

MULTIPARTY BOATHOUSE AGREEMENT

Name of Boathouse Organization: _____

Boathouse Name: _____

Date: _____

This Agreement is effective on the date noted above and is entered into by and between:

Port of Bellingham (the “**Port**”)
1801 Roeder Avenue
P.O. Box 1677
Bellingham, WA 98227

and the following Boathouse Organization, as the term is defined in Section 1.3(E) of the Port’s *Blaine and Squalicum Harbors Rules, Regulations and Procedures* (the “**Marina RR&P**”)

_____, a Washington _____ **[select one: partnership, corporation, LLC, LP, or LLP]** the Boathouse Organization for which the following information is provided:

Address	
City, State, Zip	
Telephone	
Email	
Marina Location	

With a Contact Person, as the term is defined in Section 2.3(J)(2)(b) of the Marina RR&P, as follows:

Contact Person	
Address	
City, State, Zip	
Contact Person Telephone	
Contact Person Email	

WHEREAS, the Port owns and operates Blaine and Squalicum Harbors and has adopted the Marina RR&P;

WHEREAS, a “Boathouse Organization” is defined in Section 1.3(E) of the Marina RR&P;

WHEREAS, Section 2.3(J)(2)(d) of the Marina RR&P requires that each Boathouse Organization execute a Boathouse Agreement with the Port as a condition of maintaining a multiparty boathouse in the Port’s marinas.

NOW THEREFORE, in consideration of allowing the multiparty boathouse to be moored in the Port owned marina and in compliance with the Marina RR&P, the Port and the Boathouse Organization agree as follows.

1. **Legal Entity.** The Boathouse Organization legal status is accurately set forth above. The owners of the Boathouse Organization are as set forth on **Exhibit "A."** The Boathouse Organization will, at all times while the Boathouse Organization owns a boathouse in a Port owned marina, maintain the legal status of the Boathouse Organization. The Boathouse Organization will promptly notify the Port if (i) there is any change to the legal status or (ii) any change in the owners of the Boathouse Organization or (iii) any changes to the contact information for the Contact Person (i.e. new email address or cell phone number).

2. **Compliance with Blaine and Squalicum Harbors Rules, Regulations and Procedures.** The Boathouse Organization shall comply with the Marina RR&P as they now exist or are hereinafter amended.

3. **Appointment of a Contact Person.** The above reference Contact Person has been appointed by the owners of the Boathouse Organization and is authorized to sign this Agreement on behalf of the Boathouse Organization.

4. **Insurance.** The Boathouse Organization shall keep and maintain the insurance as required in the Marina RR&P.

5. **Release and Indemnification.** As part consideration for allowing the boathouse to be located in a Port owned marina, the Boathouse Organization does hereby forever release and discharge the Port, its commissioners, employees and agents from (i) any and all claims or damage that may occur to the boathouse except to the extent that such damage is caused by the sole negligence of the Port, its commissioner, employees or agents and (ii) any and all claims or damages arising from the Port taking any action allowed in the Marina RR&P as they now exist or are hereinafter amended. The Boathouse Organization further agrees to save, defend and hold the Port harmless from any and all claims for personal injury and/or property damage claims result from fire, combustion, discharge of anything from the boathouse or other occurrence originating from the boathouse or any personal property located therein, including but not limited to any vessel.

6. **RCW 53.08.320.** For purposes related to RCW 53.08.320, the boathouse shall be deemed a vessel within the meaning of RCW 53.08.320 and therefore Port Resolution No. 947 shall apply.

7. **Default and Termination.** This Agreement may be terminated by the Port for default of any term or condition of this Agreement by providing a written notice of termination. Provided however, (i) that the Port will provide a written notice specifying the default at least sixty (60) days prior to the notice of termination and (ii) the default remains uncured as of the date of the notice of termination. The Boathouse Organization may terminate this Agreement for any reason upon sixty (60) days written notice of termination. Upon termination, the Boathouse Organization shall cause the boathouse and all related personal property to be removed from the Port's harbor.

8. **Notices.** All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally

recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the respective addresses noted above or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

9. **Amendment.** No modification, termination or amendment of this Agreement may be made except by written agreement signed by the Port and the Boathouse Organization.

10. **Waiver.** No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition.

11. **Attorney Fees.** The prevailing party in any action to enforce any term or condition of this Agreement shall be entitled to its reasonable costs and attorney fees.

12. **Governing Law.** This Agreement and the right of the parties hereto shall be governed by and construed in accordance with the laws of the State of Washington and the parties agree that in any such action exclusive jurisdiction and venue shall lie exclusively in the Superior Court of Whatcom County, Washington.

13. **Entire Agreement.** The entire agreement between the parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

THIS AGREEMENT CONTAINS A RELEASE AND INDEMNIFICATION OF THE PORT BY THE BOATHOUSE ORGANIZATION

PORT OF BELLINGHAM _____

Boathouse Organization

signature

signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Contact Person _____

Address _____ City, State, Zip _____

Phone Number _____ email _____

