

# **Sudden Valley Community Association**

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

February 16, 2024

Dear Marina Moorage/Storage Customers,

The 2024 boating season is rapidly approaching, and it is time to renew your moorage contract for the year.

### Key dates to remember:

- March 1<sup>st</sup> SVCA starts accepting rental agreement renewals
- May 10th Last day to renew your rental agreement for wet moorage or dry storage
- May 13th Wet and dry slips that were not renewed will be offered to customers on the waiting list

#### How To Renew:

- Provide a clear photo of your kayak or canoe
- Include payment
- Return all materials to:

SVCA In Person To:

4 Clubhouse Circle

Bellingham, WA 98229

SVCA Welcome Center

1850 Lake Whatcom Blvd

Bellingham, WA 98229

Please note: Your renewal is not complete until all of the required materials and payment have been received. If renewal is not complete by May 15<sup>th</sup>, you will forfeit your slip/rack occupancy.

### Special Note to Non-Members:

Beginning next year, in 2025, SVCA Members will receive priority in the assignment of wet moorage and dry storage. This means that Non-Members may not have the opportunity to renew their moorage contracts.

#### Questions?

Call SVCA Member Services at 360-734-6430

### Not Renewing?

• Complete the Termination of Moorage form and remove your boat & trailer

Regards,

Jo Anne Jensen, General Manager

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360-734-6430, X321

jjensen@suddenvalley.com

## **2024 Marina Fees**

2024 Marina Fees					
	Member		Non-Member		
Annual Wet Moorage Only					
Select Slip	\$	1,852.00	\$	3,563.00	
Premium Slip	\$	1,669.00	\$	3,220.00	
Standard Slip	\$	1,530.00	\$	2,956.00	
Annual Wet/Dry Moorage					
Select Slip	\$	2,055.00	\$	3,946.00	
Premium Slip	\$	1,871.00	\$	3,602.00	
Standard Slip	\$	1,732.00	\$	3,332.00	
Other Fees					
Annual Dry Marina Storage (includes launch)	\$	555.00	\$	1,200.00	
Kayak Rack Storage	\$	138.00	\$	265.00	
Launch Pricing (Registered Watercraft)					
Season Pass (1 card)	\$	100.00	\$	200.00	
Season Pass (2 card)	\$	150.00	\$	300.00	
Season Pass (3 card)	\$	200.00	\$	400.00	
Daily Pass	\$	25.00	\$	50.00	



### 2024 CANOE/KAYAK RACK RENTAL AGREEMENT

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Div	Lot
Phone:	
F	Phone:

- 1. Invoices for canoe/kayak racks will be billed annually and returned to SVCA Administration.
- 2. Canoe/kayak rack fees are reviewed annually by the Board of Directors and are subject to change without notice. The annual cost will not increase once the rental agreement is signed.
- 3. Please include a recent, clear photo of your boat with your application.
- 4. Marina Rules and Regulations are incorporated into this Agreement by reference, as though fully set forth herein. By his/her signature upon this Moorage Agreement, boat owner / property owner agrees and covenants that (s)he shall indemnify and save harmless SVCA from loss or damage to personal property by fire, theft, or from any cause whatsoever, and to indemnify and save SVCA harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of the Marina facilities, and further shall indemnify and save harmless SVCA from the expense of any maintenance, repair or replacement to equipment and accessories installed on vessel and vehicle. Furthermore, the owner shall be held accountable for the expense of any maintenance repair or replacement necessary to

the common property as a result of the activities resulting from the use, storage or maintenance of the vessel and vehicle on the common property.

- 4. The owner further agrees and covenants that upon nonpayment of fees or owner's noncompliance with the terms of this canoe/kayak rack rental agreement, including violation of the Marina Rules and Regulations, the vessel and/or vehicle may be removed forth with and all costs incurred shall be borne by the owner, in the manner provided by law, and assessed specially to the owner's Lot(s) in Sudden Valley.
- 5. Owner shall not sub-lease or share the rental space.
- 6. Storage is limited to the watercraft identified in this agreement.
- 7. Each vessel is required to have a current decal attached for identification purposes.

### **RELEASE:**

By signing the Sudden Valley Canoe/Kayak Rental Agreement, you agree that you have read and will abide by this agreement and the Marina Rules and Regulations.

Signature	Date

Payments for canoe/kayak rack, may be made by phone or in person at the Sudden Valley Welcome Center or by mail to:

SVCA 4 Clubhouse Circle Bellingham, WA 98229 360-734-6430

Make sure to pick up your TAGS for the 2024 season

Non-payment may result in forfeiture of rental space and immediate removal.

### **Marina Rules**

- 10. Use of the Marina:
- 10.1 Supervision and Enforcement: All boat owners or boat operators entering the Marina area shall comply promptly with any instructions issued by the SVCA staff with respect to the movement or moorage of their boats.
- 10.1.1. Boaters who do not comply with SVCA staff instructions shall be required to remove their boat immediately from the Marina. Members of SVCA are responsible for the actions of their guests (Rules and Regulations, Section 1.1).
- 10.1.2. Non-members of SVCA who are entitled to use the Marina facilities or members who do not have moorage contracts are bound by these Regulations. They should obtain a copy of the Regulations when they use the facility. These Regulations shall be posted in a prominent place at the Marina.
- 10.1.3. Boats may be moved by the SVCA with or without the consent of the owner if such boats are maintained in the Marina contrary to the moorage agreement or these regulations, or if the boat prevents proper utilization of the facility.
- 10.2 Termination of Moorage: Members terminating moorage prior to the normal yearly expiration must give the SVCA 30 days advance notice. Moorage will be charged until the date such notice is received by SVCA. No refunds after May 1st.
- 10.2.1. The SVCA reserves the right to terminate or refuse moorage to any person or boat for violation of rules, regulations or safety factors.
- 10.3 Floats and berths must be kept clear and clean at all times.
  - 10.3.1 Sewage and refuse shall not be discharged into the lake under any circumstances.
  - 10.3.2 All refuse shall be placed in proper containers.
  - 10.3.3 Tattered, torn and trailing tarps will be removed by SVCA
- 10.4 Boats must be moored securely with at least three lines (bow, stem, fore spring). Lines shall be of good quality and condition and shall be tied to securely hold the boat. No lines shall cross walkways.
- 10.5 Rules of the Road: Speed limit within the Marina is 5 mph. US Inland Rules of the Road shall apply.
- 10.6 SVCA Responsibilities and Liability: The SVCA shall not be held liable in any manner for the safekeeping or condition of the boats, equipment, or personal property and is not responsible therefore as a warehouse.
- 10.6.1 Any boat which, in the opinion of the SVCA, is in danger of sinking or is a hazard to other vessels or the premises may be removed at the sole expense and risk of the owner and without liability on behalf of the SVCA or its agent or employees.

- 10.6.2 Should SVCA be obliged to render salvage services to any boat, the costs thereof shall be for the account of the boat's owner. SVCA is not responsible or liable for any damage to or loss of said boat, its tackle, gear, equipment or property, either upon said boat or upon the premises of the Marina adjacent thereto.
- 10.7 Damage, Loss and Personal Injury: Should damage and/or personal injury result from violation of these Regulations, the members responsible shall be held liable.
- 10.7.1 Should any damage, other than normal wear and tear, be done to any float structures by a boat or boat operator, the responsible member shall be held liable.
- 10.7.2 Each tenant of the Marina agrees to indemnify and save the SVCA harmless from loss or damage to personal property by fire, theft, or from any cause whatsoever, and to indemnify and save the SVCA harmless from any and all liability for injury to or death of any person or persons or loss or damage to any property caused or occasioned by or arising out of the use of the Marina facilities.
- 10.8. No accessories or other attachments shall be affixed to Marina structures without prior approval of SVCA.
- 10.8.1. The facilities of the Marina are provided for the prime purpose of boat moorage and services related thereto. No provision is made for, nor right granted, to tenants to use their boats as domicile when said boats are moored within the marina.
- 10.9. Marina Moorage Agreement: Signature of owner on the application for moorage shall constitute applicant's admission of his familiarity with these Regulations and his/her agreement to comply with same.
- 10.9.1 Users of the marina will be required to provide evidence proof of watercraft liability insurance or homeowner's endorsement to SVCA prior to being permitted to use the Marina facilities.
  - 10.9.2 A copy of the boat's current registration must be presented to register a boat.
- 10.9.3 Marina fees are for the calendar year. Partial fees will not be refunded to boaters who lose moorage rights for failing to comply with these Rules and Regulations.
- 10.9.4 Each boat and trailer using wet moorage and dry storage must have a current numbered sticker attached for identification purposes.
- 10.9.5. Marina usage fees are set annually by the SVCA Board. Acceptance of this agreement renders the user liable for payment of such fees forthwith upon receipt of written notification, or within thirty (30) days of publication in the Sudden Valley Views. Payments are delinquent if not received within thirty (30) days of the due date, and the boat may be removed from the Marina and impounded without further notice.
- 10.9.6 Subleasing or allowing overnight use of a moorage slip by other members or non-members is prohibited, except by SVCA.
- 10.9.7 Lessees wishing to trade slips with others or make special arrangements must have approval from SVCA.

## NOTICE OF TERMINATION OF STORAGE AGREEMENT

\*For Use Only at Termination\*

Name:
Mailing Address:
Division/Lot:/ Phone number:
Wet Slip #: Dry Storage #:
Boat Registration #: Trailer License #:
hereby notify Sudden Valley Community Association that I have removed or will
remove the vehicle as identified above by (Date) and wish to
terminate the Storage Agreement. I understand that my access to the boat launch
will be terminated on my SVCA Access Card effective 11:59p.m. on the date listed
above.
Note: If customer is due a refund, a check for the amount will be mailed to them at the above address.
Signature:
Date:
Employee Signature:
Date: