

# FIDDLEHEAD MARINA

Fiddlehead Investments LLC | 611 Columbia Street NW | Olympia WA 98501  
(360) 352-0528 | [www.fiddleheadmarina.com](http://www.fiddleheadmarina.com)

## MOORAGE RENTAL AGREEMENT

This agreement sets forth the terms and conditions for the rental of vessel moorage at FIDDLEHEAD MARINA, 611 Columbia St N.W., Olympia, Washington 98501.

- General Terms:** Moorage rights are personal to the renter named below and may not be assigned or subleased without prior written approval of marina owner. Rental rights apply only to the assigned moorage space described below. Renters may substitute other vessels for that named below provided they are personally owned by him/her and require no more space than the vessel described below. Berth rental is on a month to month basis. The initial monthly rate set forth below is subject to change from time to time. Any change in rate schedule shall be posted in the moorage office at least thirty (30) days prior to the effective date. Individual renters shall also be given thirty (30) days advance notice by regular mail. First and last month's rental shall be paid in advance. Rental payments are due on the first day of each month. For any payment made after the 10th day of each month, a ten-dollar late charge shall be assessed. Interest shall accrue on delinquent payments at the rate of 1-1/2% per month.
- Utilities and Service:** By separate agreement, electrical, showers, dock boxes mailboxes and other utility services may be furnished by marina. Payment for service provided by marina shall be due at the same time as the regular rental payment and failure to make such payments shall be deemed default of the basic rental agreement. Fiddlehead Marina does not guaranty continuity of electrical service to any vessel, or the characteristics of any service provided, or the characteristics of vessel circuit protection or exposure resulting from electrolytic corrosion.
- Default:** Default shall include but not be limited to delinquency in any payment due to marina, tolerance or creation of any nuisance or safety hazard, any illegal activity, and any violation of the terms of this agreement.
- Remedies:** Upon reasonable belief that default has occurred, Fiddlehead Marina may, without any advance notice, deny renter access to the docks and the vessel, take possession of and secure by chaining or other methods the vessel, its tackle, apparel, fixtures, equipment and furnishings, and may retain them until the default has been cured. In addition, upon reasonable belief that default has occurred, Fiddlehead Marina may terminate this agreement by five (5) days written notice by regular mail to renter at the address set forth below. However rental charges and other charges shall continue until such time as the vessel has been removed, which removal shall not be allowed until all charges and fees have been paid in full. Should default continue for thirty (30) days, Fiddlehead Marina shall have the right to sell the vessel, its tackle, apparel, fixtures, equipment, and furnishings to satisfy all delinquencies, charges and costs associated with seizure and sale, including reasonable attorney fees. This sale may be at public or private auction and shall be made in a commercially reasonable manner. Sixty days prior notice of any such sale shall be provided to the vessel owner by regular mail to the address set forth below, or any address which has been substituted on marina records. Any balance remaining after satisfaction of delinquent debt, charges or costs shall be sent to renter. In lieu of sale, Fiddlehead Marina shall have the option on thirty (30) days written notice to renter by regular mail to remove the vessel to a reasonably secure public or private location where renter may take possession of it. Fiddlehead Marina shall have no further responsibility for the vessel or its contents once it is delivered to such place. Remedies provided in this agreement are in addition to and not in lieu of any other remedies provided by law. Renter shall be responsible for all costs, including reasonable attorney fees incurred by Fiddlehead Marina in enforcing the terms of this agreement, including all normal fees added by a collection agency.
- Waiver of Responsibility:** It is agreed that Fiddlehead Marina does not accept the vessel for storage and shall not be held liable in any manner for the safekeeping or condition of same and is not responsible therefore as a warehouseman, but that the relationship between the parties is simply that of landlord and tenant. It is further understood and agreed by the renter that Fiddlehead Marina will not be responsible or liable for any damage or loss to or of the said vessel its tackle, gear, equipment, or property, either upon said vessel or on the premise(s) of Fiddlehead Marina from any cause whatsoever or for any injury to the renter or invitee of the renter occasioned by any cause upon renters vessel or upon Fiddlehead Marina's premises. The premises have been inspected and are accepted by renter in the present condition, and renter will keep the premises neat, clean, orderly and as free as possible from all flammable substances.
- Insurance Requirement:** Fiddlehead Marina does not assume any responsibility or liability to the Owner for any loss or damage to said boat from fire, lightning, theft, vandalism, weather, act of God, or any other condition, nor does Fiddlehead Marina assume any responsibility or liability of any character for any personal injury to the Owner or to anyone whom he/she may invite upon the premise(s) of Fiddlehead Marina, it being agreed that the boat owner, for his own protection, shall carry insurance (with liability limit no less than \$300,000) covering the risk aforesaid and Fiddlehead Marina shall have the benefit of such insurance in all aspects **as a named additional insured and certificate holder.**
- Vessel Sale, Charter, Public Use, and Vessel Maintenance:** The renter shall not use the marina as a display for a place for a vessel sale or other commercial activity without the written permission of Fiddlehead Marina. Public access to the renter's moorage is by invitation only with the renter responsible for all actions of the invitee. The renter shall not operate for charter or other commercial use the vessel designated below using the marina as a departure point for such commercial uses. Normal vessel maintenance may be undertaken at the rented berth, however at the conclusion of such vessel maintenance the area shall be left clean and neat with no obstruction or hazard to other renters accessing their vessels.
- Live Aboard:** A live aboard is defined as a person or persons living aboard a vessel in excess often (10) days in any calendar month or in excess of five (5) consecutive days in any calendar month. Renter shall not use as or allow use of the vessel by a live aboard except pursuant to separate agreement with Fiddlehead Marina.
- Compliance with Laws and Regulations:** Renter agrees to comply with all applicable Federal, State and Local Laws, DNR Regulations, Statutes and Ordinances, and all rules, regulations and specific instructions issued by Fiddlehead Marina or its agents. Renter will not maintain anything that may be dangerous to life or limb, or permit any objectionable noise or odor at said rented berth or permit anything to be done at said berth in any way that will tend to create a nuisance or to disturb any other renter of moorage or office space at Fiddlehead Marina. Renter will allow agents or owners of Fiddlehead Marina free access, at all times, to said berth for the purpose of inspection cleaning, or to make or repair additions or alterations to the berth or any property owned by or under the control of Fiddlehead Marina. The owners of Fiddlehead Marina or their agents shall have access, at all times, to renter's vessel or berth for purposes of safety inspections, necessary mooring or remooring, firefighting, oil spill prevention or the remedying of any actual or potential hazard including sinking.

