

## 20 \_\_\_ MOORAGE AGREEMENT

**Watson's Harverene Resort Inc.**  
7750 S. Lakeshore Rd. #2 Chelan, WA. 98816  
(509)687-3720 watsons@watsonsresort.com

**Read Agreement in its entirety. Indicate which moorage type, sign and return to Watson's Resort.**

**IMPORTANT NOTE** - If TENANT wishes to have more than one moorage of the same type, (for example, two "TYPE 1" moorage spaces "or" one TYPE 1 and one TYPE 2 moorage spaces) TENANT must make copies of this agreement and provide to WATSON'S RESORT listing each item on a separate form. It is also strongly suggested that all moorage TENANTS make copies of this agreement for their own records and review. Note: This has changed from previous years.

This Agreement is made and entered into by and between Watson's Harverene Resort Inc., hereinafter referred to as "OWNER" and \_\_\_\_\_, hereinafter referred to as "TENANT".

Whereas, the OWNER operates a resort facility on Lake Chelan, Chelan County, Washington, said facility including moorage space, and whereas, TENANT desires to lease said moorage space from OWNER for his private use as a boat moorage facility, Now, Therefore, the parties do hereby agree to as follows:

OWNER does hereby lease to TENANT the boat moorage space known as "Space/Buoy # \_\_\_" for TENANTS use as a private boat moorage facility.

**RENT:** As and for rent of the above described space, TENANT agrees to pay to OWNER the sum of \$ \_\_\_\_\_ for moorage. Full payment for the above moorage space shall be payable on or before July 1<sup>st</sup> of each season. Payment is due on July 1<sup>st</sup> and shall be considered late if not received at the office of Watson's Resort by 5:00PM on July 10<sup>th</sup> of each season. TENANT understands and agrees that a late fee of 5% per month of the unpaid balance will be charged after July 10<sup>th</sup> of each season and every month thereafter on the first day of each month until payment in full is received.

**DEPOSIT** – If so indicated, TENANT shall pay a non-refundable deposit of **\$75.00** to OWNER at the time of signing this agreement in order to guarantee a moorage space. This deposit shall be applied towards the moorage rent which is due on July 1<sup>st</sup> of each season. There shall be no refunds on this deposit unless all moorage spaces are filled for the season. Cancellation of moorage does not constitute the right for the TENANT to not be obligated to pay for the moorage space unless all moorage spaces are filled for the season and each deposit includes a **\$25** non-refundable cancellation fee.

**TERMS:** The rental payment described above allows the TENANT to moor his/her boat at the allocated space between April 15<sup>th</sup> of each year (or when water level is high enough to safely moor the boat) and Oct. 1<sup>st</sup> of each season (so long as water level is high enough). Any exception to this rule must be approved by OWNER. **EXCEPTION TO THE ABOVE:** Buoy moorage may have a longer duration of stay. TENANT must however go over details with OWNER.

**ANCHORAGE: Dock/Slip Moorage** - TENANTS shall be solely responsible for his own ropes if mooring in a slip or on the dock. Ropes shall be tested yearly by TENANTS to make sure they are strong in case of hard winds and/or large wave action. Boats and PWC shall be tied with mooring lines no less than 5/8 inch in diameter. Larger boats shall require stronger ropes. All moored boats on a dock must be tied with a rubber snubber on the "out lake" side of the boat. Boats facing up lake will be required to have at least one rubber snubber if they use a single bow line, or two rubber snubbers if they use two bow lines. Boats moored sideways shall

be required to have two rubber snubbers. One on the outside bow and one on the outside back.

**BUOY MOORAGE:** For buoy moorage, the TENANT shall be responsible for their own anchor, chain, buoy and ropes. OWNER is renting the space to the TENANT, not the Anchorage items. If a TENANT uses an existing anchor, by signing this agreement the anchor and anything attached there to belongs to the TENANT and shall be the ownership and responsibility of the TENANT.

