

**SEMAIHMUO MARINA CONDOMINIUM ASSOCIATION
MOORAGE LEASE AGREEMENT**

THIS MOORAGE LEASE AGREEMENT (hereafter the "Agreement") dated the _____ day of _____, 20____, is entered into by and between **SEMAIHMUO MARINA CONDOMINIUM ASSOCIATION**, a Washington non-profit corporation (hereinafter referred to as the "Association") and _____ (hereinafter referred to as the "Tenant"). Association and Tenant may be individually referred to herein as a "Party" and may be collectively referred to herein as the "Parties".

I. RECITALS

WHEREAS, the Association is responsible for the administration, management and operation of the Marina (defined below), and is duly authorized to act as agent for the Owner of the moorage space Slip (defined and identified below); and

WHEREAS, Tenant desires to lease from Association (as agent for Owner) and Association (as agent for Owner) desires to lease to Tenant the moorage space Slip, pursuant to the terms herein.

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and of the following terms and conditions, Association and Tenant agree as follows:

1. **Description of Moorage Space and Condominium Property.** The Association leases to Tenant a moorage space at the Semiahmoo Marina ("Marina"). The Slip initially assigned to Tenant is identified as _____, Section _____, Slip: _____ (the "Slip"), being a Condominium Moorage Unit at the Semiahmoo Marina Condominium (the "Condominium"), as per the Association's Condominium Declaration recorded under Auditor's File No. 1377104, records of Whatcom County, Washington. The Association shall have, at all times during this Agreement, the absolute right to relocate the Tenant to any other slip within the Marina.

1.1 **Condition.** Tenant takes possession of the Slip in its existing condition. Association makes no representations or warranties concerning the Slip.

2. **Term.** The Slip is leased as follows (select one):

For a term of _____ month(s) (the "Term"), commencing the _____ day of _____, 20____ ("Commencement Date"), and terminating the _____ day of _____, 20____ ("Termination Date"), and commencing month-to-month thereafter, unless sooner terminated or renewed, pursuant to the terms herein.

On a month-to-month basis.

2.1 At any time that this Agreement is on a month-to-month basis, the Agreement may be terminated at the end of a month by either Party by giving written notice to the other Party not less than twenty (20) days prior to the end of the month.

2.2 At any time that this Agreement is on a term basis, the Agreement may be terminated at the end of a month by either Party by giving written notice to the other Party not less than sixty (60) days prior to vacating. If vacating before end of term any discount will be forfeited and regular monthly rates will be applied retroactively.

2.3 The Parties further agree that the Association may terminate this Agreement on a date other than the end of a month and for any reason or no reason by providing not less than thirty (30) days' notice to Tenant; provided, however, that in such case, Tenant shall be refunded any prepaid Rent.

2.4 **Termination.** Upon the termination of this Agreement or any extension thereof, whether by expiration of the stated Term or sooner termination thereon as herein provided, Tenant will surrender the Slip to the Association peaceably and quietly and in substantially the same condition in which the Slip existed prior to possession by Tenant.

3. **Moorage Rights.** Tenant shall have the right to moor Tenant's boat (hereinafter further defined and described as the "Boat") in the Slip during the Term of this Agreement described above, subject to the provisions of this Agreement and the Rules and Regulations of the Association. Tenant shall not live aboard the Boat without first (1st) obtaining the advance written permission of the Association and paying any additional fees required by the Association as a result of such use, nor shall Tenant use the Slip for any purpose other than of mooring the Boat. Should the Tenant be granted written permission to live aboard the Boat, such use shall be deemed a revocable license, revocable at will upon five (5) days' notice by the Association. Such license shall further be independent of this Agreement; accordingly, the Parties agree that such license shall not render this Agreement a residential lease. A separate moorage live-aboard occupancy license agreement may be executed by the Parties at the request of the Association.

4. **Payment of Rent.** Tenant shall pay Rent to the Association in the fashion provided below. If Tenant defaults in payment of Rent, Tenant's moorage rights under this Agreement shall terminate.

