

Sudden Valley Community Association

4 Clubhouse Circle, Bellingham, WA 98229 360-734-6430 | www.suddenvalley.com

January 15, 2025

Dear Marina Moorage/Storage Customers,

The 2025 boating season is rapidly approaching, and it is time to renew your moorage contract for the year.

Key dates to remember:

- January 15th SVCA sends out license renewals
- February 28th Last day to renew your rental agreement for wet moorage or dry storage
- March 1 Wet and dry slips that were not renewed will be offered to customers on the waiting list

How to renew:

- Complete the 2025 Marina Moorage Agreement (a copy is included in this letter)
- Provide a copy of your current boat & trailer registration
- Provide proof of your current boat & trailer insurance
- Provide a clear photo of your boat & trailer
- Return all materials to:
 - In Person
 SVCA Community Center
 8 Barn View Dr.
 Bellingham, WA 98229

Via Mail* SVCA 4 Clubhouse Cir Bellingham, WA 98229

Make your payment via debit or credit card.

* If you mail in your documents, you will need to call the SVCA Community Center to make your credit card/debit card payment over the phone.

Please note: Your renewal is not complete until all the required materials and payment have been received. Payment can only be made by debit/credit card. Payment will only be accepted once all documents above have been received and reviewed. If renewal is not complete by February 28, 2025, you will forfeit your slip/rack occupancy.

Questions?

• Call SVCA Member Services at 360-734-6430, or the SVCA Community Center at 360-366-8450.

Not Renewing?

 Complete the Termination of Moorage form and remove your boat & trailer by January 31, 2025

Regards,

Michael Bennett, General Manager 360-734-6430, x 321 mbennett@suddenvalley.com

2025 Marina Fees

| 2025 Marina Fees | | | | |
|---|----|----------|------------|--|
| | Ν | /lember | Non-Member | |
| Annual Wet Moorage Only | | | | |
| Select Slip | \$ | 1,952.00 | N/A | |
| Premium Slip | \$ | 1,769.00 | N/A | |
| Standard Slip | \$ | 1,630.00 | N/A | |
| Annual Wet/Dry Combo Moorage | | | | |
| Select Slip | \$ | 2,155.00 | N/A | |
| Premium Slip | \$ | 1,971.00 | N/A | |
| Standard Slip | \$ | 1,832.00 | N/A | |
| Annual Dry Moorage Only | | | | |
| Annual Dry Marina Storage (includes launch) | \$ | 600.00 | N/A | |
| Kayak Storage | | | | |
| Kayak Rack Storage | \$ | 140.00 | N/A | |
| Launch Pricing (Registered Watercraft) | | | | |
| Season Pass (1 card) | \$ | 100.00 | \$ 400.00 | |
| Daily Pass | \$ | 25.00 | \$ 50.00 | |
| Wait List Fee (One time) | | | | |
| Wet Slip – 50% applied to payment when contract Is signed; forfeit 100% if member declines appropriate slip when offered. | \$ | 100.00 | N/A | |
| Dry Slip – 50% applied to payment when contract is signed; forfeit 100% if member declines appropriate slip when offered. | \$ | 100.00 | N/A | |



SUDDEN VALLEY 2025 MARINA MOORAGE/STORAGE LICENSE AGREEMENT

| Wet Slip:Dry Slip: | Amount Paid: \$ Date: |
|---|--|
| Wet Slip Type: | BRIVO Card Activation: |
| Decal Is | ssued: Staff Initial: |
| Boat Owner Information ("Customer") | |
| Name: | |
| Physical SVCA Address: | |
| Preferred Mailing Address (If different | than above): |
| City/State/Zip: | |
| Telephone: | Alternate Phone: |
| Email Address: | |
| MUST be submitted with your annual | ENT registration and insurance on the boat and trailer and a photograph payment prior to access being approved.) |
| Boat Length: | Boat Width: |
| Boat: Boat DOL Registration No: | Expires: |
| Type/Make of Trailer: | |
| Trailer Length: | Trailer Width: |
| Trailer License Plate State & No: | |
| Insurance Company: | Policy Expires: |
| | LICENSE Terms and Conditions: |

Subject to the terms and conditions set forth herein, the Sudden Valley Community Association ("Association") hereby grants an annual license to the Customer for use of an assigned slip. This License is granted subject to the terms and conditions of this License and any Marina Rules and Regulations as they now exist or are from time to time amended.

Failure to comply with all terms and conditions of this License and/or the Marina rules and regulations may result in termination of this License upon two days' notice and opportunity to cure.

