color(s): _____

Need electricity? Yes _____ No _____ PORT LUDLOW HOMEOWNER? Yes ___ No _____

This section to be completed by the Marina

Moorage Commencement Date: _____ Registration received: _____

Monthly Slip Rate: \$ _____ Insurance received: _____

Overhang charge: \$ _____ Limit of Liability: \$ _____

Electric fee: \$ _____ Named Add'l Insured? Yes _____ No _____

Live Aboard fee: \$ _____ Date filed: _____

Security deposit: \$ _____ BMP _____

Service Fee: \$ _____

Payments Received: Deposit: \$ _____

Electric fee: \$ _____

Overhang charge: \$ _____

First month or pro-rate: \$ _____

Live Aboard fee: \$ _____

Service fee: \$ _____

Total to commence moorage agreement: \$ _____

Method of payment: VISA/MC _____ Cash _____ Check No. _____

Additional notes: _____

THIS MOORAGE AGREEMENT ("Agreement") is made as of the moorage commencement date set forth above by Port Ludlow Associates LLC, d/b/a Port Ludlow Marina (the "Marina"), and the boat owner named above ("Owner"). The Marina hereby

leases to Owner on a yearly basis the moorage slip described above by slip number ("Premises") at the Port Ludlow Marina, Jefferson County, Washington, solely for moorage of the boat named and described above ("Boat") on the following terms and conditions:

1. RENTAL. Owner shall pay to the Marina monthly slip rental set forth above. All payments shall be made in advance on or before the twentieth day of each calendar month. Interest charged on the unpaid balance after 30 days will accrue interest at 12% or the highest rate permitted by Washington State Law, which ever is greater. All checks shall be payable to "Port Ludlow Associates LLC". All payments shall be either mailed to one of the following address:

Port Ludlow Associates
70 Breaker Ln.
Port Ludlow, Washington 98365

Port Ludlow Marina
Attn: Marina Manager
1 Gull Drive
Port Ludlow, Washington 98365

2. USE. Owner shall use the Premises only for moorage of the Boat and no other boat or vessel. Owner shall use the Premises for no other purpose.

3. DEPOSIT. As security to the Marina for the performance of all of Owner's obligations under this Agreement, Owner shall deposit with the Marina the security deposit set forth above (the "Deposit"), which deposit does not limit the Marina's rights or Owner's obligations hereunder. The Deposit may be applied toward the payment of any obligations left unpaid by Owner that have become or may become a lien on the Premises and toward any unpaid rental and/or utility obligations of Owner. To the extent the Deposit is insufficient to cover all such items, Owner shall pay the balance immediately upon demand. Upon satisfaction of all obligations of Owner under this Agreement, the balance of the Deposit, if any, shall be returned to Owner without interest within forty-five (45) days after the date on which Owner vacates the Premises. If the Deposit or any part thereof is retained by the Marina, the Marina shall give Owner an explanation of the basis for retaining it.

4. UTILITIES AND SERVICES. Owner agrees to pay the Marina as additional rent all charges for electricity and all other utilities or services furnished to the Boat, including, but not limited to, the initial electrical hook-up fee set forth above, at the rates set forth in the then-applicable schedule of rates established by the Marina. The Marina shall not be liable for any interruptions in the provision of such utilities and services to the Boat, and the Marina makes no representations or warranties as to the nature of the utilities and services to the Boat or as to the adequacy or compatibility of such services or utilities with the Boat's service circuit protectors.

5. SEAWORTHY BOAT. Owner represents and warrants to the Marina that the Boat is in seaworthy condition and has a working engine in good running condition. Owner covenants that the Boat will be maintained by Owner in a seaworthy condition and that the engine will be maintained by Owner in good running condition at all times. Owner shall be solely liable for the condition and safety of the Boat. Although the Marina shall at no time have any liability for maintaining or monitoring the condition or safety of the Boat, if the Marina discovers that the Boat is in peril, then the Marina may at its option render aid to the Boat. Owner agrees to pay the Marina all charges and expenses of the Marina for labor and materials in connection with rendering aid to the Boat. If the Boat sinks, then within thirty (30) days the Owner shall conduct the removal of the Boat from the Premises and restoration of the Premises at the Owner's sole cost and in compliance with all applicable ordinances, regulations, statutes, and other laws.