4.1 **Rent Payment.** Tenant shall pay either:

4.1.1 Monthly Rate.

If this box is checked, the Rent shall be payable monthly in advance on the first (1st) day of each month at the rate of \$ _____ per month, subject to change on thirty (30) days' notice by the Association.

4.1.2 Twelve (12) Month Prepaid Agreement.

If this box is checked, Tenant shall pay Rent on an annual basis in advance. The payment for the first (1st) year shall be \$ _____, payable upon execution of this Agreement. Unless Tenant, with the consent of the Association, renews this Agreement for an additional year's term by prepaying the Rent for each succeeding year at the annual rate then in effect, Rent shall be paid monthly following the end of the initial Term as provided in Section 4.1.1.

4.2 **Other Charges as Rent.** The foregoing Rent, described previously in Section 4 is referred to herein as "Base Rent." Base Rent and Additional Rent (defined below) are collectively referred to hereinafter as "Rent." As described below, Tenant also shall pay as Additional Rent all utilities and/or other specified expenses allocable to the Slip hereunder. Tenant shall pay Association, without notice, Base Rent, Additional Rent, and any other payments due hereunder (collectively "Rent"), from and after the Commencement Date, without deduction or offset, in lawful money of the United States of America, in advance on or before the first (1st) day of each month (or at other dates specified in this Agreement) during the Term, at the Association's address as set forth herein, or to such other party or at such other place as Landlord may hereafter from time-to-time designate to Tenant in writing. Rent for any partial month at the beginning or end of the Term shall be prorated. Any Rent which is received after the fifteenth (15) day of the month in which it is due (and not otherwise prorated) shall be subject to a Five Dollar (\$5.00) per-day late charge, which shall be paid immediately with any delinquent rental payment. An one and one-half percent (1.5%) monthly charges is also added to over due accounts.

4.3 **Security Deposit.** To secure Tenant's performance of all the terms of this Agreement, Tenant shall Deposit a sum equal to one (1) month's Rent plus electrical and key deposits upon execution of this Agreement. The following sum(s) may be collectively referred to herein as the "Deposit".

Security and Damage Deposit: \$ _____
Electrical Deposit: \$ _____
Key Deposit: \$ _____

Concurrent with the execution of this Agreement, Association acknowledges receipt of the above-described Deposit. Said Deposit is held by the Association as security for the full and faithful performance by the Tenant of the terms and conditions hereof. If the Tenant shall fully perform all obligations herein, it shall be returned without interest to the Tenant at the conclusion of the Agreement (or Term). However, in the event of a default under the terms of this Agreement, the Association may apply the Deposit toward such default, including but not limited to, actual physical damage to the Slip. The Tenant shall be obligated to replenish the Deposit within five (5) days after such application of the Deposit. Failure to so replenish the Deposit shall be a default under the terms of this Agreement. The Deposit is also retained by the Association as a damage deposit. If the Tenant causes damage to the Slip (excluding reasonable wear and tear, weather, and acts of God, as provided herein) during the term of the Agreement, the Association shall be entitled to deduct from the Deposit all amounts reasonably necessary to repair such damage. The Tenant shall be personally liable for any repairs and/or cleaning which exceed the amount of the Deposit. The Parties agree that the Association may commingle the security deposit with its other funds (even in the event that Tenant is granted revocable permission to live-aboard the Boat moored at the leased Slip, it is acknowledged that the Association shall not be required to keep the Deposit in a trust account).

4.3.1 Additional Rent. In addition to Base Rent described in Section 4.1 hereof, Tenant shall pay to the Association as Additional Rent, from and after the Commencement Date in the manner described herein, utilities, late payment charges, storage costs, attorneys' fees and costs, or any other charge, fee or cost which is the obligation of Tenant as set forth herein.

