



**CITY OF BELLEVUE
 PARKS & COMMUNITY SERVICES DEPARTMENT
 BELLEVUE MARINA
 AT MEYDENBAUER BAY
 2 – 99th Avenue NE**

MOORAGE AGREEMENT

This MOORAGE AGREEMENT (the “Agreement”), is between the CITY OF BELLEVUE, a Washington municipal corporation (the “City”), and

_____, the undersigned boat owner(s) (the “Tenant”), for the purpose of renting moorage space for the Tenant’s boat designated below (“the Boat”) at Bellevue Marina at Meydenbauer Bay (the “Marina”), on the following terms and conditions:

1. COMMENCEMENT AND TERMINATION OF AGREEMENT. This Agreement shall become effective as of _____. The term shall be MONTH-TO-MONTH under the following conditions, which are accepted by Tenant by virtue of signing this Agreement. This Agreement shall remain in force unless terminated by written notice given by either party to the other, thirty (30) days or more, preceding the end of any rental month. Written notice shall be given to the City, addressed to the Contract Administrator at the address stated below. Tenant shall be responsible for and agrees to pay no less than one month’s rent after Tenant provides the City with thirty (30) days written notice of termination.

2. MONTHLY RENT. The Tenant shall pay rent of \$ _____ and Leasehold Excise Tax of \$ _____ due under RCW 82.29A, for a TOTAL MONTHLY RENT of \$ _____ on or before the 1st day of each and every month of this Agreement. The first month’s rent shall be prorated if the Agreement commences on a day other than the first day of the month. In addition to such rental, a deposit equal to the total monthly rent is due in advance with the first month’s rent. The deposit shall be returned following termination of the Agreement, minus any rent or other charges then remaining unpaid. Moorage rates are set administratively by the City and will be amended on or before June 1st each year, or by providing Tenant (30) days prior written notice to Tenant.

The total monthly rent set forth above is payable in advance by the 1st day of each and every month. Any rent unpaid by the due date is termed delinquent.

Rent received on or after the 6th business day of each month shall result in assessment against Tenant of a \$40.00 late payment charge. Any check which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a \$ 25.00 returned check fee. Should Tenant submit a check that is dishonored or returned for insufficient funds, or should Tenant offer payment to cure any default such as following receipt of a Pay or Vacate Notice, Tenant shall make such payment by cash, cashier’s check, or money order. Notwithstanding the foregoing, the City may issue a Three Day Notice to Pay Rent or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If, for reason of non-payment of rent, the City issues a statutory Three Day Notice to Pay Rent or Vacate, or if the City shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Tenant agrees to pay, in addition to the delinquent rent and late payment charges provided for above, the sum of \$50.00 for preparing and giving the notice, which shall be paid by the deadline for compliance with the Notice.

The City may, at City’s option, apply deposits received from Tenant to balances due in the following order: damage, repairs, late payment charges, notice fees, and past due rent.

Pier _____ Slip _____

Tenant Initials _____

3. PAYMENT. Tenant agrees to provide Tenant's name, Pier, and Slip number with all payments. Failure to do so could result in termination of Agreement by the City or late fees. Payments shall be made to the City by either mailing a check or money order and addressed to:

Marina
City of Bellevue Service First
PO Box 90012
Bellevue, WA 98009-9012

4. MOORAGE, PARKING, RE-ASSIGNMENT, SUBLEASE. The City shall provide ONE MOORAGE SPACE per tenant. The City hereby agrees to rent moorage space:

Pier _____, Slip # _____ subject to such regulations as the City may make from time to time respecting the use thereof. Tenant shall be permitted to store one Tender (Dinghy) within Tenant's moorage space, provided it is : (1) owned by Tenant, (2) rubber or inflatable with fiberglass hull, (3) less than 10' in length, (4) fits within moorage space herein, and (5) stored adjacent to dock and not in the waterway.

Vehicle parking will be on a first-come, first-served basis, and Tenant and his/her invitee(s) park at their own risk. The City does not guarantee that parking will be available.

The City reserves the right, with reasonable cause, to re-assign moorage space as necessary to meet special circumstances.

