

PORT OF SILVERDALE
DRY STORAGE FOR NON-MOTORIZED HAND LAUNCHED BOATS
APPLICATION AND AGREEMENT

I, the undersigned, request dry storage for the boat designated on the reverse. For the privilege of storing my boat in the designated dry storage area (Storage Area) on Port of Silverdale (Port) property, I agree to comply with the terms of this Application and Agreement (Agreement).

If I do not comply with the terms of this Agreement for a period of 30 days or longer, I will forfeit the privilege of boat storage on Port property and will be required to remove my boat and trailer or dolly immediately.

I agree to all of the following terms and conditions:

1. The Storage Area shall be used to store non-motorized boats that are hand launched and under 20 feet in length, including sail boats, kayaks, canoes, row boats, and rowing shells. The Port reserves the right to determine boat qualification, space occupancy and space availability.
2. Storage Area sticker(s) shall be displayed on my boat and trailer or dolly.
3. The boat, trailer or dolly, and cover will be maintained in a neat and orderly condition.
4. My trailer shall be licensed, and maintained in a road-worthy trailer condition. A trailer lock is required, and a key to the trailer lock must be kept at the Port office. The Port reserves the right to relocate boats and/or trailers in case of an emergency or to better serve everyone's needs.
5. The Storage Area combination/key may be changed at any time, in which case the Port agrees to immediately notify me via electronic mail or phone of the change. This combination is not to be shared with anyone other than those who will be using my boat.
6. The Storage Area is intended for the storage of boats that are actively used for a minimum of 4 times in 6 months. If my stored boat is not used at least 4 times in 6 months and the Storage Area is oversubscribed, I agree to remove my boat when requested to do so.
7. The Storage Area and Port grounds may not be used for major construction or repairs to boats or trailers.
8. Thirty (30) days after a written notice of non-compliance is mailed to my address, the Port may remove my boat and its trailer or dolly from Port property at my expense, and sell or otherwise dispose of them. I agree that I am responsible for any and all expenses incurred in connection with enforcing this Agreement, including but not limited to storage, costs of sale, attorney's fees, and fees in acquiring title to my boat(s) and trailer(s).
9. The storage fee is due on the first day of each twelve month storage period that my boat is stored on Port property, with initial payment upon signing this agreement. The storage fee is based on ground space taken by the boat and trailer/dolly, including all projections (wings, bow sprint, rudders, mast, etc). The storage fee formula for twelve months is Length (in feet) x Width x \$2.00, with a minimum twelve month storage fee of \$75 regardless of dimensions. Two additional boats (three total) may be stacked vertically within the same footprint for an additional \$50 per boat. A separate Agreement must be completed for each boat. A person who places any boat in the yard not covered by an Agreement will owe a \$100 penalty to the Port.
10. If my boat is within the Storage Area at the end of any twelve month storage period, this Agreement shall be automatically renewed for another twelve month period and another storage fee shall become immediately due. A late fee of \$35 shall be due for nonpayment more than 10 days after the commencement of a twelve month storage period and notification to me from the Port.
11. Storage fees shall not be prorated. Boat storage privileges under this Agreement may not be assigned. If this Agreement is terminated the Port has no obligation to refund any part of the storage fee.

12. I shall immediately notify the Port of any change in the boat being stored or in my contact information.
13. The Port assumes no responsibility whatsoever for injuries sustained by the undersigned, or any of the undersigned's guests, on any part of Port property, and the Port shall not be liable for the loss of, or damage to, the boat(s), trailer(s) or dolly(s) listed, or any equipment or property in or on said boat. I understand that insurance on my boat and equipment is at my election and expense. **In consideration of the privilege of**

storing my boat on Port property, I release, hold harmless, and indemnify the Port and its officers, officials, employees, agents, and representatives from any and all claims, liabilities, demands, suits, causes of actions, or proceedings of any kind or nature which may arise in connection with my boat, trailer or dolly, my use of Port property, or this Agreement.

14. I have read, understand, and agree to all of the terms and conditions of this Agreement.

Dated this ___ day of _____, 20____.

Dated this ___ day of _____, 20____.

Signature of Boat Owner

Signature of Port Representative

Printed Name of Boat Owner

Printed Name of Port Representative

Street Address

Trailer Lock Key in Office: _____

Initial Payment Received: \$_____

City/State/Zip Code

Form of Payment: _____
cash/check

Home phone: _____

Port of Silverdale Contact Information:

PO Box 310
Silverdale, WA 98383
Phone (360) 698-4918
Fax (360) 698-2402
portofsilverdale@wavecable.com

Cell phone: _____

Email: _____

Boat Name: _____

Boat Registration No.: _____

Boat Make/Model: _____

Year: _____; Length: _____; Width: _____

Trailer License No.: _____

Insurance Company: _____

Insurance Policy No.: _____