4.3.2 Utilities. As Additional Rent, Tenant agrees to pay for all electricity and other utilities or services which shall be furnished to the Boat at the Slip at the established rates provided by the then applicable Schedule of Rates as established by the Association. Electricity shall be separately sub-metered to Tenant, and Tenant shall pay the Association as Additional Rent for such electrical use. (Electricity shall be billed monthly for usage during the previous month with a minimum service charge of \$10.00 per month). Electricity billings are due upon receipt. Association does not guarantee the continuity or characteristics of electrical utilities, or their compatibility with the Boat's electric circuit protector, if any, or any effects of electrolytic action. Association shall not be liable for any loss, injury or damage caused by or resulting from a variation, interruption or failure of any utility services due to any cause whatsoever. Temporary interruption or failure of such services incident to the making of repairs, alterations or improvements, or due to conditions or events beyond Association's reasonable control, shall not be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations under this Agreement.

5. **Default: Termination: & Remedies.**

5.1 Events of Default. Each of the following shall be deemed a default by Tenant and a material breach of this Agreement:

5.1.1 Failure by Tenant to pay when due any portion of Rent hereunder; or

5.1.2 Failure by Tenant to perform or observe any of the other terms, covenants, conditions, agreements or provisions of this Agreement if such failure shall continue for a period of ten (10) days after written notice thereof has been given to Tenant; or

5.1.3 The following shall also constitute default under the terms of this Agreement: insolvency of Tenant; an assignment or transfer by Tenant of personal property of Tenant for the benefit of creditors (specifically including Tenant's Boat); the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties (real and/or personal property or properties) of Tenant (specifically including Tenant's Boat); the filing of an involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within thirty (30) days after filing; attachment of or the levying of execution on the leasehold interest; and failure of Tenant to secure discharge of the attachment or release of the levy of execution within ten (10) days.

5.1.4 If within any one (1) year period, the Association serves upon the Tenant two (2) or more notices requiring the Tenant to comply with the terms of the Agreement or to vacate the Slip, then Tenant shall (at the Association's sole discretion and option), upon a subsequent violation of any term of this

Agreement by the Tenant, be deemed to be in unlawful detainer, and the Association may, in addition to any other remedies it may have, immediately terminate this Agreement and/or commence an unlawful detainer action without further notice to Tenant.

5.2 Association's Remedies for Tenant Default. Association's rights and remedies under this Agreement shall be cumulative, and none shall exclude any other right or remedy allowed by law. If any default occurs hereunder, the Association may, at any time thereafter and without waiving any other rights hereunder, do one or more of the following:

5.2.1 Association's Re-entry. At Association's sole option and discretion, if Tenant shall fail to perform any term or condition of this Agreement, then Association, upon providing Tenant thirty (30) days' written notice of such default, may terminate this Agreement and enter upon and take possession of the Slip. This remedy is in addition to, and is not exclusive of any other remedies provided either by this Agreement or by law. Such re-entry onto the Slip by Association may be done either with or without process of law, and the Association may expel, remove or exclude Tenant and/or any other person(s) who may be thereon, together with all personal property found therein in accordance with the terms herein. In the case of any default, re-entry and/or disposition by summary proceedings or otherwise, all Rent shall become due thereupon and be paid up to the time of such re-entry or dispossession, together with such expenses as Association may incur for attorneys' fees and costs, advertising expenses, brokerage fees, and/or putting the Slip in good order, or preparing the same for re-rental, together with interest thereon as provided herein, accruing from the date of any such expenditure by the Association. No such re-entry or taking possession of the Slip shall be construed as an election on Association's part to terminate this Agreement unless a written notice of such intention is given to Tenant.

5.2.2 Association's Further Remedies Upon Tenant's Breach. As additional remedies, the Association shall have the right, without further notice, to terminate this Agreement and/or take possession of the Tenant's Boat, the Boat's tackle, apparel, fixtures, equipment and furnishings; and the Association may retain such possession until all amounts then owing and any other amounts which shall thereafter have accrued are fully paid. Costs for removal of the Boat and equipment from the Slip shall be charged to the Tenant, along with storage costs charged at prevailing rates for dry land storage areas. During this period or at any time when the Boat and equipment are in dry storage, the Association may sublease the Slip for the benefit of the Tenant, and shall not be held liable in any manner for the safekeeping or condition of the Boat or its equipment and shall not be responsible therefore as a warehouseman. Tenant hereby grants to the Association a lien and security interest in the Boat and other property referred to above to secure payment by Tenant of all Rent and Additional Rent. The Association shall be authorized to hold the Boat and such other property and to sell the same in accordance with RCW Chapter 88.26 (the "Code"); the requirements of the Code shall govern the sale of the Boat unless the Association, at its sole option, chooses to utilize a remedy under federal maritime law. Written notice shall be sent by registered mail to the Owner at Owner's address set forth above at least thirty (30) days prior to the proposed sale. The Association shall have all remedies available to Association, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against the Boat as described under the Federal "Maritime Lien Act," 46 U.S.C. 31342 and Rule 9(H), Federal Rules of Civil Procedure. Tenant consents to the appointment of the Association as substitute custodian in any such proceeding commenced by the Association in the U.S. District Court, and further agrees to pay the Association for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases. Any other breach of this Agreement shall give the Association the right to terminate the Agreement upon ten (10) days' written notice, and to initiate any action in law or in equity that may be justified by the circumstance of the breach. In any action or proceeding hereunder, Tenant agrees to pay the Association's reasonable expenses and attorneys' fees, along with interest at the maximum rate permitted by law on any unpaid balance of Rent or Additional Rent. If this Agreement provides for a postponement of any monthly Rent payments, a period of "free" Rent or other rent concessions, any and all of such amounts being referred to as "Abated Rent," Tenant shall be credited with having paid all such Abated Rent as of the Termination Date only if Landlord is not entitled to resort to any of the remedies for breach described in this Section of the Agreement. In the event that Tenant becomes in default beyond any specified period of grace or right, the Abated Rent shall become immediately due and payable as of the date of such default.

5.2.3 **Other Remedies.** Upon Tenant's default, the Association shall also have and be entitled to any and all other rights and remedies available to the Association as provided by this Agreement and by applicable law, including but not limited to, a cause of action for unlawful detainer, judgment against Tenant for unpaid past and future Rent, and the Association's damages, costs and expenses associated with, arising from, or related to Tenant's default or anticipated default, including but not limited to, attorneys' fees and costs.

5.3 **Termination by Association.** In addition to other remedies available to the Association as provided herein, and as provided by law, Association may, at Association's sole option and discretion, elect to terminate this Agreement by reason of any breach or default of Tenant upon providing thirty (30) days' notice to Lessee. Should the Association, at any time, terminate this Agreement by reason of any breach or default by Tenant, in addition to any other remedies it may have, Association may recover from Tenant the present value of the entire amount of Rent reserved by this Agreement for the balance of the Term, as it may have been extended, plus all of Association's costs and expenses, including court costs and attorneys' fees, incurred by Association in the collection of the same.

5.4 **Right to Perform.** If Tenant shall fail to pay any sum of money required to be paid by Tenant to a person or entity other than Association, or shall fail to perform any other act to be performed by Tenant hereunder, and such failure shall continue for twenty (20) days after notice thereof by Association, the Association may, but shall not be required, without waiving or releasing Tenant from any obligations, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Agreement.

5.5 **Emergency Repairs.** Notwithstanding any other provision hereof, Association may undertake repairs in an emergency or to prevent further damage to the Slip without delivery of notice and expiration of the cure period. Tenant shall promptly, on demand, reimburse Association for any such payment or the cost of performing any such act, and shall pay Association interest thereon at the rate of twelve percent (12%) per annum, or the maximum permitted by law, whichever is greater.

5.6 **Nonpayment of Additional Rent.** All costs in which Tenant agrees to pay to Association pursuant to this Agreement shall, in the event of nonpayment, be treated as if they were payments of Rent, and Association shall have all the rights herein provided for in case of nonpayment of Rent.

5.7 **Cumulative Remedies.** All rights and remedies of the Association herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law.

6. **Relationship of Parties.** It is agreed that the Association has not accepted the Boat for storage, shall not be held liable in any manner for the safekeeping or condition of the Boat, and is not responsible therefore as a warehouseman, but that the relation between the Parties is simply that of a landlord and tenant.

7. **Assignment; Transfer; & Subleasing Prohibited.** The Tenant shall not assign, sublet, or grant any license, concession to use, or otherwise transfer any interest in this Agreement or in the Slip.

7.1 **Notice of Boat Sale.** Tenant agrees to notify the Association within ten (10) days of the sale or transfer of a majority ownership interest of the Boat, including the name and address of the purchase or transferee.

7.2 **Assignment.** The Association shall have the absolute right to relocate the purchaser or transferee to any other slip within the Marina. The Association agrees that its consent to an assignment of this Agreement will not be unreasonably withheld if:

(a) The assignee is a bona fide purchaser or transferee of the Boat, notice of whom has been given to the Association as provided above; and

(b) Neither Tenant nor the proposed purchaser or transferee is in default under the Agreement or any other lease or agreement at the Marina.

7.2.1 Unless waived by the Association in writing, Lessee shall pay to the Association a minimum handling and transfer fee of One Hundred Dollars (\$100.00) which shall be payable by Tenant to the Association should an assignment, transfer and/or subletting of the Agreement occur. The Association reserves the right to increase the transfer fee up to Five Hundred Dollars (\$500.00) if in the Association's sole judgment the assignment, transfer and/or subletting of the Agreement necessitates the expenditure of substantial time and expense (in the form of attorneys' fees and costs or otherwise) on the part of the Association.

7.3 Tenant Premium Prohibited. Tenant shall not charge any person any transfer fee, premium, rent or other consideration for the transfer, assignment, sublease or subsequent use of the Slip.

7.4 Association's Right to Reassign. The Association in its sole discretion shall have the right to reassign Tenant or Tenant's assignees, transferees or subleases to another Slip at the Marina if the orderly administration of the Marina so requires. Tenant may apply to the Association for reassignment; however, such reassignment is not a right or privilege inherent in this Agreement.

7.5 Original Tenant Remains Obligated to Association. Unless agreed to the contrary by the Parties in writing, notwithstanding any such assignment or sublease, the original Tenant shall remain fully liable to the Association for all obligations under the Agreement. For the purposes of this Agreement, any change of ownership of the Boat, including but not limited to, the sale, liquidation or other disposition of the Boat will be considered an assignment.

8. Maintenance of Slip. Tenant shall not commit or suffer any waste or other damage upon the Condominium Property and shall at all times preserve the Slip in as good condition and repair as existed at the Commencement Date, reasonable use and wear, damage by fire or elements excepted. Tenant agrees not to allow conditions of waste and refuse to exist on the Slip. Neither Tenant nor Tenant's agents, invitees or licenses shall do or suffer anything to be done in, on or about the Slip, Boat or the Condominium Property which is unlawful or which may in any way create a nuisance, or public health or safety hazard, or obstruct or interfere with the rights of, or annoy or disturb other tenants or occupants of the Condominium Property. Tenant shall maintain or store within the Boat only such property, materials or substances which Tenant may lawfully possess.

8.1 Hazardous Materials. Tenant shall not improperly use or store within or release from the Boat or the Slip any petroleum distillates, aromatic hydrocarbons, medical wastes or infectious biological agents, acids, caustics, carcinogens, mutagens, heavy metals, or any other inflammable, toxic, explosive, radioactive or other type of substance which is or may be hazardous either to the Slip, to the Condominium Property, to the public health or safety, or to the health or safety of any lawful occupants of the Condominium Property. Tenant shall dispose of sanitary waste, litter, trash, garbage, throw-away, or disposable articles of any kind in proper receptacles. Tenant shall not dispose of any items, including sanitary waste, overboard. Tenant shall not use, dispose of, or otherwise allow the release of any Hazardous Materials (defined below) in, on, about or under the Slip, Boat, or Condominium Property. Tenant represents and warrants to the Association that Tenant's intended use of the Slip does not involve the use, production, disposal or bringing on to the Slip, Boat, or Condominium Property of any Hazardous Materials. As used herein, the term "Hazardous Materials" includes any substance, waste, or material defined or designated as hazardous, toxic or dangerous (or any similar term) by any Federal, State or local statute, regulation, rule or ordinance now or hereafter in effect. Tenant shall promptly comply with all laws, statutes, regulations, and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal and/or cleanup of Hazardous Materials in, on, about or under the Slip, Boat or Condominium Property.

8.2 Alterations. Tenant shall make no additions, changes, alterations and/or improvements ("Alterations") to the Slip.

9. **Laws and Regulations.** Tenant shall comply in all material respects with all State, Federal and local laws, ordinances and regulations applicable to Tenant's use and occupancy of the Slip and will use, occupy, keep and maintain the Slip in compliance with all applicable State, Federal and local laws, ordinances and regulations. The Tenant covenants and agrees that it will indemnify and hold the Association harmless from any fine, penalty or damage which may be imposed by any lawful authority, which may arise as a result of the Tenant's failure to comply with the obligations of this section. Tenant's violation of this section may be considered a default under the Agreement.

10. **Non-Waiver.** Nothing contained in this Agreement shall be construed as a waiver by the Association of any rights and privileges created by this Agreement or as a waiver of any rights which the Association may have against Tenant or the Boat. Nothing contained herein shall constitute a waiver of lien by the Association of its right to arrest any vessel or boat to enforce a maritime lien under Federal law or of any other right or remedy under the laws of the State of Washington. Waiver by the Association of any term, covenant or condition herein contained or any breach thereof shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any Rent hereunder by the Association shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular Rent so accepted, regardless of the Association's knowledge of such preceding breach at the time of acceptance of such Rent. No waiver of any provision of this Agreement by the Parties shall under any circumstance constitute or be deemed a waiver of any subsequent breach of the same or any other provision or requirement.

11. **Condominium Status; Marina Rules; & Regulations.** Tenant acknowledges that the Slip is a unit in a condominium which may be subject to sale. This Agreement is subject in all respects to the provisions of the Condominium Declaration, the Bylaws of the Association, and any and all rules and regulations adopted by the Association. Tenant further understands that the Association has issued Dock Rules, and that the Association may alter or add to such rules, or to issue such other and further rules and regulations for the Marina and harbor areas as the Association may, in its judgment, deem reasonable and necessary. Tenant further agrees to abide by and follow all such rules and regulations. Tenant's violation of the Dock Rules, the Condominium Declaration, or other applicable rules or regulations shall constitute a breach of this Agreement.

12. **Insurance and Limitation of Liability.**

12.1 **Accidents and Liability.** Tenant shall indemnify, hold harmless, and defend the Owner, the Association, and the Owner's and Association's agents, heirs, successors or assigns from and against all liabilities, damages, suits, obligations, fines, losses, claims, actions, judgments, penalties, charges, costs or expenses, including without limitation, attorneys' and other professional fees, and disbursements (collectively "Liabilities"), in conjunction with any loss of life, personal injury, and/or property damage arising out of or relating to the occupancy or use by Lessee of any part of the Slip and occasioned wholly or in part by any act or omission of Tenant and/or Tenant's officers, contractors, subcontractors, licensees, agents, servants, employees, guests, invitees or visitors, or any assignee or sublessee or any other party for whom Tenant would otherwise be liable, except to the extent caused or contributed to by the Association's own willful or negligent acts or omissions, or Tenant's breach of its obligations under this Agreement. The Association shall not be liable for any loss or damage to persons or property sustained by Tenant or other persons, which may be caused by theft, or by any act or neglect of any tenant or occupant of the Slip, or any other third parties.

12.2 **Liability Insurance.** At all times during the term of this Agreement, Tenant shall maintain a commercial general liability insurance policy with limits of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, and property damage coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The policy shall name the Association as an additional insured. The Association shall not be responsible for any injuries or property damage resulting from, caused by, or growing out of the use of the Association's Marina, Slip, dock or harbor facilities. Tenant hereby releases and discharges the Association from any and all liability from loss, injury (including death) or damages to persons or property sustained while in or on the facilities of the Association occasioned by fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision, or accident, or any other act of God, whether the Boat

is being moored or hauled by an agent of the Association or not. Tenant agrees that the Association will not be responsible or liable for any damage or loss to or of the Boat or of any tackle, gear, equipment or property on the Boat from any cause whatever, or for injury to the Tenant or invitees occasioned by any cause, including the negligence of the Association's agents or employees, in the Marina or adjacent thereto. Tenant agrees to accept the proceeds of Tenant's insurance as full compensation for any losses covered by this Section. Lessor shall not be required to carry insurance of any kind for any property of Lessee, including, but not limited to, Lessee Improvements, inventory, equipment, furniture and trade fixtures, and any other improvements to the Property that were or are paid for by Lessee, and Lessor shall not be obligated to repair any damage thereto or replace the same.

12.3 The Tenant shall indemnify and hold the Association harmless from any and all claims, demands, judgments, orders or damages resulting from hazardous substances (as defined herein) inside the Slip and/or the Condominium Property caused in whole or in part by the Tenant, Tenant's agents, or any other person or entity inside the Slip during any period of time that the Tenant has occupied all or a portion of the Slip during the Term of this Agreement.

13. **Access; Entry; and Inspection.** The Association, upon providing reasonable notice, at all reasonable times (and at any time in case of emergency), may enter the Slip and/or the Boat for the purpose of inspection, cleaning, repairing, altering or improving the Slip. Nothing in this section shall impose upon the Association any obligation not expressly imposed elsewhere in this Agreement. The Association shall have the right at reasonable times to enter the Slip for the purpose of showing the Slip to any fee Owners, potential purchasers, potential Tenants, and/or holders of encumbrances on the interest of the Owner and/or the Association.

14. **Section Headings.** The captions and section headings in this Agreement are for the convenience of the parties only and do not limit, restrict or otherwise amend the text language of any paragraph, and shall have no effect upon the construction or interpretation of any part hereof.

15. **Notices.** All Rent due to the Association by Tenant, and notices which may or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Tenant:

Association:

Semiahmoo Marina Condominium Association
Attn: _____
9540 Semiahmoo Parkway
Blaine, WA 98230

16. **Recording.** Tenant shall not record this Agreement.

17. **Association Actions.** Although Association has no obligation to do so, should Association take action to protect the Slip and/or Boat by installing mooring lines, pumping out of the Boat, or other similar services and/or actions, Tenant agrees to reimburse Association for labor and materials expended in such action at prevailing harbor rates, and to hold Association harmless for any damage to the Boat and/or the Slip as the result of Association's voluntary action to protect the Boat.

18. **Identification of Tenant's Boat.** Tenant's Boat (referred to herein as the "Boat") is more particularly described as follows:

I.D. No.: _____ Length: _____ Beam: _____

Boat Name: _____ Type: _____

Year of Manufacture: _____ Manufacturer: _____

Model: _____

Identify any Other Co-Owners and/or Holders of Liens, Encumbrances, and/or Security Interests in the Boat:

19. **Personal Guaranty.** In the event that the Tenant is a corporate entity, partnership, or other business entity, by executing the signature acknowledgement set forth below, the undersigned individual (as "Guarantor" on behalf of Tenant corporation), for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby absolutely and unconditionally personally guaranty performance of all of Tenant's duties, obligations and undertakings under this Agreement, including, without limitation, Tenant's obligation to pay Rent and otherwise perform the covenants hereunder. This Guaranty shall be binding upon Guarantor's successors and/or assigns.

