

# LESCHI LAKECENTER MOORAGE LICENSE AGREEMENT

This License is made between MARINA MANAGEMENT, LLC ("MM") as agent for LESCHI PARTNERS, LLP ("Licensor") and the undersigned Licensee under the following terms and conditions, which is contingent upon receipt of proof of insurance and verification of overall boat length. **Date:** \_\_\_\_\_ **Initial:** \_\_\_\_\_

## 1. Basic License Terms

Licensee: \_\_\_\_\_ Commencement Date: \_\_\_\_\_ Monthly Contract \_\_\_\_\_ Annual Contract \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Home: \_\_\_\_\_ Monthly License Fee: \_\_\_\_\_  
Work: \_\_\_\_\_ Prepaid Annual Rate: \_\_\_\_\_  
Other: \_\_\_\_\_ Utility Fee Per Month: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Other Monthly Fees: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Security Deposit: \_\_\_\_\_  
Address: \_\_\_\_\_ Key Deposit: \_\_\_\_\_  
Phone Home: \_\_\_\_\_  
Work: \_\_\_\_\_ **Total Annual Fee:** \_\_\_\_\_ **Total Monthly Fee:** \_\_\_\_\_  
Other: \_\_\_\_\_ **Total Amount Collected Today:** \_\_\_\_\_  
Email Address: \_\_\_\_\_ Email Statement? yes no

The Security Deposit and the Key Deposit are not an advance License Fee and will only be refunded at License termination if Licensee has performed all of the obligations hereunder in accordance with the terms and conditions. The Total Monthly License Fee is payable in advance before the 1st day of each month without offset or deduction to: **Marina Management, LLC, 140 Lakeside Ave., Suite #A-304, Seattle, Washington 98122-6538. Payable to "Leschi Partners, LLP" c/o Marina Management LLC.**

## 2. Vessel Information:

Name: \_\_\_\_\_ WN#: \_\_\_\_\_ Registration? yes no  
Slip #: \_\_\_\_\_ Overall Length: \_\_\_\_\_  
Year & Make: \_\_\_\_\_ Hull #: \_\_\_\_\_  
Beam/Draft: \_\_\_\_\_ Hull/Trim Color: \_\_\_\_\_  
Policy #: \_\_\_\_\_ Power Type: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_ Declaration page or copy of policy? yes no  
Expiration Date: \_\_\_\_\_ Marina Management Name Insured? yes no  
**Initial:** \_\_\_\_\_

## 3. Terms & Conditions:

The Terms and Conditions printed on the following pages of this document are a part of this Agreement, incorporated herein, and have been read and agreed to by the Licensee.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## 4. Marina Management, LLC agent for Licensor Acceptance:

Marina Management, LLC  
140 Lakeside Avenue  
Suite #A-304  
Seattle, WA 98122-6538  
**By:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

## 5. Licensee Acceptance:

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_  
\_\_\_\_\_ **Email:** \_\_\_\_\_

SEE NEXT PAGES FOR INCORPORATED ADDITIONAL TERMS AND CONDITIONS

# TERMS AND CONDITIONS

## 1. License

Licensor grants a license to Licensee to use the assigned Slip for moorage of the Vessel.

## 2. Term

Subject to the provisions of this Agreement, the term of this License shall be at Licensee's option one year beginning on the Commencement Date and ending on the one-year anniversary of the Commencement Date or a month to month license. Unless the License is terminated as provided herein, the term of this License shall automatically renew at the end of the term.

## 3. Monthly License Fee

Licensee shall pay Leschi Partners LLP c/o Marina Management LLC in advance, before the first day of each month, the Monthly License Fee set forth above. All payments shall be made at Marina Management, 140 Lakeside Ave., Suite #A-304 Seattle, WA 98122-6538, or at such other address as MM may designate. If the Commencement Date is other than the first day of the month, the Monthly License Fee shall be prorated for the initial and final months.

