

**FLOATING ON WATER RESIDENCES (FOWR)
AGREEMENT**

Your first month's moorage fee, including tax, is required to process this agreement. Additionally, we require a copy of your current WA State vessel registration or US Coast Guard documentation, Copy of City of Seattle FOWR Permit and proof of insurance.

Customer Information	
Legal Owner of FOWR:	Customer #:
FOWR's Phone:	
<u>Mailing Address</u>	<u>Billing Address (if different from mailing address)</u>
Street 1:	C/O:
Street 2:	Street 1:
City:	Street 2:
State: Zip:	City:
Email Address:	State: Zip:
Description/Occupancy Status	
Floating on Water Residence Verification Number: Length: Width: Owner in Residence: yes/no If Renter in residence since (date of sale of Marina), name and mailing address of Renter:	

ALL INFORMATION ON THIS FORM IS SUBJECT TO DISCLOSURE UNDER THE WASHINGTON PUBLIC RECORDS ACT, CHAP. 42.56 RCW.

The Port of Seattle (the "Port") hereby grants to the owner (the "Owner") of the FOWR authorization for the FOWR designated above to occupy berth space at Salmon Bay Marina (the "Marina") on the following terms and conditions.

OWNER RESPONSIBILITIES:

- Marina premises adjacent to the slip have been inspected by the Owner and are accepted in their present condition. The Owner agrees to keep them neat, clean, orderly and completely free of inflammable substances.
- During the period of the Moorage Agreement, the Owner may occupy the FOWR as a residence.
- No new leases or rental agreements authorized. With respect to a FOWR occupied by a renter or tenant of the Owner on June 8, 2018 ("Existing Renter") and used by the Existing Renter as a residence, the Existing Renter may continue to occupy the FOWR as a residence during the term of the Moorage Agreement subject to the terms and conditions of any rental agreement between the Owner and the Existing Renter. Existing Renters may not transfer or assign any rights or use of the FOWR to any other person nor may the Existing Renter sublet the FOWR to other renters, including for use as a short-term vacation rental. The Owner understands and agrees that removal or eviction of the Existing Renter is the sole responsibility of the Owner. To the extent the Port is forced to incur costs, including legal costs, to evict or remove the Existing Renter, the Owner will reimburse the Port for those costs and fees. The Owner is solely responsible for ensuring that the Existing Renter abides by current tariff and manual regulations.
- Use of a moored FOWR as a Bed & Breakfast, or as lodging of any sort is expressly prohibited by the Port of Seattle, at any of its marinas, terminals, and moorage facilities. The advertising through any media or format, as available for rental, any offers to allow renters or the discovery of persons on board without the registered agreement holder present, may result in immediate termination of the moorage agreement.
- The Owner agrees to abide by all current regulations contained in the most current tariff and procedures manual. The Owner agrees to promptly notify the Marina of any changes in its address, phone number, tenancy and occupancy status.
- The Owner agrees to pay the current moorage rate and any future rate changes consistent with the tariff, applicable statutes and code provisions.
- The Owner agrees to pay any and all fees associated with utilities and services furnished to the FOWR as well as comply with the Marina's shore power requirements. The Port does not guarantee continuity of utility services, specifically with regard to electrical service, and does not guarantee the continuity or characteristics of such service and its compatibility with the FOWR's electrical circuit protector, if any, or any effects of galvanic or electrolytic action.
- The Owner is solely responsible for ensuring that the FOWR at all times throughout the term of the Moorage Agreement is in compliance with all city, county, state and federal permitting requirements, laws, statutes, ordinances, rules and regulations, including but not limited to, environmental laws. The Owner shall be solely responsible for all penalties levied due to non-compliance.
- In the event the Owner sells the FOWR, or title or ownership changes for any reason, this Moorage Agreement will terminate and will not be renewed, with exception being made for immediate family members in the event of the Owner's death and a one year sublet as described below. The Owner is solely responsible for notifying any potential purchaser of the FOWR of the terms of the Moorage Agreement. In the event the Port incurs costs, including legal fees, removing the FOWR from the Marina after title is transferred; the Owner agrees to reimburse the Port for those costs and fees.

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- FOWR Owners may sub-lease their slip to a new owner for up to 12 consecutive months upon sale of the FOWR. Both the sub-lessor and sub-lessee must submit a fully completed sub-lease application in advance. The sub-lessor's account status must be in good standing and the sub-lessee will be required to meet all terms and conditions specified in the document for vessel moorage.
- The Marina reserves the right to change berth assignments as necessary for the efficient operation of the Marina as well as for other causes.

POLICIES:

- The Port of Seattle is a public agency and is subject to the Public Records Act, Chapter 42.56 RCW.
- The Port of Seattle shall manage a waiting list for current tenants and future tenants. This list will include 7 berths for licensed FOWRs.
- Moorage is for non-commercial use unless otherwise stated in this Moorage Agreement or approved by Marina management.

TERMINATION:

- This agreement shall become effective on the date signed and shall remain in force unless terminated by written notice given by either party to the other fifteen (15) days preceding the fifteenth (15) day or the end of the month whichever is desired for termination to become effective.
- Upon termination, the Owner or the Existing Renter will vacate the slip by noon of the last day of moorage.

