

Sudden Valley Community Association

Policy: Marina Moorage/Storage License Policy
Policy #: 2018.07
Date: September 27, 2018

Policy

Residents utilizing Sudden Valley Community Association Marina Dry/Wet Moorage and or storage will adhere to the licensed terms and conditions as presented on Attachment A: Sudden Valley 2019 Moorage/Storage License Agreement dated 1/24/2019.

History: Superseding _____
Addendum to Policy: 1/24/19
Superseded/Replaced by Policy: _____



SUDDEN VALLEY 2019 MARINA MOORAGE/STORAGE LICENSE AGREEMENT

Wet Slip: _____	Dry Slip: _____	Amount Paid: \$ _____	Date: _____
			Payment Method: _____
Decal Code: _____		Activation/card#: _____	
		Decal: _____	Staff Initial: _____

Boat Owner Information (“Customer”)

Name: _____

Physical SVCA Address: _____

Mailing Address (if different): _____

City/State/Zip: _____

Telephone: _____ Alternate Phone: _____

Email Address: _____

Vessel information* (*Copies of CURRENT registration and insurance on the boat and trailer and a photograph MUST be submitted with your annual payment prior to access being approved.)

Type/Make of Boat: _____

Boat DOL Registration No: _____ Expires: _____

Type/Make of Trailer: _____

Trailer License Plate No: _____ Expires: _____

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 a month-to-month 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. Invoices for marina moorage/storage will be billed by, and payment returned to, the Administration Office. Marina moorage/storage will be billed on an annual basis. Invoices will be dated and mailed one month prior to payment due date (payment due dates shall be stated on invoice).
2. Two payment options exist:
 - Paying in full by due date
 - Pay 25% of invoiced amount by due date and set up automatic bank payments to pay the remainder in

monthly installments by July 1st of each year. *See staff for form to set up payments.*

○ *If the second monthly installment is not received, your lease is voided, and your boat will be impounded. No refund will be issued for the initial deposit.*

3. Moorage/Storage fees are reviewed annually by the Board of Directors and are subject to change without notice, 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 keys can be replaced by paying a \$15.00 replacement key fee at the Administration Office.
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 nonpayment of fees or 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, late charges, interest, 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 assessed as a special assessment 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 Administration 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. Customer shall comply with RCW 79.100.150 and RCW 79.100.170 with regard to vessels greater than 65 feet and more than 40 years old.
10. Vessels moored in the Marina must be completely without hazardous conditions as determined solely by the Association, and ready for cruising in local waters. Upon approval of this License, the Customer grants permission to the Association, for an on-board inspection of his/her Vessel by the Association, city, county, state, or federal representatives, or the vessel shall be deemed unseaworthy. Failure to allow such an inspection shall be cause for termination of moorage. Without limiting the foregoing, the Association is under no obligation or duty to undertake any inspection of any vessel. The Association may require that the Customer provide, at no cost to the Association, additional information (such as a marine survey) to establish seaworthiness.
11. Any fuel or oil that is spilled into the Marina must be reported immediately to the U.S. Coast Guard National Response Center, Department of Ecology, and the Administration Office.
12. 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.
13. 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 Administration Office. This can be done by email, fax, or in person.
14. Customer shall park only in the designated spot, unless permission is given by the Association. Should the boat be found anywhere other than Customer's assigned spot Security/Administration will attempt to notify you. If the boat is not moved in a timely manner, then Security may tow it and/or remove it from the water and place it in storage at the Customer's sole cost and expense, which amounts may be assessed as a special assessment against Customer's Lot(s) in Sudden Valley.



SUDDEN VALLEY 2019 MARINA MOORAGE/STORAGE LICENSE AGREEMENT

15. *THE CUSTOMER ACKNOWLEDGES THAT THE ASSOCIATION DOES NOT ACCEPT CUSTOMER'S VESSEL OR VEHICLE FOR BAILMENT OR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS 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, 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, 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, ITS 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.*
16. *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, ITS BOARD, OR EMPLOYEES. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES CLAIMS BROUGHT BY EMPLOYEES OF THE CUSTOMER AND THEREFORE CONSTITUTES A WAIVER UNDER TITLE 51. THIS INDEMNIFICATION AND HOLD HARMLESS IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.*
17. 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.
18. 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.
19. The Association reserves the right to move and/or re-assign the vessel to a different slip or storage location at any time as deemed reasonably necessary by the Association. By way of example, and not limitation, the Association may temporarily relocate the vessel to another slip or to upland storage as necessary to conduct repairs, improvements, or work within the marina. As such, Customer shall store the vessel trailer with SVCA at all times the vessel is located within the marina so that the Association can store the vessel on the trailer if necessary. By way of further example, and not limitation, the Association may re-assign the Customer's vessel from one slip to another at any time.
20. In the event the vessel must be relocated pursuant to Paragraph 19, above, the Association will provide Customer with five days' notice to move the vessel. In the event that the Customer does not timely move the vessel, the Association shall be authorized to relocate the vessel with all costs charged to the Customer's account and/or assessed against its Lot(s) as a special assessment. Additionally, in the event the Association relocates the vessel hereunder, the Customer shall save, defend, and hold the Association harmless from any and all property damage to the vessel during such relocation except for any such damage caused by the Association's gross negligence. The Association shall be authorized to relocate the vessel without notice to Customer in the event of an emergency.
21. Each vessel and trailer using wet moorage and dry storage must have a current SVCA decal attached for identification purposes.
22. The Association shall be entitled to terminate this License Agreement, without cause, on twenty (20) days' notice to Customer. In the event of such a termination, the Association shall reimburse Customer for any previously collected

moorage/storage fees.

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 Administration Office or by mail to: SVCA, 4 Clubhouse Circle, Bellingham, WA 98229. Non-payment may result in forfeiture of rental space and immediate removal.