20. **Collection & Litigation.** If this Agreement becomes the subject of litigation, the prevailing party shall be entitled to a judgment for its reasonable attorneys' fees and costs expended in the enforcement of this Agreement or any part thereof, including costs, incurred through collection efforts and/or proceedings, and including costs and reasonable attorneys' fees on appeal.

21. **Agent for Service.** Tenant agrees that if Tenant is in unlawful detainer pursuant to RCW 59.12, and the Association is unable to serve Tenant with the unlawful detainer pleadings after one (1) service attempt at the Tenant's last known address or the location of the Slip, then the Association will be deemed to have complied with the service requirements of RCW 59.12 if the Association mails such pleadings via certified mail to the address set forth in the Notices section of this Agreement and posts such pleadings in a conspicuous location at the location of the Slip. Service shall be deemed complete on the third (3rd) day following the day of posting or day of mailing, whichever is later.

22. **Amendment.** No modification, termination or amendment of this Agreement may be made except by subsequent written agreement signed by all Parties.

23. **Neutral Authorship.** Each of the provisions of this Agreement have been reviewed and negotiated, and represent the combined work product of both Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

24. **Representations and Warranties.** The Parties represent and warrant that they have fully read this Agreement, that they understand its meaning and effect, and that they voluntarily enter into this Agreement with full knowledge of what they are surrendering thereby. Each Party has agreed to this Agreement knowingly and intelligently, and without duress or undue influence. The Parties further represent and warrant that no representations, statements or warranties have been made by or on behalf of them by any attorney, agent or other person representing either Party, in connection with this Agreement, not contained herein.

25. **Invalidity.** If any provision to this Agreement shall be held invalid or unenforceable, by a Court of competent jurisdiction, such invalidity or unenforceability shall attach only to such provision and shall not in

any way affect or render invalid or unenforceable any other provision of this Agreement and this Agreement shall be deemed modified by such court to the minimum extent required by law.

26. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The Parties hereby agree that venue of any action shall be in Whatcom County, Washington.

27. **Authority.** Each individual executing this Agreement on behalf of each Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said Agreement, and that this Agreement is binding upon said Party in accordance with the terms herein.

28. **Time.** The Parties mutually agree that time is of the essence of this Agreement.

28.1 **Computation of Time.** The word "day" means "calendar day" herein and the computation of time herein shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified herein.

29. **Survival.** All obligations of the Tenant, as provided for in the Agreement, shall not cease upon the termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination date shall survive the termination date of this Agreement.

30. **Entire Agreement.** This Agreement contains the entire agreement of the Parties, including all terms, covenants and agreements between the Parties relating in any manner to the leasing, use and occupancy of the Slip, and other matters set forth in this Agreement. No prior or contemporaneous agreements or understandings (oral or otherwise) pertaining to the same shall be valid, or of any force or effect, and the covenants and agreements of this Agreement shall not be altered, modified or added to except in writing signed by the Parties.

IN WITNESS WHEREOF, the Association and Tenant have executed this Agreement as of the day and year set forth above.

Semiahmoo Marina Condominium Association

By: _____
Its: _____
9540 Semiahmoo Parkway
Blaine, WA 98230
(360) 371-0440
(360) 371-0200 Fax
semimarina@comcast.net
www.semiahmoomarina.com

Tenant:

Signature

Print Full Name of Tenant

If Tenant is a corporation (or other business entity),
print name of individual signing on behalf of Tenant

Address

City, State, Zip Code

Telephone: _____

Fax: _____

E-Mail: _____

**Tenant hereby acknowledges receipt of
Semiahmoo Marina Rules & Regulations**

Signature: _____

Dated: _____, 20____