5. BOAT INFORMATION. The moorage space shall be used only for the Boat, and dinghy if applicable, designated below:

Name	Registration or Identification Number

Length	Beam	Make and Type

Tenant agrees to provide the City with proof of ownership of the designated Boat. A copy of any of the following documentation shall be accepted by the City as reasonable proof of ownership:

- Current certificate of title listing the Tenant as owner.
- Current State issued certificate of registration listing the Tenant as owner.
- Current documented vessel certification provided by the United States Coast Guard listing the Tenant as owner.
- Bill of Sale or other financial record listing the Tenant as owner.

Tenant shall not assign, transfer or encumber any rights, duties or interests therein. Tenant shall not sublet the whole or any part of the moorage space..

Dingy Yes_____ No_____

Description of Dinghy:

Pier_____ Slip_____

Tenant Initials _____

6. BOAT TO BE SEAWORTHY, MANDATORY BOATER EDUCATION.

Tenant shall at all times keep the Boat seaworthy. Tenant shall perform mandatory inspections of the Boat at a minimum frequency of once per three (3) months.

In 2005, a law was passed requiring boat operators to take a boater safety education course in order to operate a boat in Washington state. The law applies to operators of motorboats with 15 horsepower or greater. Tenant shall provide a copy of Tenant’s Washington State Boater Identification to the City prior to Tenant mooring the Boat at the Marina unless Tenant is exempt from attaining such identification. A current list of exemptions is available at www.boaterexam.com/usa/washington/faq.aspx. Tenant understands and agrees that anyone operating Tenant’s Boat within the Marina shall have passed an approved Washington state boater safety education course and have in their possession a copy of their Washington State Boater Identification card to present to authorities.

7. CITY CONTACTS, EMERGENCY, NOTICE. Facility use within the Marina is determined by the City. All questions regarding moorage availability, fees, wait lists, subleasing opportunities or parking, are to be directed toward the City’s Marina management staff. For non-emergency situations, the Contract Administrator for the City at (425) 452-4883, or, if for any reason, Tenant is not able to notify the Contract Administrator, Tenant shall call the Bellevue Parks & Community Services Department during working hours at (425) 452-6855. On observed City holidays or during non-working hours, Tenant shall call Parks Standby at (425) 452-6917.

Tenant shall call 911 in case of emergency involving injury to person or in case of fire, to report suspicious persons or activities, etc.

Tenant shall direct all rent checks to the Treasury Division as outlined in Section 3. Tenant shall direct all other correspondence and notices to:

Contract Administrator
Parks & Community Services Department
PO Box 90012
Bellevue, WA 98009-9012.

8. UTILITIES AND SERVICES. Tenant agrees to pay for all electrical and other utilities or services which shall be furnished to the Boat. It is understood that utilities are not currently being separately metered or invoiced. Tenant will be given at least thirty (30) days’ notice of the City’s intent to initiate charges for any utility services. The City specifically does not guarantee continuity or characteristics of such services and their compatibility with the Boat.

Tenant acknowledges and accepts that the provision of electrical power to the Boat may create the risk of Electric Shock Drowning (“ESD”). Tenant agrees to take reasonable steps to prevent ESD, including periodic review by a licensed marine electrician of the Boat’s electrical system and connection(s) to the Marina electrical pedestal.

In the event that Tenant’s Boat trips any of the Marina’s electrical circuit breakers, Tenant agrees to retain (at Tenant’s sole expense) a licensed marine electrician to inspect the Boat’s electrical system and all electrical connections between the Boat and the Marina electrical pedestal. Tenant acknowledges and agrees that the City will not turn power back on to the Boat until Tenant’s licensed marine electrician verifies that his/her inspection of the Boat’s electrical system and all electrical connections between the Boat and the Marina electrical pedestal revealed either (1) no evidence of any issue with such electrical system or electrical connections or (2) that any issues with such electrical system or electrical connections have been repaired. In no event will the City bear any liability whatsoever for any damages arising from the Boat tripping any of the Marina’s electrical circuit breakers.

