

**PERMANENT BOAT MOORAGE  
LEASE AGREEMENT 2009**

Owner's Name: \_\_\_\_\_ Membership # \_\_\_\_\_

Owner's Address: \_\_\_\_\_

Home Phone # \_\_\_\_\_ Work # \_\_\_\_\_ Emerg. # \_\_\_\_\_

Boat Name: \_\_\_\_\_ Manug. \_\_\_\_\_

Model: \_\_\_\_\_ Year: \_\_\_\_\_ Reg # \_\_\_\_\_

Color: \_\_\_\_\_ Overall Length: \_\_\_\_\_ Sale or Power: \_\_\_\_\_

Boat Ins. Co.: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Policy # \_\_\_\_\_

Pursuant to the terms and conditions set out below, the Mercerwood Shore Club (hereinafter referred to as "MSC") (Lessor) hereby leases to the above signed owner and club member (Lessee) moorage space at the club dock moorage for the above-designated boat. By executing this Lease, Lessee acknowledges that he/she understands the terms and conditions set out below and is bound thereby. **Application due by December 15<sup>th</sup>.**

1. Lessee will maintain his membership in good standing with all dues payable kept current. ***If member sells membership, this contract shall be void; any money received shall be forfeited.***
2. Rental period commences APRIL 1, 2010 and expires OCTOBER 15, 2010.
3. Rental fee is \$1800.00 per year **payable by March 10, 2010**. ***Lessee is fully responsible for the rental fee whether or not Lessee's moorage space is subleased.***
4. **An assessment of Five Dollars (\$5.00) will be assessed for each day for which the boat remains in the leased berth after the expiration of the lease.**
5. Subleasing of moorage space is prohibited without prior approval of MSC.
6. MSC retains the right to assign and change berth locations as it deems necessary for the efficient operation of the dock moorage.
7. Maximum overall boat length shall not exceed twenty-four feet (24') **including add-ons**; minimum overall length shall not be less than thirteen feet (13') with the exception of slip #6 which shall allow for smaller water craft.
8. Dock moorage facilities and berths shall not be used for overnight or more permanent accommodations.
9. Lessee shall maintain liability insurance coverage in the minimum amount of \$100,00 benefiting MSC and other parties including, but not limited to, other boat moorage Lessees for damage to MSC property (including, but not limited to, piers, dock and related structures) or to other boats or property maintained at or in the vicinity of MSC boat moorage facility.
10. Lessee agrees to indemnify and hold MSC harmless from and to be responsible for damage caused by Lessee's use of the boat moorage facility and agrees to maintain current insurance providing benefits for any such damage.
11. Lessee agrees to provide all necessary equipment and to follow procedures for mooring his/her boat (necessary equipment and procedures identified in Attachment A).
12. Lessee agrees to abide by all moorage rules and regulations for MSC outlined below.

13. Lessee agrees to ensure that all guests must park above the gate at all times of operations. Cars without stickers will be towed.
14. In the event that the payment outlined above is not received within fifteen (15) days after the payment date outlined above, including all rentals and/or other charges accruing in benefit of MSC, or Lessee otherwise violates the provisions of this agreement, MSC may, without advance notice, take possession of Lessee's boat, it's tackle, apparel fixtures, equipment and furnishings and retain such possessions at MSC or elsewhere until all charges than owing and all charges thereafter accruing are fully paid, and any and all other violations of the agreement have been cured.

In addition, or as an alternative, MSC may, on five (5) days written notice delivered to the Lessee's address stated above, terminate Lessee's right to further moorage under this agreement without prejudice to MSC's right to collect rental and utility charges until such time as the boat moored is removed from the MSC dock moorage. The remedies provided hereinabove are in addition to and in no way limit any other rights which MSC may have by virtue of federal, state or local statutes, ordinances or laws.

In addition, Lessee agrees to pay MSC reasonable sums representing necessary expenses or attorney's fees associated with any action or proceeding for collection of any payments due and owing to MSC.

15. Lessee further agrees that any damage or liability caused by the Lessee or his property shall be Lessee's sole responsibility and further agrees to reimburse MSC for any costs, charges or expenses resulting from any such damage or liability.
16. MSC does not accept Lessee's boat for storage or bailment and shall not be liable or responsible in any manner for it's safekeeping or condition, or for the safekeeping of it's tackle, apparel, fixtures, equipment and/or furnishings. Lessee agrees that the relationship between Lessee and MSC is that of Lessee and Lessor and that MSC will not be responsible for any personal injuries suffered by Lessee, his/her agents, assigns, guests or invitees arising from any cause upon MSC's premises or property adjacent thereto.
17. Lessee agrees to provide a copy of Lessee's boat registration and/or appropriate licenser. Lessee also agrees to provide a copy of insurance coverage for the current year as required by Paragraph 9 above. **If a boat has multiple owners, all owners must be members of MSC, all owners must be listed on insurance and boat's registration and the boat will be considered as one applicant.**
18. Lessee agrees to comply with all applicable federal, state and local laws, statutes and ordinances and all rules, regulations and special instructions issued by MSC herein or otherwise by its Board. Specifically, Lessee agrees that there will be no discharge of any liquid or solid waste substance, including sewage, oil, gasoline, or other toxic, hazardous or dangerous waste from Lessee's boat while it is moored at the MSC facility or on Lake Washington.
19. Lessee agrees that this writing incorporating the attached Moorage Rules, Policies and Procedures (Attachment A), Moorage Sublease Policy and Procedures (Attachment B) and Moorage Allocation (Attachment C) constitutes the complete agreement by the parties and that no other agreement, unless entered into after this agreement, shall be binding upon the parties.
20. Lessee agrees that all notice required under this agreement and incorporated attachments must be in writing.
21. This agreement shall be governed by and interpreted under and in accordance with the laws of the State of Washington.

I hereby certify that I have read all of the above terms and conditions as well as the moorage policies per Attachments A-C hereto and agree to abide thereby.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY: PAUL VON DESTINON AUTHORIZED AGENT

Office Use Only:

Copy of registration and/or licenser. Expiration date:\_\_\_\_\_

Copy of current year's insurance. Expiration date:\_\_\_\_\_