

# BBVCC MARINA APPLICATION

Name:		Div/Lot:
Mailing Address:		City:
State/Prov:	Zip:	Email:
Phone (main)		Phone (emergency):
Boat Length (overall)	Width:	Draft:

**MARINA AGREEMENT WITH HOLD HARMLESS AND INDEMNITY PROVISIONS**

THIS AGREEMENT, made and entered into on this day of \_\_\_\_\_ (date), by and between BIRCH BAY VILLAGE COMMUNITY CLUB, hereinafter referred to as "Lessor" and \_\_\_\_\_ (name), hereinafter referred to as "Lessee", to set forth the agreement of the parties.

- 1) Lessor is the operator of the Marina at Birch Bay Village, Whatcom County, Washington. In consideration of Lessee's agreement to be bound by the terms of this Agreement and the payment of the fees as set forth therein (see current fee schedule), Lessor agrees to the lease to Lessee moorage space or launching in the Birch Bay Village Marina; with the provision, however, that during the course of this Agreement, Lessee may be assigned to a moorage space other than the first assigned as may be deemed appropriate by the Lessor.
- 2) Lessee shall during the term of this lease, or during any period of occupancy of the leased moorage space, use of launching facilities, or occupancy of any other space in the Birch Bay Village Marina, abide by and comply with all the rules and regulations concerning the use of occupancy of moorage space of launching facilities, or any other Marina rules, as the same may exist at the time of execution of this agreement or as the same may hereafter be amended by the Board of Directors of Birch Bay Village or its authorized representative.
- 3) Lessee shall be entitled to place in the leased moorage space (if applicable) one vessel which is no longer than \_\_\_\_\_ feet in length, which vessel is identified as \_\_\_\_\_ (vessel name or ID number)
- 4) Lessee agrees to the Hold Harmless and indemnify the lessor from any claim arising from any damage of whatever nature and from whatever cause arising out of the Lessee's use of the leased property or launching facilities. This indemnity shall extend to property damage or bodily injury which is result of the operation of Lessee's vessel by any person; damage to marina property including docks and floats; deterioration of marina property and facilities resulting from the effects of weather acting upon lessee's vessel; or any other damage or injury to any person or entity including the lessee, arising out of lessee's use or occupation of moorage space or launching facilities in lessor's marina facility.
- 5) Lessee agrees that in the event that reinforcement of lessor's dock facilities are needed as a result of Lessee's use or occupation of moorage space, Lessee shall fully reimburse Lessor for the costs and expenses incurred in reinforcing said dock. Prior to incurring such expenses, Lessor may require Lessee to place a deposit with Lessor an amount equal to 115 per cent of the projected expenses. Nothing in this agreement shall be construed to require the Lessor to affirmatively undertake to investigate the need for reinforcement of any dock structures.
- 6) Lessee agrees that Lessee's rights herein are personal to Lessee and may not be transferred or assigned by the Lessee except with prior approval of the Lessor and in accordance with the rules, regulations and policies of the Lessor in effect of the time of any such proposed transfer.
- 7) In the event of the Lessee's failure to comply with any of the terms hereof, including the failure to comply with any rules or regulation of the marina then in effect or the failure of the Lessee to pay fees and charges in accordance with the rules in effect at the time such payment is due, then all of Lessee's rights hereunder may be terminated without further notice to Lessee. Lessee shall be required to pay, in addition to any other obligation to Lessor, Lessor's reasonable obligation hereunder.
- 8) Copy of current vessel registration, trailer registration (if applicable), and liability insurance (in the amount \$300,000 or more) all in the name of the member are required.**
- 9) Misinformation may result in the loss of marina privileges and/or moorage slip if applicable.**

<p><b>I have read the BBVCC Marina Rules and Regulations and will abide thereby,</b></p> <p>Signature:</p>	<p>Date:</p>
--	--------------

LAST NAME: \_\_\_\_\_

**OFFICE USE ONLY:  
2017**

<b>VESSEL INFORMATION</b> Paid: _____ Annual Moorage: <input type="checkbox"/> Slip # _____ Monthly Moorage: <input type="checkbox"/> Months: _____ Slip # _____ Launch Only: <input type="checkbox"/> <b>Vessel WN/BC#:</b>	<b>INSURANCE INFO</b> Insurance expires _____  <b>Decal #</b>	<b>TRAILER INFORMATION</b> Paid: _____ Launch Only: <input type="checkbox"/> Storage: <input type="checkbox"/> Power: <input type="checkbox"/> Months: _____ <b>Trailer License#:</b>	<b>Decal #</b>
1)		1)	
2)		2)	
3)		3)	
4)		4)	
5)		5)	
6)		6)	
7)		7)	