9. USE OF MARINA. Tenant understands that the Marina boathouse and parking lot shall not be used for storage of Tenant’s belongings. Tenant shall not use the Marina or any part thereof for any illegal purpose. Tenant will keep the moorage space neat, clean, and orderly and as free as possible from flammable substances. Tenant shall not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor

Pier_____ Slip_____

Tenant Initials _____

at the moorage space or permit anything to be done in any way that will tend to create a nuisance or disturb any other tenants, or adjoining property owners. No person shall live aboard the Boat. It is understood that the head may be operated, provided that no sewage (either treated or untreated) is allowed to discharge while the Boat is moored at the Marina. Tenant understands that jet skis will not be permitted to be used or stored within the Marina, including docks and Marina waterways. Tenant understands that linseed oil and/or solvents will not be permitted to be used in the Marina, including docks and Marina waterways.

10. ALTERATIONS. Tenant shall not make any alterations, additions or improvements to the Marina, moorage space, plumbing, wiring, appliances or equipment belonging to the City without first obtaining the City's written consent, which consent the City may withhold in its sole discretion.

11. INSURANCE. Tenant shall carry an insurance policy covering the Boat at all times during the term of this agreement with Marine Liability and/or Protection & Indemnity coverage. Such policy shall include coverage for pollution liability and shall name the City as an additional insured. A waiver of subrogation against the City shall also be required for any coverage that is not carried on a personal lines policy. The minimum limit of liability coverage shall be:

- \$1,000,000 for any Boat 33 feet and over in length; or
- \$500,000 for any Boat 32 feet and under in length

Tenant shall also carry Hull insurance with limits to the full market value of the Boat.

Proof of insurance shall be submitted to the City and attached to this agreement for approval prior to the boat being allowed to moor at the marina.

12. WAIVER OF RESPONSIBILITY, HOLD HARMLESS. It is mutually agreed that the City does not accept the Boat for storage, shall not be held liable or responsible in any manner for the safekeeping or condition of the Boat, its tackle, apparel, fixtures, tools, equipment, and/or furnishings, and is not responsible thereof as a warehouseman or bailee, but that the relationship between parties is simply that of Landlord and Tenant. It is further agreed that the City shall not be held liable or responsible for any personal injuries suffered by Tenant, Tenant's agents, invitees, and/or employees arising from any cause, upon Boat, in the Marina, or City's property adjacent thereto. The Marina, pier, and slip have been inspected by Tenant and are accepted by Tenant in the present condition. Tenant assumes the risk of damage to his/her Boat, its tackle, apparel, fixtures, tools, equipment, and/or furnishings either upon the Boat or in the Marina from any cause whatsoever including interruption of utilities, or for injury to Tenant, Tenant's agents, invitees and/or employees, occasioned by any cause within the Marina or City property adjacent thereto arising out of acts of Nature, activities of tenants, or the activities of third parties.

Tenant agrees to indemnify and hold the City harmless from any loss, claim, damage or injury resulting from the acts or omissions of Tenant, Tenant's agents, invites and/or employees. Tenant hereby grants the City and its agents and employees free access at all times to the moorage space for purposes of inspection for compliance with this Agreement, exterior cleaning, or to make necessary repairs, additions or alterations within the Marina or on property owned by or under control of the City, moving the Boat in the event of an emergency or other special circumstance, fighting of fire or other casualty or, in the discretion of the City, preventing any casualty or potential hazard. However, the City does not assume any responsibility for the Boat on the basis of the foregoing rights. The City shall not be held responsible to provide moorage in the event the Marina is destroyed partially or completely.

13. TENANT'S COMPLIANCE WITH LAWS, HOLD HARMLESS. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities and special instructions issued by the City, pertaining to Tenant's use of and activities in the Marina, or in waters controlled by or adjacent to the Marina, including, without limitation, all applicable laws, regulations or ordinances pertaining to illegal drugs, air and water quality, Hazardous Materials (as hereinafter defined), waste disposal, air emissions and other environmental matters. Tenant shall not cause or

Pier_____ Slip_____

Tenant Initials _____

permit Tenant, its agents, employees, contractors, or invitees to bring upon, keep, store, use or dispose of any Hazardous Substances on, in or about the Marina without the prior written consent of the City, which consent the City may withhold in its sole discretion. Hazardous Materials are defined as any hazardous or toxic substance, material or waste including those substances, materials, and wastes listed by the U.S. Environmental Protection Agency as hazardous substances (40 CFR 302 and amendments thereto), petroleum products, or such other substances, materials and wastes that are or become regulated under any applicable local, state or federal law. Tenant shall indemnify, defend and hold the City harmless, from any claims, judgments, damages, penalties, fines, costs, liabilities or losses arising during or after the term of this Agreement resulting from Tenant's, or Tenant's agents, employees, contractors or invitees use or activities in violation of this Section. This indemnity shall survive the expiration or earlier termination of this Agreement.

14. ATTORNEY'S FEES. If the City incurs any expense and/or must institute litigation as a result of Tenant's default, Tenant shall pay the City's collection agency fees and all expenses and/or reasonable attorney's fees incurred as a result of the alleged default. Such costs or expenses incurred shall be deemed additional rent and immediately due, whether or not suit is commenced.

15. DEFAULT. If any rents or any part thereof shall be and remain unpaid when the same become due, the City may provide written notice of charges owing. If after Tenant has been notified of unpaid charges owing Tenant fails to pay charges owing, the City may take actions as outlined in Section 2 herein, and/or commence procedures allowed by law, including, but not limited to, Section 53.08.320 of the Revised Code of Washington, to recover monies owed.

16. SECURITY, KEYS, CARETAKER. Prior to mooring the Boat, Tenant will be provided two restricted blank keys, such keys to be returned upon termination of this Moorage Agreement. A charge of \$50.00 per key for replacement shall be made if lost or destroyed. Tenant agrees to keep pier gates closed at all times and to let no one on the piers who does not have a key. Tenant's invitees must be accompanied by Tenant when accessing pier, or in the alternative, have a key provided by Tenant. If an agent, employee, contractor, or invitee of Tenant is to have access to the Boat, Tenant agrees to provide a key. Tenant accepts responsibility for the actions of all persons Tenant invites into the Marina.

The City has contracted with an entity to provide caretaking services at the Marina. The general responsibilities of the Caretaker shall be to provide marina security and public outreach when on the premises, that may include: inspection of the marina facilities three (3) times a day, morning, afternoon, and evening; security personnel on-site between the hours of 10:00 pm and 6:00 am, seven days per week; collection and disposal of incidental litter or debris while patrolling the Marina; inspection of all boats to ensure they are properly secured; inspection of all pier gates; and cleaning and maintenance of the Marina restrooms no less than bi-weekly.

Tenant understands and agrees that the Caretaker IS NOT on the premises 24 hours per day. As a contractor to the City, and to ensure open and transparent operations, the Caretaker is not permitted to provide services to tenants, including but not limited to, boat cleaning, emergency boat retrieval, etc. Further, the Caretaker is not permitted to accept gifts or favors that may be offered from Marina tenants in acknowledgement of services provided. Tenant may send a letter to the City as a means of acknowledging service. Facility use within the Marina is determined by the City. All questions regarding moorage availability, fees, wait lists, subleasing opportunities or parking, are to be directed toward the City's Marina management staff, as outlined in Section 7 herein.

17. EXTENT OF AGREEMENT, MODIFICATION. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto. Tenant agrees to abide by all Management Plans and Policies provided to Tenant currently in existence or to be modified. The City shall provide Tenant thirty (30) days prior written notice of said revisions to the Management Plans and Policies.

Pier_____ Slip_____

Tenant Initials _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____, 20 __.

City of Bellevue

By: _____ By: _____
Tenant Signature

Tenant Signature

Address

City, State, Zip

Home Phone

Business Phone

Driver's License Number (1)

Driver's License Number (2)

Email Address 1:

Email Address 2:

Emergency Contact:

Alternative Emergency Contact:

Approved as to Form:
4/29/2016 Version 11

By: _____
Robert A. Hyde, Deputy City Attorney

Please sign me up to receive e-Alerts about Bellevue Parks & Community Services by e-mail:

Monthly Events

Parks & Community Services News

Many other lists are available – visit www.bellevuewa.gov and click on the e-Alerts icon for more options.

Pier_____ Slip_____

Tenant Initials _____