## 4. Service Charges; Interest

Licensee shall pay a service charge of \$25 for every Monthly License Fee payment received after the tenth day of the month and for every check returned by Licensee's bank for insufficient funds or for any other reason. Licensor shall also be entitled to interest at the maximum rate provided by law on any payment more than 5 days past due.

## 5. Limitations on Use

Licensee may use the Slip only for purposes of moorage of the Vessel, and for no other purposes whatsoever. In the event Licensee sells or transfers the Vessel and desires to use the Slip for another vessel, Licensee shall first register the new vessel with MM.

## 6. Security Deposit

Simultaneously herewith, Licensee has paid to MM the Security Deposit to secure the performance of all of Licensee's obligations hereunder. The Security Deposit (without interest) shall be refundable to Licensee within 60 days of termination of this License, provided all the covenants and conditions of Licensee under this License are satisfied. MM may commingle the Security Deposit with other funds held by MM.

## 7. Rules and Regulations

Licensee shall comply in all respects with the Rules and Regulations, which Rules and Regulations may be revised from time to time upon notice to Licensee. In utilizing the Slip, Licensee agrees to and shall comply with all present and future applicable ordinances, resolutions, rules and regulations, health, safety, environmental, and sanitary regulations of all applicable regulatory bodies, those established by any federal, state or local government agency, by the Marina, or by the U.S. Army Corp of Engineers.

## 8. Transfers and Assignments

This License and Licensee's rights hereunder are not transferable or assignable, except as expressly set forth herein. Licensee shall have the right to assign its right to utilize the Slip to a financially capable third party for up to thirty (30) days in any twelve-month period provided that any assignment must:

- (a) Be in writing approved in advance by Marina Management (which approval will not be unreasonably withheld.)
- (b) Require that the assignee comply with all terms and conditions of this Agreement as though it were a party hereto (including without limitation, the Rules and Regulations, covenants to maintain vessel registration and insurance and provide written verification to MM)
- (c) Not be for a rental amount or other compensation which exceeds the Monthly License Fee hereunder.

Licensee has the obligation to give parking passes and access keys to the assignee. The Licensee shall also have the option to sublease the Slip for up to one (1) year only through MM if request is made in writing with no guarantee. MM will attempt to sublease the Slip for 25% above the Monthly License Fee and if a sublease is accomplished the Licensee will not be liable for the Monthly License Fee during the period of the sublease. No assignment or sublease shall have the effect of modifying Licensee's obligations to MM hereunder or otherwise act as a novation of this Agreement if a sublease is accomplished.

## 9. Insurance

Prior to the commencement of this Agreement and at all times during the term of this Agreement, Licensee shall carry in full force and effect with insurance companies authorized to do business in the State of Washington, Protection & Indemnity liability and property damage insurance with limits of at least \$500,000 per occurrence, and pollution insurance covering the Vessel and Licensee with a combined single limit coverage of at least \$300,000.00 per occurrence. Vessels stored in dry storage,

or on the docks shall provide \$300,000 liability coverage per occurrence. Leschi Partners, LLP and Marina Management, LLC must be named as additional insureds on each policy required hereunder, and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days written notice to MM. Licensee shall deliver to MM upon commencement of this Agreement and from time to time thereafter, copies of insurance policies or evidence of insurance and copies of endorsements required by this Agreement. In no event shall the limits of such policies be considered as limiting the liability of Licensee under this Agreement. The insurance shall cover damage done to the Slip, the Marina, and any other boats or equipment in the vicinity of the Marina. Licensee shall not be entitled to moor the Vessel at the Slip until evidence of insurance satisfactory to MM has been provided by Licensee. Licensee's insurer shall waive all rights of subrogation against Leschi Partners, LLP and MM and its officers, employees, agents, underwriters, and representatives, on account of loss by or, damage to, Licensee, Licensee's property or the property of others under Licensee's control. The waiver of subrogation extends to losses insured against under Licensee's insurance policies, losses that would have been insured against but for Licensee's failure to procure and maintain the required insurance policies hereunder, and any other loss for which Licensee received or was entitled to any recovery.

