

Oakland Bay Marina

Moorage Agreement



Slip # Assigned: _____ Company Name: _____
**(required for commercial tenants)*

Contact Information

First & Last Name:	
Street Address:	
City, State, Zip Code:	
Home Phone:	
Cell Phone:	
Fax Number:	
E-Mail Address:	

Person to Notify in Case of Emergency

Emergency/Alternate:	
Emergency Home Phone:	
Emergency Cell Phone:	

Vessel Information

Vessel Name:	
Make/Model:	/
Dimensions:	LOA: _____ Beam: _____
Registration Number:	
Year Manufactured:	
Fuel Type:	Diesel Gas None
Vessel Type:	Power Row Sail

Moorage Type Requested

Type:	Open Slip	Category:	Recreational
	Boathouse		Commercial
			Aquaculture

Terms

Term: This Agreement provides for a month to month tenancy. This Agreement may be terminated, without cause, by either party by providing 30-day notice.

Tenant Payments: Upon signing this Agreement, the Tenant shall pay the first month's rent along with an additional one month's rent. The first month's rent will be applied to the first month the Tenant occupies the space. The additional month's rent is calculated based on the date of the original moorage agreement and will be kept by Oakland Bay Marina as a refundable Deposit, held without interest, until this Agreement is terminated. This Deposit may be updated from time to time by Oakland Bay Marina to reflect adjustments in rent over time. This Deposit shall not be substituted for the last month's rent.

Each month's rent shall be due in advance, payable to Oakland Bay Marina, LLC as outlined:

Oakland Bay Marina, LLC reserves the right to change rates and fees at any time during the term of this agreement. Oakland Bay Marina, LLC will provide the Tenant 30 days' notice before applying new rates or fees.

Refund of Deposit: The Deposit will be refunded to the Tenant by Oakland Bay Marina within 30 days after this Agreement has been terminated. Oakland Bay Marina will deduct from the Deposit the following costs and charges: (1) any unpaid rent due under this Agreement, (2) in addition to other remedy as may be appropriate; a charge equal to the estimated cost of any damages to Oakland Bay Marina property that, in Oakland Bay Marina's sole determination and upon Oakland Bay Marina's survey at its cost, were caused by Tenant's occupation and use of the property, and (3) any interest due to Oakland Bay Marina on any past due rental or other amounts owed Oakland Bay Marina by the Tenant.

Rental Due Date, Late Charges, and Default: All amounts assessed are due and payable in advance on the 1st day of each month. Tenant agrees to pay the applicable monthly obligation due the Oakland Bay Marina on or before the tenth (10) day of each month. This ten (10) day period shall be considered a grace period after which the amounts due shall be considered past due. A late charge of 10% or \$25.00, whichever is greater, may be assessed monthly to amounts past due. The full amounts due shall be paid in full by the fifteenth (15th) day of each month at which time the Tenant shall be deemed in default. Upon default, Oakland Bay Marina expressly reserves the right to provide three day notice to vacate the marina on or before the eighteenth (18th) day of the month. This notice of vacation shall not relieve the tenant from the obligation to pay the outstanding fees due.

Additional Terms: These Terms are supplemented by additional terms and requirements as outlined in the "**Oakland Bay Marina Tenant Guide.**" Where a conflict may be identified between the Oakland Bay Moorage Agreement and the Tenant Guide, the Oakland Bay Marina Tenant Guide shall prevail.

Initial the Following:

- _____ Initial: Tenant understands that this agreement may be terminated without cause by either the tenant or by Oakland Bay Marina by providing written notice with not less than thirty (30) days advance notice.
- _____ Initial: Tenant acknowledges receiving a copy of this Moorage Agreement and the "**Oakland Bay Marina Tenant Guide.**" Tenant agrees to abide by all rules and regulations found therein.
- _____ Initial: Within **30 days** of acceptance, tenant shall provide proof of vessel registration and certificate of insurance in the amounts defined in the Tenant Guide, naming the "Shelton Yacht Club Oakland Bay Marina, PO Box 3358, Shelton WA 98584" as "additional insured" in accordance with the Tenant Guide.
- _____ Initial: Tenant must notify Oakland Bay Marina of Shelton immediately upon sale of Vessel and/or Boathouse.

Method of Invoice

Autopay	Electronic/E-mail	Paper
---------	-------------------	-------

Tenant Signature

Date: **X** _____

Oakland Bay Marina Signature

Date: **X** _____

Office Use Only

Moorage Assignment

Tenant Name Last, First:	
Effective Date:	
Assigned Slip #:	
Type of Slip:	Open Slip Lineal Footage:
	Boathouse Square Footage:
Live aboard:	Yes
	No

Deposit Fees

Extra Key (first key free)	@\$25.00 per Key Key Deposit Held on Acct:
1 Month Moorage Deposit	Moorage Deposit Held on Acct:

Monthly Charges

Moorage = Footage x Rate	
Open Slip Lineal Footage:	@ per Lineal Foot =
Boat House Sqare Footage:	@ per Sq. Foot =
Flat Rate Slip Fee	
Additional Charges	
Electricity *	+ Flat Fee =
Total Monthly Moorage	
Deposit (One time only)	
Prorated Moorage	_____ days @ _____ per day =
Extra Key Deposit	_____ @ per key =
Total Amount Due:	=
	<p style="text-align: center;">* Electricity charges for recreational tenents * <i>Billed @ PUD3 rates/kwh as consumed plus a flat fee of \$5/month Recreational \$10/month for Commercial</i></p>