

MOORAGE AGREEMENT

It is hereby agreed by and between Hayden Marina, and Undersigned, as follows:

1. Hayden Marina will furnish Moorage to Undersigned and its said boat (as described below and referred to herein as "Boat"), subject to such regulations and current rates as Hayden Marina may make from time to time. Undersigned agrees to and shall comply with all present and future applicable ordinances, resolutions, rules, regulations, and statutes. Undersigned further agrees to and shall comply with all present and future health, safety, environmental, and sanitary rules and regulations of any and all applicable regulatory bodies, including but not limited to those established by any and all federal, state and local government agency, by the Hayden Marina, by the U.S. Army Corp of Engineers and by the United States Coast Guard.
It is expressly agreed to and understood that Hayden Marina, its members, managers, directors, officers, employees, volunteers, representatives, agents, and insurers shall not be liable to Undersigned or any other person for any loss, injury, death or damage to persons or property (including but not limited to the Boat, its tackle, apparel and appurtenances) that may arise at the slip or in the marina for any cause whatsoever. Undersigned further agrees to indemnify, defend, release, discharge and hold Hayden Marina, its members, managers, directors, officers, employees, volunteers, representatives, agents, and insurers harmless from and against all loss, cost, liability, damage and expense, including but not limited to reasonable attorneys' fees, penalties and fees, incurred in connection with or arising from: (i) any default by Undersigned of the terms and conditions of this Agreement; (ii) the use of the slip and marina by Undersigned, its family members, guests, invitees, licensees, vendors, visitors, and/or agents; (iii) acts, omissions and/or negligence of Hayden Marina its members, managers, directors, officers, employees, volunteers, representatives, and/or agents in or around the slip and/or the marina; (iv) acts, omissions and/or negligence of the Undersigned, its family members, guests, invitees, licensees, vendors, visitors, and/or agents whether individuals or businesses, in or around the slip and/or the marina; (v) storm, fire, theft or other casualty whatsoever; or (vi) any claims by any other person by reason of loss, injury, death or damage to persons or property due to an act, occurrence or omission set forth in (i), (ii), (iii), (iv), or (v) above. Undersigned acknowledges that the Boat and all personal property of the Undersigned is moored at the slip at Undersigned's sole risk, and Hayden Marina shall not be liable for any loss or damage thereto.
2. Undersigned agrees to maintain third party commercial liability insurance on the Boat and trailer (if any) described below (hereinafter "Trailer") throughout the entire term of this Agreement. Failure to maintain such insurance constitutes a material breach of the Agreement and shall be a basis for termination of the Agreement and removal of the Undersigned's Boat, Trailer, and/or other property at Undersigned's sole expense.
3. Undersigned agrees and understands that this Agreement is valid only for the Boat and Trailer. This Agreement cannot be transferred, sold, conveyed, demised, bequeathed or otherwise disposed of in any manner to any other persons or entities. Any agreement to the contrary is and will be totally null, void and unenforceable.
4. If during the term of this Agreement, the Undersigned sells, transfers or conveys title to Boat and/or Trailer, the Undersigned agrees to provide Hayden Marina with prompt written notice of the same. The Undersigned further agrees that prior to the effective date of such sale, transfer, or conveyance, the Boat and/or Trailer will be removed from the Hayden Marina at no cost to the Hayden Marina. It is expressly understood that the grantee, transferee and/or new owner of the Boat and/or Trailer has no right, title and interest in and to the benefits provided under this Agreement. It is further understood that if Undersigned desires to use another boat and/or trailer pursuant to the terms of this Agreement, Undersigned shall first register the boat and/or trailer with Hayden Marina.