6. DEFAULT AND REMEDIES. The moorage, utilities, and other services provided by the Marina under this Agreement are necessities, and the Marina shall have a lien against the Boat, its appurtenances and contents, for all sums due hereunder. In the event of the failure by Owner to comply with any of the terms or conditions of this Agreement, including failure to pay the monthly rental and other charges, the Marina shall have the right, at its option, (a) to take possession of the Boat, its tackle, apparel, fixtures, equipment, and furnishings, by securing the Boat to the Premises with chains, ropes, and locks, or by removing the Boat and other property from the Premises, without advance notice, or (b) to terminate Owner's rights under this Agreement upon five (5) days prior written notice, or (c) to foreclose the lien against the Boat, its appurtenances and contents, arising under this Agreement, under any applicable law or statute, or otherwise, including without limitation a federal maritime lien against the Boat as described under the Federal Maritime Lien Act, 46 U.S.C. 31342 and Rule 9(H), Federal Rules of Civil Procedure, or (d) to deem the Boat abandoned by Owner after it has been secured for thirty (30) days and then to sell the Boat at auction to the highest bidder, or (e) to commence a lawsuit against Owner and therein to seek all available equitable and legal remedies, or (f) to exercise all other rights and remedies available to the Marina, both in rem and personal, under both state and federal law, or (g) to exercise all or any combination of the foregoing rights and remedies. If the Marina takes possession of the Boat, then Owner shall pay the Marina an additional \$5.00 per day that the Boat and other property are secured. Notwithstanding the Marina's exercise of its rights under this section, the Marina is not a bailee or warehouseman and shall not be liable to Owner for the condition or safekeeping of Boat. The Marina may bid all or part of the charges then owing at the sale and become a purchaser at the sale. If no one purchases the Boat at auction, or if the Boat is not removed from the Premises within ten (10) days after auction, then title to the Boat shall transfer automatically to the Marina. The remedies provided in this section are cumulative and are in addition to and not in lieu of any other remedies that the Marina may have by virtue of any ordinance, regulation, statute, or other law. In the event of a breach by Owner of any of Owner's obligations under this Agreement, Owner shall pay the Marina, in addition to any other amounts payable hereunder, all auction, collection, removal, salvage, securement, storage, transport, and other costs, charges, fees, and expenses incurred by

the Marina in connection therewith, including reasonable attorneys fees and court costs, whether or not suit is instituted against Owner, including costs at trial and on appeal.

7. WAIVER OF RESPONSIBILITY; INSURANCE; INDEMNITY. It is mutually agreed that the Marina is not the bailee or warehouseman of the Boat and shall not be liable or responsible in any manner for its safekeeping and the condition of its tackle, apparel, fixtures, equipment, or furnishings. It is further agreed that the Marina shall not be liable or responsible for any personal injuries suffered by Owner or Owner's agents, contractors, employees, guests, invitees, or licensees arising from any cause, upon the Boat, the Premises, or premises adjacent thereto. The Premises and premises adjacent thereto have been inspected by Owner and are accepted in their present condition. Owner agrees to keep the Premises and premises adjacent thereto neat, clean, orderly, and as free as possible from flammable substances. Owner agrees to maintain in force during the term of this Agreement a "watercraft liability" insurance policy of protection and indemnity that provides comprehensive public liability insurance coverage against any property damage or personal injury liability arising out of ownership, use, occupancy or maintenance of the Boat, the Premises, or the Marina, and all areas adjacent thereto. The insurance policy shall be in the minimum amount of Three Hundred Thousand Dollars (\$300,000) and shall name Port Ludlow Associates LLC, as additional insureds under the policy. This policy shall be in addition to any policy held by Owner providing whole coverage for the Boat. Owner shall supply a certificate of insurance to the Marina within thirty (30) days of the execution of this Agreement evidencing Owner's compliance with the requirements of this paragraph. In addition, Owner shall supply a certificate of insurance at any time upon the request of the Marina. Owner agrees to indemnify, defend, and hold harmless Port Ludlow Associates LLC, their agents, contractors, directors, employees, and officers, from any loss, damage, or injury resulting from the acts or omissions of Owner, Owner's agents, contractors, employees, family, guests, invitees, or licensees.

