



**COLUMBIA MARINE  
C E N T E R**

1315 So 4<sup>th</sup> Ave, Pasco, WA. 99301  
509-412-1234 Fax 509-412-1236  
columbiamarinecenter@hotmail.com

**YEARLY MOORAGE AGREEMENT**

THIS MOORAGE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Between Columbia Marine Center, hereinafter referred to as "Marina" and the **legal** boat owner referred to as "Boat Owner/Lessee,"  
IN CONSIDERATION of the mutual covenants contained herein, agree as follows:

Boat Owner/Lessee #1:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: Cell \_\_\_\_\_  
Work \_\_\_\_\_  
Email \_\_\_\_\_

Boat Owner/Lessee #2:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: Cell \_\_\_\_\_  
Work \_\_\_\_\_  
Email \_\_\_\_\_

Alternate Contact Person: (In the event of an emergency and we are unable to contact you.)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

**SECTION ONE  
MOORAGE LEASE**

Marina does hereby lease to Boat Owner/Lessee Slip# \_\_\_\_\_ for the following described boat:

Make: \_\_\_\_\_ Yr: \_\_\_\_\_ Registered in State of: \_\_\_\_\_ Year: \_\_\_\_\_ #: \_\_\_\_\_  
Model: \_\_\_\_\_ Beam: \_\_\_\_\_ WN #: \_\_\_\_\_  
Color(s): \_\_\_\_\_ Length: \_\_\_\_\_ Vessel Name: \_\_\_\_\_  
HIN #: \_\_\_\_\_

Vehicle 1: \_\_\_\_\_ License #: \_\_\_\_\_ Vehicle 2: \_\_\_\_\_ License #: \_\_\_\_\_

Office use: # of Keys \_\_\_\_\_ Gate Code \_\_\_\_\_ Parking Pass # \_\_\_\_\_

WA. State Boaters Ed card dated \_\_\_\_\_ Insurance 500,000. \_\_\_\_\_ CMC \_\_\_\_\_

**SECTION TWO  
RENT**

Boat Owner/Lessee shall pay Marina for the use of this moorage space together with water as provided herein, and a license to use adjacent common areas in accordance with terms and conditions provided herein at a rate of \$ \_\_\_\_\_ quarterly plus power, applicable taxes, lease hold taxes for moorage. Rent is due on the 1<sup>st</sup> day of April, July, October and January. Payment(s) shall be sent to 1315 So 4<sup>th</sup> Ave, Pasco, WA. 99301 or paid at marina office during open business office hours. A \$10 security deposit shall be paid in advance for each key and gate codes for a total due in advance to secure faithful performance by Boat Owner/Lessee of the terms and conditions of this agreement.

*Time is of the essence*, If rent is not paid by the 5<sup>th</sup> day of the month when due, Boat Owner/Lessee will be charged a \$25.00 late fee, plus interest at the rate of 12% per annum from the date rent is due. A processing charge of \$45.00 shall be assessed for any check that is returned for insufficient funds or for any other reason fails to clear the bank. **Initials** \_\_\_\_\_

**SECTION THREE  
TERM**

The term of this lease shall commence on (date) \_\_\_\_\_ and terminate on March 31, 20\_\_\_\_\_. On each April 1, following execution of this lease this lease shall be automatically renewed for ( 1 ) one-year terms to begin on April 1 of each year, unless either party shall give written notice of intent to terminate the lease 30 days prior to the expiration of the lease or lease renewal; i.e. on or before March 1. The Boat Owner/Lessee shall remain liable for the full term of this lease or any renewal regardless of whether the moorage slip is being utilized. Early release shall be allowed only by express written agreement. **Initials** \_\_\_\_\_

**SECTION FOUR  
RULES AND AMENDMENTS**

Boat Owner/Lessee acknowledges the Rules and Best Marina Practices on the premises and/or contained on the attachment to this agreement, are incorporated as terms and conditions of this agreement; violation of which shall constitute a breach of this agreement, and upon 10 days written notice and opportunity to cure, Marina may terminate this lease by Notice of Termination delivered by first class mail, both regular and return receipt requested, to the address first listed above. Tenant shall be obligated for all damages and losses suffered by said breach and costs or expenses incurred in removing the boat covered hereby from the marina, including attorney fees and costs, related to enforcement, including those on appeal, or incurred in bankruptcy proceedings.

