

PORT OF KENNEWICK MOORAGE AGREEMENT

This Moorage License Agreement ("Agreement") is made on the _____ day of _____, 2017 by and between Port of Kennewick, a Washington municipal corporation ("Port"), and the undersigned Vessel owner ("Owner") under the following terms and conditions:

Basic Moorage Agreement Provisions

The following Basic Moorage Agreement Provisions are hereby incorporated herewith as part of this Agreement:

- A. Owner Name(s):
- . Vessel Owner Mailing Address:
- B. Vessel Owner Home Address:
- C. Vessel Owner Phone Contact: Cell: Home: Work:
- D. Vessel Owner E-Mail:
- E. Vessel Owner Employer:
- F. Emergency Contact:
- G. Vessel Description: Make: Model: Year: Color: Length:
- WN:
- H. Dock /BH Dock: Slip #: Boathouse: Boathouse Width:
- I. Term: This Agreement will commence on January 1, 2017 and end on December 31, 2017. This Agreement will **automatically renew** for subsequent 12-month terms unless terminated by the Port as set forth below or by Owner providing written notice to the Port on or before NOVEMBER 30TH of Owner's intent to terminate the Agreement at the end of the current terms. NOTE: No partial year term are allowed without written consent of the Port. _____ **Initials**
- J. Monthly License Fee Total Per Month \$ (See Attached Clover Island Marina Rate Schedule)
(Moorage Rate)
- K. Due Date: Moorage payments are due at the Port office on or before the first day of each month. _____ **Initials**

1. **Grant of License.** The Port grants a license to Owner to use the moorage space for moorage of the Vessel, all in accordance with the terms of this Agreement.

2. **Monthly License Fee.** Owner shall pay Port in advance, on or before the first day of each month, the monthly license fee set forth above. See also the Clover Island Marina Rate Schedule. All payments shall be made payable to Port and delivered to the Port's address, or at such other address as Port may hereafter designate. Payments by check or cash only. Credit/debit cards are not accepted at this time

3. **Utilities.** At Owner's request, and subject to the payment of utility fees provided for herein, Port shall make available to Owner at the moorage space electrical power, water, and such other utility services generally made available to owners at the dock. Port 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 generality of the foregoing, Owner acknowledges that water service may be discontinued between Fall and Spring, on a schedule as determined by the Port. In addition, Port does not warrant that the utility services will be compatible with the utility service requirements of any vessel to be moored at the dock (including electrical interconnection requirements or the effect of electrolytic action), and Owner assumes all risk in this regard. Owner shall be responsible for ascertaining that the available electrical and other utility services to the moorage space are suitable for Owner's needs. All utilities shall be furnished to the moorage space at the established rates provided by the applicable utility provider's current rates. Owner shall be solely responsible for the payment of all utility charges applicable to the moorage space, which utilities shall be measured by a separate meter where applicable and billed on a quarterly basis. _____ **Initials**

4. **Late Fee; Interest; NSF Charge.** If Owner shall fail to pay when due any monthly license fee or any other sums due under this Agreement on or before the fifteenth (15th) day of any month, a late charge equal to the greater of (i) \$50, or (ii) five percent (5%) of the overdue amount shall be payable by Owner to reimburse the Port for costs relating to collecting and accounting for said late payment(s). In addition to any applicable late fees, 12% APR interest (1% per month), shall be applied to the total unpaid balances beginning the sixteenth (16th) day of any month. If an Owner check is returned by the bank for any reason, Owner shall pay a fifty (\$50) dollar fee for the Port's administrative costs and shall pay any associated bank fees. Future payments may be required to be made by cash or money order. The Port and Owner hereby agree that these charges represent a fair and reasonable estimate of what the Port might incur by reason of Owner's late or NSF payment. These fees are due and payable with the current rent payment. Port's acceptance of any late charge, interest or NSF fee shall not be deemed an extension of the date license fees are due or prevent the Port from exercising

deemed the "Moorage Space" hereunder for all purposes and the Agreement shall be deemed amended to that effect without further formality. Monthly License Fee rates for the new space shall be the same as those agreed to in the original Agreement, subject to adjustment for additional or less moorage space, as applicable. All other terms and conditions of the original Agreement shall remain in full force and effect. In the event that Owner elects not to accept the relocation of its Moorage Space, Owner shall so notify Port in writing. Port shall then have the option for thirty (30) days to terminate Owner's Agreement or to allow Owner to remain in its present Moorage Space. In the event that Port elects to terminate the Agreement, Owner shall be given thirty (30) days' notice.

23. **No Warranties.** Port makes no warranties, express or implied, as to the condition of the Dock (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Moorage Space for Owner's intended purposes. Port makes no representations or warranties, express or implied, regarding the draft of the Dock or that the approaches to the Dock, or the moorage space itself, will be free from wreckage or debris. Owner acknowledges that Owner has had an opportunity to inspect the Moorage Space and the Dock prior to execution of this Agreement and agrees to accept same in their current condition.

24. **Holding Over.** If Owner fails to remove the Vessel from the Dock upon termination of this Agreement, and without otherwise limiting the rights of Port hereunder, Owner shall pay Port the applicable daily rate for transient moorage (as determined by Port acting in its sole discretion) for each day the Vessel continues to be moored at the Dock. The Port shall have the right to elect to chain up, remove, impound, store and/or auction Vessel at Owner's expense.

25. **Notices.** Any notices hereunder shall be given in writing and be addressed to the parties' respective address for notices as follows:

Port of Kennewick	Owner
350 Clover Island Drive, Suite 200	Mailing Address Set Forth in Basic Provisions Above
Kennewick, WA 99336	

26. **Removal of Vessel in Emergency.** In case of emergency, Port is authorized to move any or all vessels without liability for damages or loss of any kind. Owner agrees to pay Port reasonable compensation for moving the vessels under such circumstances.

27. **Section Headings.** The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the Sections they introduce.

28. **Dock Rules and Regulations.** Owner shall comply in all respects with the Dock Rules and Regulations adopted by Port, which Dock Rules and Regulations may be revised by Port from time to time at the Port's sole discretion. Dock Rules and Regulations will be posted on the Port's website and will be provided to Owner upon Owner's request. Failure to comply with the Dock Rules and Regulations shall constitute a default hereunder.

29. **Binding on Heirs.** This Agreement and the terms and conditions hereof are binding upon and shall inure to the benefit of the successors and assigns of Port and the heirs, executors, administrators and, to the extent permitted hereunder, the assigns of Owner.

30. **Attorneys' Fees.** In the event that any action or other legal proceeding is brought to enforce any provision of this Agreement, 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. **Severability.** If any provision of this Agreement shall be found to be void, such determination shall not affect any other provision of this Agreement.

32. **Venue.** The Port and Owner agree that venue for any litigation involving this Agreement is proper in state court situated in Benton County, Washington, or any federal court situated in Spokane County, Washington.

33. **Amendments.** This Agreement constitutes the entire understanding and agreement of Port and Owner as to the matters set forth herein. No alteration of or amendment to this Agreement shall be effective unless in writing and signed by both the Port and the Owner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

PORT OF KENNEWICK

OWNER

By: _____
Tana Bader-Inglima, Deputy CEO

Signature

Printed Name