8. COMPLIANCE WITH LAWS AND REGULATIONS; ACCESS TO BOAT AND PREMISES. Owner shall comply with all applicable federal, state, and local laws, statutes and ordinances, and all rules, regulations, and special instructions issued by the Marina. Marina rules and regulations may be either posted in the Marina manager's office or hand delivered or mailed by certified mail to Owner. Owner shall not store, use, release, or dispose of any hazardous substances (as defined by any federal or state law or regulation) within the Premises or the Marina. Owner shall not maintain anything that may be dangerous to life or limb or permit anything to be done on the Premises in any way that will tend to create a nuisance or disturb any other users of the Marina. Owner may not live aboard the Boat without special written permission of the Marina in the form of an Authorization to Live Aboard Boat. Owner may not keep or maintain any pet on the Premises without special written permission of the Marina. Owner shall control any pet permitted by the Marina, shall clean immediately and properly remove from the Marina and dispose of all pet wastes, and shall be liable for any damage done by any pet. Owner hereby grants the Marina and its agents and employees free access at all times to the Boat for purposes of inspection for compliance with the Agreement, movement of the Boat, fighting of fire or other casualty or, in the discretion of the Marina, preventing any casualty or potential hazard. However, the Marina does not assume any responsibility for the Boat on the basis of the foregoing rights.

9. ASSIGNMENT OR SUBLEASE; CHANGE OF SLIP. Owner shall not assign or transfer this Agreement or any interest therein, except that Owner may sublet the Premises for no more than six (6) months in any twelve (12) month period to any qualified subtenant, who shall provide the Marina with all documents, information, and financial assurances required of Owner under this Agreement prior to the commencement of the sublet. The Marina reserves the right to replace the Premises by changing Owner's slip assignment, as the Marina in its sole discretion deems appropriate or necessary.

10. COMMENCEMENTS AND TERMINATION OF AGREEMENT. This Agreement shall be on a month-to-month basis. This Agreement shall become effective on the moorage commencement date set forth above and shall remain in force until terminated (a) by the Owner after giving the Marina at least thirty (30) days written notice prior to the date of termination, or (b) by the Marina after giving the Owner five (5) days written notice for default of any provision or condition of this Agreement, or (c) by the Marina after giving the Owner thirty (30) days written notice for any other reason. **Failure by Owner to provide 30 days notice will result in the owner forfeiting a prorated portion of the security deposit.** Upon the termination of this Agreement, Owner immediately shall remove the Boat from the Premises and, if not so removed, the Marina may remove the Boat from the Premises at Owner's expense to any location selected by Marina. Owner agrees that, in the event of such removal, the Marina shall bear no liability whatsoever for any loss, damage, or injury resulting therefrom either to the Boat, its appurtenances and contents.

11. RATE CHANGES. The Marina may change the monthly slip rental rates and electrical, utility, and service fee rates from time to time after giving Owner thirty (30) days prior written notice.

12. FORCE MAJEUR. The Marina shall be relieved of its obligations under this Agreement if it is unable to perform such obligations because of any casualty to the Marina, strike, work stoppage, extreme weather conditions, utility service interruption, or other act of man or nature beyond the reasonable control of the Marina.

13. PROOF OF OWNERSHIP. Owner shall provide a current copy of the USCG Documentation, and Washington State Vessel Registration as proof of ownership upon request by the Marina.

14. NOTICES. All notices under this Agreement shall be conveyed in writing by hand delivery or by certified mail, return receipt requested, to the Marina at both of the addresses stated below and to Owner at the address stated above. Such notices shall be deemed given on the date of delivery (if by hand delivery) or deposit into the mail (if by certified mail).

15. MOORAGE RIGHTS. Owner's rights to moorage in the Marina arise solely under this Agreement, and Owner hereby waives any other actual or claimed rights to moorage in the Marina.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties. No amendments of this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on or about the date set forth above.

OWNER:

_____ Date _____

MARINA:

PORT LUDLOW ASSOCIATES LLC

By: _____ Its: _____

Note: All notices to the Marina must be sent to one of the following addresses:

Port Ludlow Marina
Attn: Marina Manager
1 Gull Drive
Port Ludlow, WA 98365

or

Port Ludlow Associates
Attn: Accounts Receivable
70 Breaker Lane.
Port Ludlow, WA 98365