#### **10. Care of Slip; Maintenance**

Licensee shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the Rules and Regulations. Upon termination of this License, Licensee 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 Licensee change, modify, or alter the Slip or any portion thereof. Licensee shall not install or place any personal property, equipment, boxes, or lockers of any type on the Slip.

#### **11. Utilities, Fees**

At Licensee's request, MM may make available to Licensee at the Slip electrical power and such other utility services then available to licensees at the Marina generally, subject to the payment of Utility Fees as specified above. MM does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, Licensee acknowledges that water service may be discontinued during inclement weather. In addition, MM does not warrant that the utility services will be compatible with the utility service requirements of the Vessel (including electrical interconnection requirements or the effect of electrolytic action). Utility Fees shall be included in the monthly invoice and shall be payable with the Monthly License Fees.

#### **12. Recreational Use; Authority**

Licensee covenants that the Vessel is for recreational and pleasure purposes only and shall not be used for commercial purposes (including but not limited to chartering of any kind, Airbnb, Boat Bound, GetMyBoat, or other rental service). Licensee further covenants that Licensee has an ownership interest in the Vessel and Licensee is fully authorized to bind all other owners of the Vessel to the terms and conditions of this License.

#### **13. Access Keys**

MM shall issue to Licensee two access keys to provide access to the portion of the Marina in which the Slip is located. The access keys shall be surrendered to MM upon termination of this License. Access keys shall remain the property of MM at all times, and MM may revoke the right of Licensee to use the access keys if Licensee is in default under this License. Licensee agrees to notify MM immediately if any access key is lost or stolen. A non-refundable replacement fee of \$25 shall be charged for any lost or stolen keys.

#### **14. Access to Vessels**

MM shall have the right from time to time to board the Vessel when moored in the Marina to determine if the Vessel is in compliance with the terms of this License and the Rules and Regulations of the Marina.

#### **15. No Living Aboard**

No person may live-aboard the Vessel when moored at the Marina without the prior written consent of MM, which MM may withhold or rescind at its sole discretion. Persons authorized to live-aboard a vessel must execute a separate Live-Aboard Agreement with MM. A person shall be deemed living aboard the Vessel if such person overnights on the Vessel in excess of four (4) nights over a two-week period.

#### **16. No Warranties**

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 purposes. Licensee acknowledges that Licensee has had an opportunity to inspect the Marina and the Slip prior to execution of this License and agrees to accept the Marina and Slip in its current condition.

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Initials:

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## **17. Holding Over**

If the Vessel remains at the Slip following termination of this License, and without otherwise limiting the rights of MM hereunder, Licensee shall be deemed to be occupying the Slip for purposes of daily moorage and shall pay MM the daily rate equal to 10% of the total Monthly License Fee for each day the Vessel continues to be moored at the Slip. MM may, at its sole discretion, chain the Vessel or Slip and/or exclude Licensee from access to the Marina.

## **18. Notices**

Any notice by MM to Licensee hereunder shall be deemed to be given if and when it is personally delivered to Licensee or deposited in the mail and addressed to Licensee at the address set forth herein. Licensee is responsible for informing MM of their most current address and phone numbers. Any notice by Licensee to MM shall be deemed to be given if it is signed by Licensee and deposited in the mail and addressed to MM at the address where Monthly License Fees are paid.

## **19. Removal of Vessel in Emergency**

In case of emergency, MM is authorized to move the Vessel without liability for damages or loss of any kind. Licensee agrees to pay MM reasonable compensation for moving the Vessel under such circumstances.

