

1 Port of Camas-Washougal Lease Application

Thank you for your interest in slip [SLIP ID]. Please complete the following form. After you complete the form you will be forwarded to our payment page where we will collect a non-refundable \$[FEE] fee to hold your reservation.

You are required to bring the following items to the Port office within 3-days of rendering payment for final approval and activation of your lease. Your lease will not be finalized without all the following documents. Marine insurance is required by state law RCW 53.08.480:

1. A printed copy of your completed lease application (this document)
2. A copy of your photo ID
3. A copy of your current boat registration
4. A copy of proof of insurance

Upon turning required documentation into the office, each tenant is required to pay 1st and 2nd months rent and purchase a minimum of one (1) gate key (unless you already own one). Gate keys are \$20.00 each.

2 Leaseholder Information * denotes a required field


First Name*	Primary Phone*
<input type="text"/>	<input type="text"/>
Last Name*	Secondary Phone*
<input type="text"/>	<input type="text"/>
County*	Other phone
<input type="text"/>	<input type="text"/>
Mailing Address*	Email address*
<input type="text"/>	<input type="text"/>
<input type="text"/>	Emergency Contact Name*
City*	<input type="text"/>
State*	Emergency Contact Phone*
<input type="text"/>	<input type="text"/>
Zip Code*	If the owner lives more than 75 miles from the Port, please provide a local contact name and phone number.
<input type="text"/>	<input type="text"/>
Place of Employment	<input type="text"/>
<input type="text"/>	

3 Boat Owner Information * denotes a required field

Name of Registered Boat Owner(s)*	Primary Phone*
Owner name 1	<input type="text"/>
Owner name 2	Secondary Phone*
<input type="text"/>	<input type="text"/>
Mailing Address*	Other phone
<input type="text"/>	<input type="text"/>
<input type="text"/>	Email address*
City*	<input type="text"/>
State*	Emergency Contact Name*
<input type="text"/>	<input type="text"/>
Zip Code*	Emergency Contact Phone*
<input type="text"/>	<input type="text"/>

4 Boat Information * denotes a required field

Please take a current measurement of your boats overall length using the Marina guideline photograph. The manufacturers' length will not work as a measurement. Most manufacturers' lengths do not include swim platforms, motors/ props and bow sprints. If you wish to keep a kicker motor up and out of the water, please measure your boat with it up. If you are placed in a slip that is the incorrect size, you will be relocated and charged a \$50.00 relocation fee. If there aren't any slips to suit your need, we will terminate your lease.



Boat Length* (Min 26.0, Max 31.0)
 feet

Boat Name

Boat Width*
 feet

Boat Make*

Boat Color*

Boat Year*

Boat Registration Number*

Other Description

Tags On Vessel and Current?*
 Yes No

Does this boat have a trailer?* Yes No

5 Lease * denotes a required field

Lease Commence Date
This lease will commence on [INSERT DATE] and will be effective until terminated as provided herein.

Lease Term / Cost*
 6 months - \$194.75 per month
 9 months - \$173.11 per month

** Rate subject to additional out of district cost of \$7.50 per month for anyone outside a Camas or Washougal address.

This lease is for a minimum term as selected above and will then convert to a MONTH to MONTH after lease term expires, until new lease agreement is signed. The month to month start date for the selected lease term is **07/03/2017**.

Additional Options
 Prepaid Electricity – 20' Slips: \$15.00 mo. OR 25' Slips: \$17.00 mo.
 Metered Electricity – 30', 35', 40' Slips: \$20.00 per quarter plus usage
 Dock box rental - \$15.00 mo. with \$30.00 installation fee
 Autopay - \$5.00 discount will be applied monthly to continue payment automatically. Payment will debit on the 10th of each month.

Payment Policy
Monthly fees are to be paid in advance and are due on the 1st of each month, Initial regardless as to when an invoice is received. Effective January 1, 2009, all rents unpaid after the 10th of the month will be assessed a \$50.00 late fee. Payments are applied to the oldest outstanding invoice(s) first. Chronic late payments will not be tolerated.

NOTICE: In the event this account becomes delinquent, all written and verbal communications will be an attempt to collect the debt and any information will be used for that purpose.

Termination Policy
A thirty (30) day WRITTEN termination notice is required when you wish Initial to cancel your moorage. Notice may be mailed, faxed, or e-mailed. The Port office will mail a letter of confirmation. If you should decide to cancel your moorage termination a set up fee will be charged at the current rate listed in the Port's Schedule of Rates & Fees.

Boat to Slip Ratio
Owner's boat length must be within the guidelines of Port's boat-to-slip Initial ratio per the Marina Policy Manual. Upon inspection of the vessel if length doesn't meet slip criteria per Marina Policy Manual port reserves the right to cancel moorage or relocate vessel with a relocation fee charged at the current rate listed in the Port's Schedule of Rates & Fees.

Notice to Owner
By execution of this Lease, Port and Owner agree to all its terms and conditions. Owner further agrees that Owner has had the opportunity to review and be provided with a copy of the Port's Marina Policy Manual and Tariff Schedule, and Owner agrees to be bound by all terms and conditions in those documents, as now or hereafter amended. By signing this Lease, you agree that you have read and understand all of the terms printed on the reverse side, including the Release of Liability (No. 7), and agree to those terms as a condition of renting moorage space from the Port.

Additional Terms & Conditions*

1. Reserved Berth Fees – To obtain a reserved berth, Owner hereby agrees to pay in advance the monthly fees provided by the Port's posted Marina Policy Manual and Schedule of Rates & Fees applicable to all berths at the Marina. The Port reserves the right to change this Manual and Rates & Fees from time to time, and Owner hereby agrees to comply at all times throughout the period of this Lease with the Manual and Schedule of Rates & Fees as it may be changed.
2. Utilities and Services – Owner agrees to pay for all electricity and other utilities or services, which shall be furnished to his boat at the established rates provided by the Port's posted Schedule of Rates & Fees then in effect. Electrical service at Marina slip must be paid for monthly in advance or, if metered, paid quarterly. If boat is permanently removed from the moorage, a refund of the unused portion of the prepaid electricity will be made. A minimum hook-up fee of one month will be charged even if electricity is canceled prior to usage.
3. Service Measures – From time to time, certain boats within the Marina experience conditions that require immediate attention. At such times, the Port staff will make all reasonable efforts to reach the owner of the affected boat. If unable to reach the Owner, the Port will attempt to provide appropriate service measures deemed by the Director to be in the best interests of the Owner and Port. The Owner hereby agrees to pay for these services at the rate provided in the Port's posted Schedule of Rates & Fees then in effect.
4. Default – In the event the Owner violates any provision of this Lease, the Port may seize the boat moored subject to this Agreement together with said boat's tackle, apparel, fixtures, equipment and furnishing (the Property). The Port shall have a lien against said Property for all charges and late fees then owing or later accrued, and all costs, including reasonable attorney's fees, included in the collection of said charge or Foreclosure on said Property. The Port may move the Property to wet or dry storage, and may charge the Owner additional fees and charges related to said storage, as provided in the Port's posted Schedule of Rates & Fees then in effect.

The Port may proceed to Foreclose its lien under the procedures outlined in Resolution No. 3-88, adopted pursuant to RCW 53.08.320; or according to the summary procedure authorized by RCW 60.10 and RCW 60.36.010. The Port may also utilize any collection remedy authorized by Federal, State or local statute or ordinances, AND Owner agrees to pay all court costs and attorney fees incurred by the Port in the course of collecting amount owed under this Lease. In the event the Owner is sent to collections, a finance fee of 15% of total amount due will be assessed to the account.

5. Condition of Boat/Slip – The Port does not accept Owner's boat for storage or as a bailee and shall not be liable or responsible in any manner for its safekeeping and condition of its Property. Marina premises adjacent to the moorage have been inspected by Owner and accepted in their present condition. Owner shall keep them neat, clean, orderly and as free as possible from all flammable substances. In consideration of the granting of this Lease, the Owner hereby waives all claims for damages against the Port and agrees that he will not attempt to hold the Port responsible for any damages sustained by him or his property for whatever cause.
6. Release of Liability – Owner agrees to indemnify and hold the Port harmless from and against all liability, claims, damages, judgments or penalties arising from any loss, injury or damage to persons or property which is the result, in whole or in part, of the act or omission of the Owner, his agents, employees, contractors or sub lessees, or which results from the use or occupancy of the Port's moorage by Owner or the persons listed above, or the operation or condition of Owner's boat or assigned moorage space. Owner agrees to pay all attorney fees and other expenses incurred by the Port in defending any suits or claims brought against the Port upon any of the aforementioned matters.

Except for its intentional misconduct, or the gross negligence of its agents, or employees, the Port shall not be liable for, and Owner, notwithstanding that joint or concurrent liability may be imposed upon the Port by a statute or court decision, hereby waives all claims against the Port for any damage or injury to any person or to any property on or about the premises subject to the Agreement between Port and Owner, or upon the Owner's watercraft or premises, during the term of said Agreement, and for liability, costs and reasonable expenses arising out of any default by Owner in observing any condition of said Agreement or the Port's Marina Policy Manual and Tariff Schedule.

7. Compliance with Laws and Regulations – Owner and his guests agrees not to commit waste or maintain a nuisance and to comply with all applicable Federal, State and local laws, statutes and ordinances, and all rules, regulations and special instructions issued by the Port's Director or his agents. A copy of the Port's current Marina Policy Manual and Schedule of Rates & Fees has been made available to owner with this lease.
8. Assignment of Lease and/or Berth – Owner shall not assign or transfer this Lease or any interest herein, or any interest in the berth designated by this Lease, and Owner shall not use that berth for any commercial purpose without prior written permission of the Director.
9. Termination by Port – Port may terminate this Lease by providing Owner with the written notices authorized by law for termination of tenancies, with or without cause, or by 30 days written notice prior the end of any rental period. Reasons for termination include, but are not limited to: Submission to collections; Foreclosure; Chronic late payments; Non-current vessel registration; Safety concerns; and Complaints from other tenants.
10. Inspections – The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.
11. Gate Key Card – Owner agrees to pay the Marina Card Key fee as per the Port's Schedule of Rates & Fees.
12. Delinquency – If Owner's boat is seized due to Owner's delinquency in moorage rental payments (see No. 4 Default), Owner's gate key card(s) will be deactivated until the account is brought current and the Port has released the boat.
13. Acceptance of Lease – Submitting this form shall constitute Owner's admission of his/her familiarity with this Moorage Lease Agreement, the Port's Marina Policy Manual and Schedule of Rates & Fees, and Owner's agreement to comply with the same and any amendments.
14. DEFINITIONS – the words "Port Area" as used herein shall mean those areas within the Marina, including water, land, air space above, and all buildings. The word "Port" shall mean "Port of Camas/Washougal". The word "Director" shall mean "the Executive Director of the Port of Camas/Washougal and his agents". The words "berth" and "slip" are used to mean the leased space the boat occupies.

Agreement*

Please type your name in the text box to sign this lease document. Your signature states that you agree to all of the terms and conditions listed in this document.