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- Assignment, Sublease, Change of Berth:** Without specific prior written approval of Fiddlehead Marina, renter may not assign, sublet or sublease any rights or privileges pursuant to this agreement. Fiddlehead Marina reserves the right to change berth assignments and move said vessel. If Fiddlehead Marina must move a vessel without the renter's knowledge a written notice of such action shall be sent to the renter's billing address stated below.
- Commencement and Termination:** Provided payment has been made for first and last month's rental, this agreement shall be effective on the date set forth below. Either party may terminate the rental agreement without cause or reason by providing thirty (30) days written notice to the other. Notice to Fiddlehead Marina shall be given at the Marina address. Notice to renter shall be given by regular mail to the address set forth below or any subsequent address on Marina records. Removal of the vessel from the moorage does not in and of itself constitute termination by renter.
- Current Address and Information:** The renter is responsible for keeping the Marina office advised of current address, email, telephone number and to inform the Marina office of any changes in any information on the Moorage Agreement.
- Entire Agreement:** This constitutes the entire agreement between the parties. No modifications or amendments of this agreement shall be valid unless in writing and signed by both parties.

**Note: State law requires that the vessel owner display a current State or Coast Guard registration number on the vessel and provide proof of liability insurance for the vessel.**

Proof of Insurance Copy attached. Exp. \_\_/\_\_/\_\_

Commencement Date \_\_\_\_\_ Rate \$ \_\_\_\_\_ /Ft/Mo. Berth Number \_\_\_\_\_ Vessel Name \_\_\_\_\_

Vessel Manufacturer \_\_\_\_\_ Documentation/Registration Number \_\_\_\_\_

Length Over All \_\_\_\_\_ Feet      Beam \_\_\_\_\_ Feet      Draft \_\_\_\_\_ Feet      Sail \_\_\_\_\_ Power \_\_\_\_\_  
CHECK ONE

Vessel Description - Hull/Cabin Colors \_\_\_\_\_

Renter's Name (Vessel Owner) \_\_\_\_\_

Contact Email \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number    Cell (\_\_\_\_) \_\_\_\_\_      Work/Home (\_\_\_\_) \_\_\_\_\_

**CALL IN CASE OF EMERGENCY,** (must be different from above)

Name \_\_\_\_\_ Telephone Number    Cell (\_\_\_\_) \_\_\_\_\_      Work (\_\_\_\_) \_\_\_\_\_

AGREEMENT ACCEPTED: **Fiddlehead Investments, LLC.**

**DATE:** \_\_\_\_\_

**BY (Print Name):** \_\_\_\_\_

**Current Charge Schedule (Subject to Change)**

**RENTER SIGNATURE** \_\_\_\_\_

Moorage Rent      \$ \_\_\_\_\_

Dock Box Rent      \$ \_\_\_\_\_

**BY (Print Name):** \_\_\_\_\_

Shower Rent      \$ Not Applicable

**RENTER SIGNATURE** \_\_\_\_\_

Mailbox Rent      \$ Not Applicable

- Electrical Service is available at each berth at a per Kilowatt Hour charge. (This will be billed monthly, in addition to your other regular charges.)
- Live aboard status may be available for an additional charge.
- Showers are available at a monthly charge.
- Dock boxes are available for a monthly charge.
- Mailboxes may be available at a monthly charge.
- Key card or key fob replacements are \$30.00 each.

**Total Monthly Rent**      \$ \_\_\_\_\_

Moorage Deposit      \$ \_\_\_\_\_

Gate Key Deposit      \$ \_\_\_\_\_

**Total Received Upon Signing**      \$ \_\_\_\_\_

Please inquire for current rates and availability.