## **20. Default, Remedies**

If Licensee violates the Rules and Regulations of the Marina following written notice from MM to cease and desist such violation, or if Licensee fails to pay Monthly License Fees, service charges, interest, Utility Fees or any other amount hereunder and such failure continues for a period of 3 days after MM has given Licensee written notice thereof, or if Licensee fails to perform any other term, covenant or condition of this License and such failure continues for a period of 7 days after MM has given Licensee written notice thereof, Licensee shall be in default hereunder. Upon default, MM may exercise any and all remedies available to Licensor hereunder or otherwise provided by law. Without limiting the foregoing, MM may immediately terminate this License without limiting the liability of Licensee for all amounts due hereunder. Upon termination of this License, and if Licensee has not already done so, MM shall be authorized to remove the Vessel and all property of Licensee from the Slip and the Marina, all at the cost, expense and risk of Licensee. If the Vessel remains at the Slip or in the Marina following termination of this License, and without limiting the other remedies of MM hereunder, Licensee shall be deemed to be holding over pursuant to Section 17 hereof.

## **21. Cumulative Remedies, No Waiver**

Licensor'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 license 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.

## **22. Termination**

The License established hereby shall continue for the term hereof unless earlier terminated upon ten (10) days prior written notice in the event Licensee breaches the License. The Licensee may terminate the License with minimum thirty (30) days written notice prior to the end of the term.

## **23. Redevelopment and Restoration**

In addition to, and without limiting anything contained herein, upon thirty (30) days prior written notice MM may require the Licensee to vacate the Slip and Marina during any period of Capital Improvements, or redevelop of the Marina; alteration or significantly rehabilitate the Marina in a location occupied in whole or part by the Licensee; construct an addition or additions to the Marina in a location occupied in whole or in part by the Licensee. If the Licensee is required to vacate the Slip and Marina, the Licensee shall not owe the Monthly License Fee during that period and may resume the term of the License when the period of Capital Improvements, redevelopment, alteration, rehabilitation is complete if done so within thirty (30) days-notice that Licensee may re-occupy the Slip.

## **24. Release and Hold Harmless**

- (a) The Licensee, in consideration of being permitted to moor the Vessel at the Marina, releases and waives any and all claims, demands, causes of action, suits, and judgments against Licensor, MM and their agents for any loss, injury, death or damage to persons or property (including the Vessel) that may arise in any way from the moorage of the Licensee's Vessel at the Marina.
- (b) Licensee agrees to defend, indemnify, and hold harmless the Licensor, MM and their agents from all claims for damages, costs, claims or liabilities of any kind ("Claims") by Licensee or Licensee's employees, contractors, agents,

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Initials:

guest, or invitees that may arise in any way from the moorage of Licensee's Vessel at the Marina, including Claims that arise from Licensee's negligence or the negligence of Licensee's employees, contractors, agents, guest or invitees.

(c) As a condition to any claim for indemnification, Licensor, MM and their agents shall (1) notify Licensee with reasonable promptness upon learning of any circumstances that may serve as a basis for such claim, (2) provide such reasonable assistance as is requested by Licensee, subject to Licensee bearing any resulting out-of-pocket expenses, and (3) not settle or compromise any matter without the prior written consent of Licensee, which shall not be withheld unreasonably.

**25. Licensee's Responsibility for Damage and the Environment**

Licensee shall be responsible for and shall promptly, upon demand, pay MM for any damage caused to Marina, or governmental property by Licensee, his boat, his crew, guests, invitees, employees or agents. Licensee shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the Marina: pay Marina for any damage, expense or liability incurred by Marina due to Licensee's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Licensee.

**26. Joint and Several Liability**

If more than one person executes this License as Licensee, 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.

**27. Attorney Fees**

In the event that any action or other legal proceeding is brought to enforce any provision of this License the prevailing party shall be entitled to recover all costs plus reasonable attorneys' fees from the non-prevailing party (including proceedings on appeal or in arbitration.)

**28. Venue**

This Agreement shall be governed by the laws of the State of Washington and the United States. The venue of any suit ensuing out of or related to this License may, at the option of either party, be laid in or transferred to King County, Washington.

**29. Severability**

If any provision of this License shall be found to be void, such determination shall not affect any other provision of this License.

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**Marina Management, LLC as agent for Leschi Partners, LLP, Licensor, Acceptance:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Licensee Acceptance:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_