5. Undersigned is solely responsible for the operating and mooring of the Boat and/or Trailer, and agrees to operate the same in a safe and responsible manner. Within the limits of the harbor Undersigned shall not permit the Boat to create any wake or wash which could cause damage to other craft.
6. Undersigned may only use the slip for purposes of moorage of the Boat, and for no other purposes whatsoever. No person may live-aboard the Boat when moored at the slip.
7. Undersigned warrants that the Boat is and shall be maintained in a safe and seaworthy condition, in full compliance with all governmental and regulatory requirements, and covered by customary marine hull and machinery insurance and minimum liability coverage of at least \$300,000 combined single limit and indemnity during the course of this Agreement. Hayden Marina shall be named as an additional insured. The insurance shall cover damage done to the slip, the marina, and any other boats or equipment, including boats and equipment in the vicinity of the marina. Undersigned shall not be entitled to moor the Boat at the slip until evidence of insurance satisfactory to Hayden Marina has been provided by Undersigned. Furthermore, Hayden Marina may request a current copy of the insurance certificate at any time, which shall be provided to Hayden Marina upon request. Undersigned agrees to **equip** and **maintain** the Boat with **adequate mooring lines**, dock tenders, and to comply with all federal and state laws relating to fire extinguishers and flame arrestors. No gas cans may be brought onto the docks or stored on any boats.
8. Undersigned agrees not to put **FOR SALE** signs on the Boat when on the premises of the Hayden Marina.
9. This Agreement may not be assigned or subleased by the Undersigned without the prior written consent of Hayden Marina, which consent may be withheld by Hayden Marina for any reason. All slips are to be leased by the Hayden Marina only. In the event Undersigned needs to vacate the slip, the next person on the waiting list will be offered said slip. Upon leasing said slip to the new lessee, rent will be prorated as of the date of new lessee's possession. Undersigned will be charged an acquisition fee of 8% based on the prorated rent amount. For example, if 100 days remained in the lease term, the prorated rent would be approximately \$595.89 ($(\$2,175.00/365) \times 100$) and Undersigned would owe an acquisition fee of approximately \$43.29.
10. Undersigned shall keep and maintain the slip in a clean and sanitary condition at all time, and in accordance with the ordinances, resolutions, rules and regulations described above. Upon termination of this Agreement, Undersigned shall surrender the slip in good order and repair other than normal wear and tear resulting from ordinary use. Under no circumstances, nor at any time, may Undersigned change, modify, or alter the slip or any portion thereof. Undersigned shall not install or place any personal property, equipment, boxes, or lockers of any type on the slip.
11. Undersigned covenants that the Boat is for recreational and pleasure purposes only and shall not be used for commercial purposes. Undersigned further covenants that Undersigned has an ownership interest in the Boat and/or Trailer and Undersigned is fully authorized to bind all other owners of the Boat and/or Trailer to the terms and conditions of this Agreement. If there is more than one owner of the Boat and/or Trailer (hereinafter "Owner(s)"), the terms of this Agreement shall apply jointly and severally to all Owners. Notice provided to one Owner constitutes notice to all Owners.
12. Hayden Marina shall have the right from time to time to board the Boat when moored at the slip to determine if the Boat is in compliance with the terms of this Agreement and the rules and regulations of the marina.
13. Hayden Marina makes no warranties, express or implied, as to the condition of the slip or marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the slip and marina for its intended purpose. Undersigned acknowledges that Undersigned has had an opportunity to inspect the marina and the slip prior to execution of this Agreement and agrees to accept the marina and slip in its current condition.