**BOAT USAGE:** The time of operation of a vessel shall be between 8:00AM and 10:00PM. The only exception to this rule, unless special permission is granted by management of Watson's Resort, shall be on the evening of July 4<sup>th</sup> (fireworks). Moorage TENANT shall not use his/her boat for over-night sleeping facility. OWNER is renting space for moorage only, not as a sleeping location on the lake. This applies to all TENANTS.

**AUTOMOBILES:** Moorage TENANT understands and agrees that they are renting a space to moor their boat. This does not give the TENANT any rights to park vehicles on the resorts waterfront or lawn areas. This applies to both non-resort TENANTS as well as resort TENANTS.

**RULES AND REGULATIONS:** TENANT agrees to obey all local, county, state and Federal regulations regarding the use and operation of boats on Lake Chelan and such regulations shall be considered incorporated into this agreement. TENANT is to leave and arrive at the moorage facility, marina and shoreline and arrive to the docking areas in a safe, slow, quiet and orderly manner. Water skiing from the moorage facility or any other resort docks is not allowed. Slow speeds (no wake) are the rule from shoreline out 100 yards. Chelan County and Washington State law regulating the age required to operate a boat or PWC must be adhered to. All resort rules shall also be incorporated into this agreement.

**BEACH'S:** Boats and PWC's are not to be used, stored or moored within the resort swimming areas or on resort beaches or any other shoreline.

**LIABILITY:** TENANT is responsible for their boat and the use thereof as well as liable for any damages caused by TENANTS boat or PWC to any person, resort property or any other persons personal property. This includes any TENANT guests who may be using the boat or PWC.

OWNER shall not be liable for any damage or injuries caused by improper use of the moorage facility or the failure of the TENANTS Anchorage devices (ropes, chains, anchor, buoy, etc.). The TENANT agrees to indemnify and hold the OWNER harmless from any and all liability resulting out of the TENANTS use of the resort and/or moorage facilities.

**WASTE DISPOSAL:** Disposal of waste and/or sewage shall be only at properly regulated facilities, in accordance with county, state and federal rules and regulations. There are sewage pump out facilities located at Mill Bay, Manson Bay and at Stehekin. Port-a-Potties may be emptied in the chemical toilet located on the West side of the resorts swimming pool, next to the boat launch. TENANT is responsible for all clean up of chemical toilet if spills should occur.

**MOORAGE NOT COMBINED WITH UNIT:** This agreement is an agreement in and of itself and is not combined with or tied to any other agreement by and with the OWNER. If a Resort Lease Tenant (Mobile/trailer) sells their personal unit, this moorage agreement is not transferable unless permission to do so is obtained from the OWNER.

**SIGNAGE:** TENANTS are to place name signs on their moorage spaces (dock slip and/or buoy). Guests of Watson's Resort will not know a moorage space or buoy is leased unless a name is on it. OWNER is not responsible for other people parking in a TENANTS space. If a TENANT does have a name on their moorage space, Watson's will try to assist in finding who it is who parked in the unauthorized space. If a TENANT does not have a name sign on their moorage space and someone parks in the TENANTS space, please do not expect OWNER and/or business employees to assist in locating who parked in the space. Signs are to be of reasonable size. Signs are to have the TENANTS name only or the word Private with the TENANTS name. The preferred size of a sign is 4"-6" inches by no more than 24" long.

**ALTERATIONS OF DOCKS:** With the permission of the OWNER, TENANT may add cleats, eye bolts or other similar items to their space for securing their boat. Carpet and other similar items are not allowed as they cause damage to the dock material.

**BOAT LAUNCH:** WATSON'S RESORT offers free of charge, when water level is high enough, a boat launch. TENANT shall use boat launch but shall not damage boat launch when loading and pulling out their boat. If your boat is too large or you do not have a vehicle that is capable of pulling out your boat without causing damage, TENANT is encouraged to use the public boat launch facilities neighboring WATSON'S RESORT located at the Lake Chelan State Park. TENANT shall be billed for any damage rendering the Watson's Resort boat launch useless. TENANT shall not power their boat up onto their trailer as this caused damage and leaves the launch unable to be used by other tenants and guests.

