



Sudden Valley Community Association

Policy: Marina/Moorage Storage Agreement

Date: December 11, 2025

Number: 2025.09

This Marina/Moorage Storage agreement was approved by our Board of Directors committee.

History: Rescinded Policy: 2018.09

Superseded/Replaced by Policy: 2025.09



Sudden Valley Community Association

2026 Marina Moorage & Storage License Agreement

For Office Use:

Assigned Wet Slip #: _____ Assigned Dry Slip #: _____

☐ Agreement Signed ☐ Copy of Vessel & Trailer Registration ☐ Copy of Valid Insurance

☐ Photo Payment Date: _____ Payment Amount: \$ _____

☐ Stickers Issued ☐ Access Card Staff Initials: _____ ☐ Scanned to AR

Slip Occupants Information

Occupants Name(s): _____

Address: _____

City: _____ State: _____ Zip: _____

Mailing Address (If different from above): _____

City: _____ State: _____ Zip: _____

Sudden Valley Resident Status (Please Choose One): ☐ Owner ☐ Renter

Primary Phone #: _____ Secondary Phone #: _____

Primary Email: _____

Secondary Email: _____

Emergency Contact Name: _____

Emergency Cont. Phone #: _____

Emergency Contact Email: _____

Vessel & Trailer Information

Are you the registered owner of the vessel you want to store? ☐ Yes ☐ No

Vessel Year, Make & Model: _____

Vessel Color(s) & Logos: _____

Vessel Length: _____ Vessel Width: _____

Boat DOL Registration #: _____ Reg. Expiration Date: _____

Trailer Year, Make & Model: _____

Boat Trailer Plate State: _____ Boat Trailer Lic. Plate #: _____

Trailer Length: _____ Trailer Width: _____

Insurance Company: _____ Policy Expiration Date: _____

Please note a photo of your vehicle/trailer, copy of current vehicle registration, & copy of proof of valid insurance is required annually at sign-up/renewal.

☐ Please check this box if you would like to join the SVCA Marina Boaters email group!

Marina Agreement, Rules & Policy

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 in January of 2026. The annual fee for marina moorage/storage must be paid by Wednesday, February 25th, at 6PM . 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 January 1. The annual cost will not increase sooner than January 1 of the following year.

Marina Agreement, Rules & Policy (Continued)

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 as a condition of granting, or renewing, this License or any other time that the Association has a reasonable concern regarding seaworthiness of the vessel.
10. Any fuel or oil that is spilled into the Marina must be reported immediately to the Recreation Center and Administration at 360-734-6430. Spills must also be reported to SVCA Security at 360-319-8200. In the event of a spill, or potential/suspected spill, SVCA must notify Emergency Services and the Department of Ecology. Your contact information as owner of the vessel will be given to those agencies.
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, fax, or in person.

Marina Agreement, Rules & Policy (Continued)

13. Customer shall park only in the designated spot. Should the boat or trailer be found anywhere other than Customer's assigned spot Security/Recreation Department will attempt to notify you by calling the phone number on file and leaving a message or texting a message to such number. If the boat is not moved within forty-eight hours following such notification then SVCA may have the boat 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 practicable. 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.

Marina Agreement, Rules & Policy (Continued)

19. Each vessel and trailer using wet moorage and dry storage must have a current SVCA decal attached for identification purposes. SVCA Staff may place this decal on your trailer and vessel.

20. In the event SVCA must resort to legal action to enforce the terms and conditions of this License, SVCA shall be entitled to an award of its reasonable attorney's fees and costs.

Marina Agreement, Rules & Policy (Continued)

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).

Printed Name: _____

Signature: _____

Today's Date: _____

How to Complete Your Renewal

Reminder, Don't Forget the Following Items Along with Your Agreement:

- Updated Photo of your vessel.
- Copy of your valid vessel registration.
- Copy of your valid vessel insurance.
- Copy of your valid trailer registration (if you have a dry slip).

How to Return this Form + Your Additional Documents:

- **Bring your form and documents in-person** to the SVCA Community Center, located at 8 Barn View Ct., Bellingham, WA 98229.
- **Mail it** to "SVCA Recreation" at 1850 Lake Whatcom Blvd., Bellingham, WA 98229. Note: Late received
- **Email it** to SVCA Recreation at Recfrontdesk@suddenvalley.com .

How to Pay:

- **Pay in person** via Credit or Debit Card at the SVCA Community Center, located at 8 Barn View Ct., Bellingham, WA 98229.
 - If you want to pay by cash or check, you will need to get a payment slip from the Community Center, and then go to the SVCA Welcome Center.
- **Mail a Check** to SVCA Administration at 1850 Lake Whatcom Blvd., Bellingham, WA 98229, along with your paperwork.
 - Please make the check payable to "SVCA".

Payment will not be accepted, meaning your renewal/sign-up is not complete, until we have received all necessary documents. Failure to complete your agreement by the renewal deadline may result in the forfeiture of your slip.