INSURANCE REQUIREMENTS:

- The Port does not carry insurance covering the FOWR, the property of the Owner or the property of the Existing Renter.
- The Owner, at the Owner's sole expense, will procure and keep in force throughout the term of the Moorage Agreement (1) an insurance policy or policies with limits of not less than \$500,000 per occurrence providing coverage for all legal liabilities including, but not limited to, personal injury, bodily injury property damage, and pollution liability arising out of, or in any way connected with, the use and/or moorage at the Marina, and the costs of removal and disposal of the FOWR in the event it sinks, is damaged or destroyed for any reason; and (2) an insurance policy or policies providing full coverage for the FOWR and its contents against loss or damage. The foregoing policies shall be issued by insurers authorized to do business in the State of Washington.
- **The above referenced policies shall name the Port of Seattle as an additional insured and shall waive subrogation against the Port of Seattle. All of the policies shall be claused to require the insurer(s) to give the Port advance notice of any change of policy terms and conditions and policy cancellation. The Owner is required to provide proof of the above insurance at the commencement of the Moorage Agreement and annually thereafter when the policies are renewed.**

PARKING & ACCESS KEYS:

- The Owner shall have the right to park in the areas of the Marina designated as "Permit Only" parking provided that parking shall be limited to the number of Parking Permits issued to the Owner. Parking Permits must be conspicuously displayed at all times while a vehicle is parked in the "Permit Only" parking areas. Vehicles parked in violation of the parking regulations will be towed at the risk and expense of the Owner. The Marina does not guarantee the availability of parking within the "Permit Only" or "Public" parking areas.
- The Owner will be issued one Parking Permit per moorage slip with an additional Parking Permit, per moorage slip, available for purchase at the current tariff rate. Parking Permits are non-replaceable in the event of theft or loss.
- The Owner may purchase key fobs that will allow access to the docks and Marina facilities. See tariff for current fob price.
- Access keys may be revoked at any time if the Owner is in violation of any provision or condition of this Moorage Agreement.

WAIVER OF RESPONSIBILITY & INDEMNITY:

- **It is mutually agreed that the Port does not accept the FOWR for storage and shall not be liable or responsible in any manner for its safekeeping and condition of its apparel, fixtures, equipment, and/or furnishings. It is further agreed that the Port will not be liable or responsible for any personal injuries or property damage, including pollution damage, suffered by (1) the Owner, the Owner's agents, licensees or invitees; (2) the Existing Renter or the Existing Renter's agents, licensees or invitees; or (3) any other parties, resulting from, caused by, relating to, or arising out of the use of the Marina premises, or premises adjacent thereto.**
- **The Owner releases and discharges the Port from any and all loss, damage, liability or injury (including death), and attorney's fees, in any way relating to or arising out of the FOWR, the Marina, and/or the premises adjacent thereto, arising from any cause whatsoever, including the Port's negligence, acts or omissions. The Owner agrees to indemnify, defend and hold the Port harmless against any and all loss, claims, liability, damage, expense, including attorney's fees, in any way related to or arising from (1) the FOWR, and/or the use of the Marina premises, and/or the premises adjacent thereto by the Owner, its guests, licensees, invitees, and/or agents, and/or the Existing Renter's guests, licensees, invitees, and/or agents; or 2) the Owner(s) breach of any of the terms and conditions of this Moorage Agreement.**
- The Owner hereby grants the Port, its agents, and employees free access at all times to the FOWR for purposes of inspection for compliance with the Moorage Agreement, movement of the FOWR, fighting of fire or other casualty, or preventing any casualty or potential hazard as determined at the discretion of the Port.
- The Port does not assume any responsibility or liability for the FOWR on the basis of the foregoing rights.
- The Port is not responsible to provide moorage if, in the event of a natural or unnatural disaster, the Marina is destroyed partially or completely, or if the Marina is rendered inaccessible.
- A copy of the current tariff is available at the Marina office or online at:
<https://www.portseattle.org/maritime/salmon-bay-marina>

Owner's Signature:

Date:

SALMON BAY MARINA
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FOR MARINA USE ONLY	
Attached Paperwork	Key-Fobs & Parking Permits
BMP: <input checked="" type="checkbox"/> Signed: <input type="checkbox"/> LAB Authorization: <input type="checkbox"/> Signed: <input type="checkbox"/> Proof of Insurance: <input type="checkbox"/> Registration/Documentation: <input type="checkbox"/>	Key-Fobs #: _____ Issued: <input type="checkbox"/> Parking Permit #: _____ Issued: <input type="checkbox"/> Parking Permit #: _____ Purchased: <input type="checkbox"/>
Form of Payment: CHECK <input type="checkbox"/> CASH <input type="checkbox"/> CREDIT CARD <input type="checkbox"/>	
Slip Assignment/Moorage Rate	
Assignment Date: Slip#: Slip Size: Size Rate Size: Rate Moorage Fee: Total Owing:	
PROCESSED BY:	DATE & TIME:

THE PORT OF SEATTLE IS A PUBLIC AGENCY AND IS SUBJECT TO THE PUBLIC RECORDS ACT CHAPTER 42.56 RCW.