**COMPLAINTS:** If a TENANT has any type of complaint, they are to address the complaint with Management of WATSON'S rather than with an employee of WATSON'S.

**LAKE LEVEL:** TANANTS are encouraged to keep track of the lake's level on the Chelan County PUD web site as the OWNER can not keep track of individual moorage space water depths for each TENANTS boat. If a TENANT has an issue with the level of the lake, TENANT is encouraged to contact the Chelan Count PUD and state their complaint with them as the OWNER does not have anything to do with the lake's water level.

**USE OF DOCKS AND MOORAGE FACILITIES:** TENANT and guests of TENANT shall wear shoes whenever using any of the docks at Watson's Resort. TENANT personal belongings are not to be left, kept or stored on any of the docks at Watson's Resort. Water skis, pull toys and floats are to be stored in TENANTS boats rather than on resort docks.

## **NON-RESORT TENANTS**

**RATES:** Moorage TENANTS who do not own units or lease cottages from Watson's Resort shall pay an additional **10%** fee above the regular rates. It is also understood that Watson's Resort rents moorage space to Non-Resort TENANTS on a year by year bases. Priority shall always be with Cabin and Mobile Lease TENANTS of Watson's Harverene Resort Inc., first and foremost. Any moorage spaces that are open and that are not rented by our own Lease TENANTS shall be rented to outside moorage TENANTS on a year by year bases only.

**AUTOMOBILES:** Outside Moorage TENANTS may park vehicles at the waterfront for loading and unloading of their boats only. Thereafter, TENANT must park their vehicles in a designated overflow parking area. Outside Moorage TENANTS are allowed only one car space unless special permission for extra vehicles is granted by resort management and only during times when parking is not full.

**USE OF RESORT FACILITIES:** Outside Moorage TENANTS are paying a fee to moor their vessel at Watson's Resort on a per year bases and based on availability. Nothing contained in this Agreement shall entitle outside TENANT the use of other resort facilities such as the pool, spa, lawn, beaches, etc.

**GARBAGE:** Small amounts of garbage may be placed in resort dumpsters. Larger amounts are to be taken home by outside TENANT and disposed of at their expense.

**PETS:** Outside moorage TENANTS shall adhere to all pet rules as any other TENANT. If an outside moorage TENANT has a pet, they must obtain from the office, fill out and return to the office, a pet agreement which shall be followed.

**GUESTS:** Guests of TENANT shall sign in at the resort office (guest sign in sheet) upon arrival. This is required in the event of an emergency.

**DAY USE DOCK MOORAGE:** For those TENANTS who moor their boats on buoys, TENANT may bring their boat to the outside of the floating breakwater dock to load and unload their personal belongings. TENANT shall not use day use moorage except for loading and unloading their personal belongs, family members and guests and for no longer than one hour unless special arrangements for longer times is arranged with OWNER.

## **TYPE OF MOORAGE**

**Please indicate by marking the box, the type of moorage you will be using during the season.**

**Type 1 Seasonal boat dock moorage:** Moorage Space # \_\_\_\_\_ (if you previously had moorage). TENANT shall pay moorage rental to OWNER at a seasonal rate of \$ \_\_\_\_\_, which is payable in full on or before July 1<sup>st</sup> of the lease year. Boats may be moored after April 15<sup>th</sup> of the lease year so long as water level allows. Unless special permission is granted to TENANT by OWNER, all boats must be removed by October 1<sup>st</sup> of the lease year. If TENANT wishes to moor their boat after October 1<sup>st</sup> of the lease year, TENANT must contact OWNER to make arrangements. Extra rent may be required. Cancellations after May 1<sup>st</sup> will be accepted only if the moorage space is rented to another person, otherwise TENANT shall be responsible for the total yearly fee. OWNER can not guarantee TENANT a moorage spot if TENANT did not have moorage the previous year. Moorage rates are based on the depth of the moorage space being leased.

