



Shilshole Bay Marina Sublease Application & Agreement

Start Date: _____ / _____ / _____
 MONTH DAY YEAR

End Date: _____ / _____ / _____
 MONTH DAY YEAR

ALL SUBLEASES MUST BE APPROVED BY SBM STAFF PRIOR TO VESSEL ARRIVAL

| Sub Lessee Applicant Information | | | | | |
|----------------------------------|---------|---------------|--------------------|------|-------|
| Sub Lesse Name: | | | Phone: | | |
| Address: | | | City: | | |
| Email: | | | State: | | Zip: |
| Vessel Name: | | | WN or USCG Number: | | |
| ELOV*: | Beam**: | Make & Model: | | Sail | Power |
| Emergency Contact: | | | Emergency Phone: | | |

*ELOV= Extreme Length of Vessel includes bow sprit, swim step, davits, dinghy, rudder posts, or any other appendage that adds to the overall length.

**BEAM= Beam is measured at the widest point of the vessel.

I understand that the vessel to be moored at Shilshole Bay Marina must be navigable in open water under its own power as per Moorage Tariff item 1300-A-17: "Boats moored in a Port harbor must, at all times, be completely seaworthy and ready for immediate cruising in local waters."

I understand Shilshole Bay Marina does not allow for any overhang from slips and that the extreme length of the vessel (ELOV) to be moored at Shilshole Bay Marina must fit entirely within its slip. I also understand that if my vessel is too large for the slip I intend to sublease I will be turned away or moved to guest moorage at the applicable rate.

I acknowledge all vessels must be inspected by SBM staff prior to arrival into a subleased slip at the Marina. Vessels can be inspected between 9am and 4:30pm, 7-days a week at a location in the marina to be determined by staff upon arrival.

I have submitted current Washington State registration or U.S. Coast Guard documentation for the vessel to be moored at Shilshole Bay Marina.

I have submitted current proof of the minimum \$300,000 liability insurance for the vessel to be moored at Shilshole Bay Marina.

I acknowledge and agree to the regulations stated above and on the back of this agreement.

| | |
|------------|-------|
| Signature: | Date: |
|------------|-------|

| Monthly Moorage Customer | |
|---|--------|
| Customer Name: | Berth: |
| Phone: | Email: |
| Live Aboard Status: YES or NO (if YES, must have a current agreement on file) | |

I understand that I must pay the full amount due on my account before I may sublease my slip. I acknowledge and agree to regulations stated on the back of this agreement. I also agree that it is my responsibility to collect the moorage fees from my sub lessee. I realize that all charges which accrue on my account during the duration of this sublease are ultimately my responsibility. I will ensure that the sub lessee leaves on time or have additional costs (impounding, towing, etc) accrued to my account.

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|------------|-------|
| Signature: | Date: |
|------------|-------|

AUTHORIZATION TO SUBLEASE

- Moorage customers must notify the marina office of all subleases and subleases longer than seven (7) days must obtain pre-approval from the marina office.
- The Owner is responsible for all fees, forms and policies regarding live-aboard status. Liveaboard status can only be obtained via the application process and approval of Marina Management. Liveaboard status is permitted only for the approved individual(s) and is not transferable for rental of the vessel, use as a Bed and Breakfast, or lodging of any sort.
- This form must be completed in full before returning it to the marina office and must be completed *prior* to the beginning of the sublease.
- Moorage customers who fail to report a sublease will be subject to a \$50 unregistered sublease fee.

RESPONSIBILITIES OF LONG TERM MOORAGE CUSTOMERS

- All billing responsibilities (including moorage, utility and live aboard fees) are the Long Term Moorage Customer's. *Long Term Moorage Customer must have a zero balance on their account prior to subleasing.* Shilshole Bay Marina will not forward any billing statements to the sub-lessee. The Long Term Moorage Customer is ultimately responsible for any charges that accrue on his/her account while subleasing and for collecting of moorage fees from their sub lessee.
- The maximum available sublease time is 12 consecutive months. Customers may not sublease their slip for five (5) consecutive months following 12 months of consecutive subleasing.
- Subleases may be extended beyond 12 months with the review and approval of marina management.
- The Long Term Moorage Customer may not charge the sub-lessee more than the prevailing moorage rates.
- The Long Term Moorage Customer is responsible for the removal of the sub lessee's boat from his/her berth at the expiration of the sublease or on his/her termination date. The Long Term Moorage Customer may accrue impoundment charges if vessel is still in berth after termination date.

RESPONSIBILITIES OF SUB LESEE

- Parking Permits are the responsibility of the Long Term Moorage Customer and the sub lessee. The marina office is *not* responsible for providing these items and all moorage fees are paid to the Moorage Customer, not to the marina office.
- The sub lessee agrees to comply with all marina and boat harbor regulations. Non-compliance with these regulations will cause immediate termination of the sublease, and may result in termination of the Long Term Customer's moorage agreement.
- Second party subleasing is not permitted and will be cause for the termination of the Sublease Agreement.
- The ELOV (Extreme Length of Vessel) of the sub-lessee's vessel may not exceed the assigned length of the subleased slip.
- Any vessel, including a sublease, remaining at Shilshole Bay Marina for thirty (30) days or longer must provide the marina office with current vessel registration/documentation and proof of insurance with a minimum amount of protection and indemnity of no less than \$300,000 per occurrence.
- Sub lessees are subject to the same policies and regulations that apply to the Long Term Moorage Customer.

WAIVER OF RESPONSIBILITY & INDEMNITY

- It is mutually agreed that the Port does not accept the Boat for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its tackle, apparel, fixtures, equipment, and/or furnishings. It is further agreed that the Port will not be liable or responsible for any personal injuries suffered by Owner or Owner's agents or invitees arising from any cause, upon Boat, Marina premises, or premises adjacent thereto. Marina premises adjacent to the berth have been inspected by Owner and are accepted in their present condition. Owner agrees to keep the area neat, clean, orderly and free from inflammable substances. Owner agrees to indemnify and hold the Port harmless from any loss, damage or injury resulting from the acts or omissions of Owner, Owner's agents, invitees or employees.
- The Port cannot be held responsible to provide berthage if in the event of a natural or unnatural disaster the Marina is destroyed partially or completely.

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|---------------------------------------|---------------------|------------------|--------------------------|
| <i>*For Marina Use Only*</i> | | | |
| Insurance | Registration | BMP | LAB Authorization |
| Vessel Inspection | ELOV | Seaworthy | |
| Documents Approved By: | | | Date: |
| Vessel Inspection Approved By: | | | Date: |