The Marina reserves the right to alter or amend these rules from time to time by (a) written notice to the Boat Owner/Lessee, or (b) posting notice upon the Marina grounds. **Initials** \_\_\_\_\_

**SECTION FIVE  
BOAT OWNER'S/LESSEE'S LIABILITY AND INDEMNITY OF MARINA**

Boat Owner(s) and Moorage Tenant(s) covenants to exercise due care in the occupation of the leased moorage slip, docks and all properties. Boat Owner(s) and Moorage Tenant(s) shall be responsible for any and all guest brought on Columbia Marine Centers docks or leased property and any damage done to the docks or any part thereof by Boat Owner/Lessee, his/her guests, agents, or employees. Boat Owner/Lessee shall defend, indemnify, and hold Marina harmless against all claims, actions, proceedings, damages, penalties and liabilities, including attorney's fees and costs of litigation arising from or connected with Boat Owner's/Lessee's possession or use. **Initials** \_\_\_\_\_

Boat Owner/Lessee must supply Marina with current *Proof of Liability Insurance* on vessel that becomes part of this agreement.

Insurance Company: \_\_\_\_\_ Policy#: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Phone#: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**SECTION SIX  
LIMITATIONS MARINA'S LIABILITY**

Boat Owner/Lessee acknowledges that the moorage slip leased herein was inspected and has determined that the docks and the moorage space are adequate for safe moorage of his vessel and accepts the same in "as is" condition.

THIS CONTRACT IS NOT A BAILMENT OF THE BOAT OWNER'S BOAT, but a lease of moorage space only. Boat Owner shall be solely responsible for tending mooring lines, and placing fenders, bumpers and other hull protection devices to ensure the boat is securely moored for ALL weather conditions. The moorage slip is to be used at the sole risk of the Boat Owner/Lessee's and all guest and the Marina shall not be liable or responsible for the care or protection of the boat, including gear, equipment and contents, not for any loss or damage of whatever kind or nature to the boat, its gear, contents or equipment or any person/person's howsoever occasioned.

**Initials:** \_\_\_ \_\_\_

**SECTION SEVEN  
WASHINGTON VESSEL REGISTRATION**

Effective June 12, 2014, The Department of Revenue past Bill 2457, which states that any boat moored more than 30 days are required to provide proof of current registration or the exemption affidavit certifying vessel is exempt.

In the event that the Washington State Dept. of Resources or Dept. of Licensing request the Marina for documentation the Owner/Lessee agrees that the Marina may release such, any or all documents including but not limited to, legal owners, name, address, phone#, Vessel, HIN #, dates of moorage, state registration or exempt forms, coast guard registration card. Marina will attempt to notify the Owner/Lessee prior to giving out such information.

**Initials:** \_\_\_ \_\_\_

**SECTION EIGHT  
REMEDIES UPON FAILURE TO PAY RENT**

In the event Boat Owner/Lessee fails to pay rent when due, and 10 days written notice of such default has been given at the address stated above, the Marina may secure the boat to the moorage until rent has been paid. Disputes regarding this provision shall be resolved pursuant to Section Eight below.

**Initials** \_\_\_ \_\_\_

**SECTION NINE  
GENERAL PROVISIONS**

A. In the event of any claims or disputes arising out of this agreement, except those requiring court assistance related to an eviction or injunctive relief, the parties hereby agree to submit the same to binding arbitration pursuant to RCW 7.04A at a location to be mutually agreed upon in Franklin County, Washington. In the event the parties are unable to promptly agree upon an arbitrator, the same shall be selected by the presiding judge for Franklin County Superior Court at the request of either party. The mandatory arbitration rules, as implemented in Franklin County Superior Court, shall be binding as to procedure. The prevailing party in any such dispute shall be entitled to recover reasonable attorney's fees.