**Identify make, model, length and color of boat:** \_\_\_\_\_

**[ ] TYPE 2 Seasonal and Yearly buoy moorage:**

**Note:** Boat and Personal watercraft buoy moorage have been combined to be the same.

Please Mark one of the below.

- Summer Season Buoy Moorage**
- Year Round Buoy Moorage**

TENANT shall pay a moorage fee to OWNER, at a rate of \$\_\_\_\_\_ (summer season) or \$\_\_\_\_\_ (year round) which is payable in full on or before July 1 of each season. Boats may be moored beginning April 15<sup>th</sup> (for seasonal moorage) and running until October 15<sup>th</sup>

unless special permission is given by management for longer use. Longer use of a buoy may result in additional fees. Cancellations may be excepted only if the space is rented to another party. It is understood that TENANT is renting the space only. TENANT shall be responsible for their own anchor, chain, buoy and ropes. TENANT shall mark their own buoy with TENANTS name.

OWNER is released of all liability for the moored vessel for TENANT is responsible for all items securing the vessel.

**Please identify make, model, color and length of boat:** \_\_\_\_\_

\_\_\_\_\_

[ ] **TYPE 3 Seasonal Personal Water Craft**

**(PWC) dock Moorage:** Moorage # \_\_\_\_\_ (if you previously had a moorage Space). TENANT shall pay a moorage fee to OWNER at a seasonal rate of \$ \_\_\_\_\_, which is payable in full on or before July 1<sup>st</sup> of the season.. PWC may be moored anytime after April 15<sup>th</sup> of the season so long as the water level allows. All PWC's must be removed by Oct. 1<sup>st</sup> of the lease year unless arrangements are made with OWNER. Extra fees may be required.

[ ] **Type 4 Small watercraft stored on Resort**

**Waterfront:** (Includes small sailboats, dinghies, rowboats, canoes, paddle boats, etc. that are not stored on a trailer) Small Water Craft will be stored on empty lot west of the resort boat launch or any other location approved by Management of WATSON'S RESORT. TENANT shall identify their boat with TENANTS name (on the boat). Any boat stored on resort waterfront that does not have a name on it may be removed by OWNER. The rate for storing a small watercraft on resort waterfront property shall be \$ \_\_\_\_\_ per season. All small watercraft are to be removed from resort waterfront property by Oct. 1<sup>st</sup> of each season unless other arrangements have been made by TENANT with OWNER. Small Watercraft are not allowed in any designated swimming area within the resort. Small watercraft are not to be stored on any resort lawns.

[ ] **Type 5 Small watercraft stored at**

**TENANTS Cabin/Mobile Home:** TENANT shall make arrangements with OWNER for permission to store any small water craft at their unit (cabin, trailer or mobile home). There shall be a \$ \_\_\_\_\_ fee per small water craft (small kayaks, small dinghies, etc.) or \$ \_\_\_\_\_ per large watercraft (row boats, canoes, paddle boats, large kayaks, etc.). Watercraft must be stored in a location approved by OWNER that does not distract from the appearance of the unit, neighbors view or the resort. Rowboats may be allowed in other areas of the resort with the approval of OWNER. Small watercraft are not allowed in any designated swimming area within the resort. Small watercraft are not to be stored on any resort lawns.

**Small Watercraft stored on trailers:** Please see Storage agreement.

**It is the responsibility of TENANT to read, make copies and follow all rules and regulations within this agreement.**

**Please sign and return lease agreement in its entirety to  
Watson's Resort.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tenants Printed Name

\_\_\_\_\_  
Tenants Signature

Cabin/Space Number \_\_\_\_\_

\_\_\_\_\_  
Tenants Home Address