14. This Agreement may be terminated at any time, with no cause given, by the Hayden Marina. Such termination shall be effective three (3) days from the date that written notice of the same is placed in the United States mail, addressed to the Owner(s) at the address provided below. All terms and conditions of this Agreement applying to any release of liability, or indemnification for liability, will remain in full force and effect (even though by the terms herein, this storage agreement will have terminated or expired) until such time as the Boat and/or Trailer has been removed from the Hayden Marina.

15. If the Boat remains at the slip following termination of this Agreement, and without otherwise limiting the rights of Hayden Marina hereunder, Undersigned shall be deemed a holdover and charged a daily rate for transient moorage, a rate to be determined by Hayden Marina, for each day the Boat continues to be moored at the slip after the effective date of termination. Hayden Marina may, at its sole discretion, chain the Boat or slip and/or exclude the Owner(s) from access to the marina.

16. Any notice, aside from the termination notice described above, by Hayden Marina to Undersigned shall be deemed to be given if and when it is personally delivered to Undersigned or deposited in the mail and addressed to Undersigned at the address set forth below. Undersigned is responsible for informing Hayden Marina of its most current address and phone number. Any notice by Undersigned to Hayden Marina shall be deemed given if it is signed by Undersigned and deposited in the mail and addressed to Hayden Marina at the following address: 2900 N. Government Way #20, Coeur d'Alene, Idaho 83815. **All signed contracts and payments shall be mailed to Hayden Marina at the following address: 2900 N. Government Way #20, Coeur d'Alene, Idaho 83815.**

17. In the case of an emergency, Hayden Marina is authorized to (but under not duty to) move the Boat and/or Trailer without liability for damages or loss of any kind. Undersigned agrees to pay Hayden Marina reasonable compensation for moving the Boat and/or Trailer under such circumstances.

18. Hayden Marina's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a default of this Agreement shall be construed as a waiver or forbearance of any other or subsequent breach, and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

19. Owner(s) shall be responsible for and shall promptly, upon demand, pay Hayden Marina for any damage caused to the marina, or governmental property by such Owner(s), his boat, his crew, family members, guests, invitees, licensees, vendors, visitors, employees or agents, by the Boat, by the Trailer, and/or by any other person or thing of which the Owner(s) is in control. Owner(s) shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the marina, and pay marina for any damage, expense or liability incurred by marina due to Owner(s) failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Owner(s).

20. This Agreement represents the parties' complete understanding of the entire agreement and no modification or alteration of this Agreement may be made except in writing, and signed by both parties.

21. By signing and dating this Agreement, the Undersigned certifies receipt of a copy of the Agreement and has been advised to **SPECIFICALLY READ ALL THE ITEMS HEREOF AND TO SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT.** If more than one person executes this Agreement as Undersigned, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this license shall be fully binding upon each of them. Nothing stated herein limits the joint and several liability as described in section 12 above.

22. In the event any suit, claim, action or any other legal proceeding is instituted to enforce this Agreement, the prevailing party shall be entitled to recover, in addition to costs and expenses provided by statute or otherwise, all reasonable attorneys' fees, including but not limited to attorney fees incurred for trial and/or on appeal. In the event such legal proceedings are had, this Agreement shall be governed by the laws of the State of Idaho and the United States. Venue for any action hereunder shall be in the District Court of Kootenai County. If any provision of this Agreement shall be found to be void, such determination shall not affect any other provision of this license.

TERM OF MOORAGE:

(All moorage agreements are for a one-year term)

Start Date: _____

End Date: _____

SLIP NO.: _____

"BOAT" INFORMATION

Size: _____

Make: _____

Model: _____

Color: _____

State Boat No.: _____

License No.: _____

PAYMENT INFORMATION:

Amount Remitted: _____

Check No. _____

*M/C No. _____

Exp. Date _____

*Visa No. _____

Exp. Date _____

*3% processing charge will be added to all payments by credit card.

"TRAILER" INFORMATION

Size: _____

Make: _____

Model: _____

Type: _____

Color: _____

License No.: _____

Moorage Payments are due in full by Jan 15th. Any moorage payment not paid in full by Jan 15th will be offered to the next person on our waiting list.

NAME: _____

ADDRESS: _____

Print name of Boat Owner _____

Signature of Boat Owner _____

EMAIL ADDRESS: _____ PHONE NUMBER: (_____) _____

**All signed contracts and payments shall be mailed to Hayden Marina at the following address:
2900 N. Government Way #20, Coeur d'Alene, Idaho 83815.**