B. If any suit or action is instituted to effect an eviction, or for injunctive relief of any kind, venue shall be placed in Franklin County, Washington, the laws of the state of Washington shall be applied, and the prevailing party shall receive as judgment, in addition to any other remedies provided therein, judgment for attorneys' fees and costs incurred in the prosecution of this action. Boat Owner/Lessee also agrees to pay and discharge all of Marina's costs and expenses, including attorneys' fees that shall arise from the enforcement of any of the provisions of this agreement, even though no suit or action is instituted.

IN WITNESS THEREOF the parties have executed this agreement in Pasco, Washington, the date & year first written above.

**COLUMBIA MARINE CENTER**

**BOAT OWNER(S)/LESSEE(S)**

**Signature:**

**Date:**

**Signature:**

**Date:**

**PROOF OF INSURANCE**

By signing this document I understand that I am responsible for providing Columbia Marine Center with a current copy of the vessel liability insurance. The policy shall provide comprehensive liability insurance/watercraft liability insurance in the minimum amount of \$500,000 per occurrence. Columbia Marine Center shall also be listed as additional insured.

Upon renewal of Boat Owner’s insurance policy or a change of insurance company, a new Proof of Insurance is to be sent to Marina immediately upon receipt.

In the event Proof of Insurance is not provided, Boat Owner must remove boat from Marina until a current copy is provided.

Signature(s) of All Boat Owners/Moorage Lessees is required.

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Date:*

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Date:*

**PROOF OF REGISTRATION**

By signing this document I understand that I am responsible for providing Columbia Marine Center with a current copy of the vessels registration and that your vessel has the WN number and up to date registration decal displayed on both sides of the vessel. Per requirements of the Dept. of Rev. bill # 2457.

Upon renewal of Boat Owner’s registration or a change, a new proof of registration is to be sent to Columbia Marine Center immediately upon receipt.

In the event it is not provided, boat owner must remove boat from marina until a current copy is provided.