- 1. Annual notice of License renewal will be sent by January 15th, 2025. The annual fee for marina moorage/storage must be paid by February 28th. If payment has not been received by the Association on that date, this License will be terminated.
- 2. This License is granted for the term of one calendar year, commencing on January 1st and ending on December 31st. Customers granted a License at any time during the calendar year will be required to pay the full annual fee.
- 3. Moorage/Storage fees are reviewed annually by the Board of Directors and are subject to change, effective as of the renewal date, if applicable, of this Agreement. The annual cost will not increase once the license is signed.
- 4. Lost Marina boat launch key cards can be replaced by paying a \$15.00 replacement card fee at the Recreation Department.
- 5. Marina Rules and Regulations are incorporated into this Agreement by reference, as though fully set forth herein. The Customer shall be responsible for the expense of any maintenance, repair, or replacement necessary to the Association's property as a result of the activities resulting from the use, storage, or maintenance of the vessel and/or vehicle on Association property.
- 6. Customer further agrees and covenants that upon Customer's noncompliance with the terms of this Moorage/Storage Agreement, including violation of the Marina Rules and Regulations, the vessel and/or vehicle may be removed forthwith and all costs incurred including, but not limited to, additional handling, impound, collection costs, attorney fees, and all court costs connected with the collection of the amount due shall be borne by the Customer, in the manner provided by law, and charged as a fee to the Customer's Lot(s) in Sudden Valley.
- 7. The Customer acknowledges that information provided by the Customer is true, accurate and complete. Customer shall notify the Association of any change in the information, including but not limited to, contact information such as address, phone number, email, etc. Customer agrees to contact the Association in writing when permanently removing the vessel and/or vehicle. No refunds will be given after May 1st.
- 8. Owner shall not sub-lease or share the slip or storage space.
- 9. Vessels moored in the Marina must be completely without hazardous conditions as determined solely by the Association, and ready for cruising in local waters. The Association may require that the Customer provide, at no cost to the Association, additional information (such as a marine survey) to establish seaworthiness.
- 10. Any fuel or oil that is spilled into the Marina must be reported immediately to the Recreation Center and/or Administration.
- 11. Only vessel and vessel trailers will be allowed to park in designated dry storage areas. Flatbed, utility, and other types of trailers are not permitted in the Marina.
- 12. Customer shall submit UP TO DATE registration and insurance once the documents on file expire. If this is not completed the access card will be turned off until current documentation is turned in to the Recreation Center. This can be done by email or in person.
- 13. Customer shall park only in the designated spot. Should the boat be found anywhere other than Customer's assigned spot Security/Recreation Department will attempt to notify you. If the boat is not moved upon notification then Security may have it towed or removed from the water and placed in storage at the Customer's sole cost and expense, which amounts may be charged as a fee against

Customer's Lot(s) in Sudden Valley. (Note: Vehicles not parked within the Marina may not be parked outside of an approved garage, carport, or other appropriately screened area on any residential property for longer than 72 hours as per SVCA rules and regulations 2.3)

- 14. The Customer acknowledges that the Association shall not be liable or responsible in any manner for the safekeeping of the vessel it's tackle, gear, apparel, equipment and/or furnishings. In part consideration for the granting of the License herein, the Customer does hereby forever, release and discharge the Association, it's Board, 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 the Customer's Vehicle, or Vessel within the Marina except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of the Association, it's Board, 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 License.
- 15. In part consideration for the granting of the License herein, the Customer shall save, defend and hold harmless the association, its Board, 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 the Customer, the Vehicle or the Vessel within the Marina except to the extent and in proportion that such property damage or personal injury is caused by the gross negligence of the Association, it's Board or Employees. This indemnification and hold harmless is a negotiated term of the economics of the License.
- 16. This License Agreement shall be governed by Washington law. Exclusive jurisdiction and venue for any dispute arising under this License shall be the Whatcom County Superior Court. Without limiting the foregoing, the Customer specifically waives any jurisdiction of the federal district court or the right to seek removal to the federal district court. The substantially prevailing party in any action to enforce the terms of this License Agreement shall be entitled to an award of its attorneys' fees and costs.
- 17. The waiver or failure of the Association to enforce any term or condition of this License Agreement shall not be a waiver of any right to enforce this License Agreement.
- 18. In the event vessels or trailers need to be relocated due to Marina repairs, improvements or work within the Marina, Customer shall be given as much notice as reasonably possible. In the event Customer does not move the vessel within the given timeframe, the Association shall have the vessel/trailer relocated at the owner's expense and costs added to the Customer's account associated with the property listed on the Agreement. In the case of an immediate emergency where immediate relocation is necessary, should the Customer not be able to relocate the vessel/trailer, the Association will have the vessel relocated and will notify the Customer, with costs being charged as a fee against the Customer's lot(s) in Sudden Valley.
- 19. Each vessel and trailer using wet moorage and dry storage must have a current SVCA decal attached for identification purposes.

RELEASE:

By signing the Sudden Valley Marina Moorage Agreement, you agree that you have read and will abide by this agreement and the Marina Rules and Regulations (attached).

Signature

Date

Payments for marina moorage/storage, may be made in person at the Sudden Valley Community Center or over the phone by calling 360-366-8450 only after all renewal paperwork has been received. :

SVCA, 4 Clubhouse Circle, Bellingham, WA 98229

Make sure to pick up your tags for the 2025 season