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Date:*

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Date:*

## **Columbia Marine Center Rules**

***"It is the Boat Owner's Responsibility to Inform Family and Guests of the Marina Rules"***

- 1. Moorage Use** Boat Owner shall use moored boat for pleasure and recreation only, and no commercial ventures of any kind shall be undertaken from the Marina by the Boat Owner.
- 2. Marina Conduct** Boat Owner will be respectful of others privacy and refrain from; (including, but not limited to) loud noises, loud music, boisterous actions, obscene acts, and loud or rude behavior toward others. Non-compliance with this rule can result in an immediate termination from the Marina.
- 3. Boat Exterior** Boat shall be maintained in a clean and orderly condition. Boat and/or boat cover should be cleaned off at least once a month in order to not detract from the Marina's appearance and so as not to cause concern to other moorage customers. If the Marina determines that you are negligent in the maintenance of your boat, you will be notified. If it is not cleaned in the time given, Marina personnel may wash off your boat and you will be billed for this service. It is in your best interest to check on your boat at least once a month, if not more often, so that you are aware of its condition.
- 4. Storage on Piers** Boat Owner shall keep the pier area adjacent to his slip clean and litter free and nothing shall be stored without permission of the Marina.
- 5. Parking Permits** Parking permit must be displayed in full view of the vehicle. Any vehicle without a permit, risks being towed away at the owner's expense. "Permit Parking only" space is limited. During peak season, May thru September. Do not give your parking permit(s) or Gate Keys to others; doing so will require us to cancel your access privileges.
- 6. Insurance** Boat Owner is required to carry and keep current a minimum of \$500,000 per occurrence general/watercraft liability insurance on their vessel and list Marina as additional insured and shall provide Marina with evidence of insurance. If there is not a current proof of insurance in the file your boat must be removed from the slip until this requirement is met.
- 7. Registration** Boat Owner is required to have a current vessels Washington registration and have the current decals posted on both sides of the vessel with the WN numbers. Proof of current registration must be provided to the Marina when registration is renewed. Per requirements of Dept. of Revenue.
- 8. Mooring of Boat** Boat Owner shall ensure that the boat is safely moored with lines adequate for ALL weather conditions. Any damage done to the docks or other moored boats while entering the slip, exiting the slip, or while being moored shall be the responsibility of the Owner of the boat doing the damage.
- 9. Rowboats and Dinghies** All rowboats or dinghies must be stored on board the moored boat at night. Those left in the water are at the Boat Owner's risk and liability.
- 10. Movement of Boat** The boat shall be operated at a "NO-WAKE" speed of 5 MPH in and out of the Marina area. No cruising in the Marina area is permitted and the boat shall leave immediately after unfastening from the dock; this will prevent damage to the property of other moorage tenants and pump out customers.
- 11. Boat Maintenance** Only ordinary, light maintenance shall be permitted on the boat in the marina. Boat Owner shall notify Marina in advance of the employment of commercial outside labor on their boat and Columbia Marine Center must approve commercial provider. A WAIVER must be signed by the person working on moored boat before commencing work; they must assume ALL liability for damages to the facilities and other boat owners' property before commencing work and name Columbia Marine Center as additionally insured.
- 12. Hazardous Activities** Spray painting, welding, and burning are strictly prohibited in the Marina. No paints, oils, or other wastes shall be deposited in the water or on the docks.
- 13. Fueling of Boat** To conform to fire codes, there is NO FUELING of boats or other watercrafts on the moorage docks from portable containers. When fueling your boat, the fuel must be pumped directly into your boat.
- 14. Toilet Facilities** Toilet facilities on the boat shall not be discharged in the Marina according to Federal Regulations regarding sewage disposal. Disposing of sewage must be done at a dumping facility.
- 15. Dock Carts & Trash** The dock carts are to be used only for transporting items to and from your boat. All trash is to be deposited in the trash receptacles located in the parking lot area. Do not leave your trash on the docks or in the dock cart.
- 16. Walkways** To conform to fire codes, the walkway may not be obstructed for any reason, i.e., storage boxes, bow pulpits, water hoses, water tubes, wakeboards, etc. Any boat with a bow pulpit, which will obstruct the walkway, must be adjusted accordingly.
- 17. Shifting of Boat in Owners Absence** Marina reserves the right to remove moored boat whenever it deems necessary for safety or maintenance of the Marina area at Owners/Lessee's expense and without liability for damages or loss of any kind.
- 18. Sleeping on Boat** The boat berthed in the Marina shall not be used as a residence and the boat shall not be occupied more than four nights in succession.
- 19. Pets** All animals must be kept on a leash when not confined to your boat. The walkways may not be used as a containment area for your pets. They must be kept on the boat and in your immediate care at all times. Pet waste must be picked up and disposed of properly.
- 20. Utilities - Use of Water and Electricity** The rental fee for moorage space includes the moderate use of fresh water. Use a water hose with a nozzle, so there will be no free flowing water, which may cause a walkway hazard. Each covered moorage space comes with its own electrical outlet. Metered outlets will be charged by consumption/amount used per month and non-metered outlets will have a charge of \$20 per month. Do not plug into an outlet other than your own without permission from the Marina.
- 21. Use of Gate, Entrance Codes & Parking Permits** It is imperative that fences not be climbed over or around. This is for your safety as injury can occur. If you have forgotten your key, come in to Columbia Marine Center office to gain admittance to the dock area during open hours. Codes, keys, and parking permits are not to be given to or in the possession of anyone other than the lessee's on the moorage agreement.
- 22. Maintenance of Marina** Boat Owner shall notify the Marina of the necessity of repairs to the piers or of any dangerous conditions requiring attention. Boat owner shall not alter piers or slips in any way without written permission of the Marina.
- 23. Slip Availability** If you are interested in a particular slips' availability, contact the Marina office. Under no circumstances should you occupy a slip that has not been designated for your use.
- 24. Moorage Payments** Payments are due on the 1st of Apr., July, Oct., and Jan. for moorage. A late fee will be applied if payment has not been received by the 5<sup>th</sup> day of month due.
- 25. Waiver of Terms and Conditions** No failure of the Marina or its employees to enforce any of the terms and/or conditions herein is or

shall be considered a waiver of such term or condition in absence of an express written waiver by the Marina.

**By Signing below you accept all rules as written:**

---

Signature:

Date:

Signature:

Date: