



P.O. Box 538, Everett, WA 98206 (A/C 425) #259-6001

GILLNET LOCKER RENTAL FISHING EQUIPMENT STORAGE AGREEMENT

This is a rental agreement between the PORT OF EVERETT, P.O. Box 538, Everett, WA 98206, hereinafter called the "PORT", and _____, the undersigned boat owner, hereinafter called "LESSEE", concerning Lessee's renting from the Port certain space at the Port's marina.

IN CONSIDERATION OF THE MUTUAL TERMS AND CONDITIONS SET FORTH HEREIN, PORT AND LESSEE AGREE AS FOLLOWS:

1. RENTED PREMISES. Port rents to Lessee space identified as: Locker Stall # _____

2. RENT. For such space, Lessee agrees to pay rental as follows:

2.1 ~~Annual-Monthly~~ Rate. The ~~monthly annual~~ rent ~~per year~~ shall be \$_____
_____0.25/sf. -Provided, however, ~~this e-annual~~ rate may be adjusted from time to time in accordance with changes to the Port's Schedule of Rates and Fees. The amount of any proposed increase in the ~~annual-monthly~~ rate shall be provided to Lessee sixty (60) days before the new rate is to take effect.

2.2 Bi-Monthly Billing. Lessee shall be billed such rent on a bi-monthly basis. Said fee shall be paid bi-monthly to the Port in advance on or before the first day of January, March, May, July, September and November.

2.3 Leasehold Tax. Monthly rates includes State Leasehold Tax. Leasehold tax will be ~~calculated assessed~~ on the regular billing as dictated by the State of Washington.

2.4 Late Payment Penalty. If rent is not paid in full on or before any due date as set forth in section 2.2, interest shall be charged on the unpaid balance at the rate of one and one-half percent (1-1/2%) per month until paid.

~~3. ELECTRICITY. In addition to rent, Lessee agrees to pay for all electric current used by Lessee as determined and billed by the Port. Charges will be based on the rates as established by the Public Utility District No. 1 of Snohomish County. Electricity billings by the Port shall cover the previous yearly period. Lessee agrees to pay such electricity billing inclusive with the first six-month rental payment. ALTHOUGH THE PORT IS BILLING FOR THE ELECTRICITY, THE PORT IS NOT IN THE BUSINESS OF PROVIDING ELECTRICITY, SAID ELECTRICITY BEING PROVIDED BY THE PORT DOES NOT WARRANT NOR GUARANTEE THE CONTINUITY OR CHARACTERISTICS OF ELECTRIC SERVICE.~~

3.4. ACCEPTANCE OF PREMISES. Lessee has examined the rented premises and accepts

them in their present condition.

54. USE OF PREMISES. With the requirement that Lessee shall use the premises to store, keep, maintain and warehouse all fishing gear, webbing, netting and equipment used in pursuit of his occupation as a commercial fisherman. If the Port in its sole discretion determines that the premises are being used for purposes other than in support of commercial fishing, the Port may terminate the rental agreement in accordance with paragraph **56.3** below.

56. ASSIGNMENT, TRANSFER, SUBLEASING PROHIBITED. The Lessee shall not assign, sublet or otherwise transfer any interest in this rental agreement or ~~designated the Fishing Equipment Storage Stall gillnet locker space~~ at the Port's Marina without first obtaining the Port's written consent.

56.1 Notice of Boat Sale. Lessee agrees to notify the Port within ten (10) days of the sale or transfer of a majority ownership interest of Lessee's commercial fishing gear including the name and address of the purchaser or transferee.

56.2 Assignment. The Port agrees that its consent to a Fishing Equipment Storage Stall ~~a gillnet locker space~~ will not be unreasonably withheld if:

(a) The assignee is the direct descendent of Lessee, to whom Lessee has transferred possession of his/her fishing gear; and

(b) Lessee and the proposed assignee are not in default in the payment of any rental under this rental agreement or any other rental agreement, or not otherwise in default.

65.3 Termination by Port. The Port reserves the right to summarily terminate this ~~Fishing Equipments Storage Gillnet Locker Rental~~ Agreement and the rights of Lessee or Lessee's assignees, sublessees or transferees upon learning of any violation of the Agreement including but not limited to: Lessee's sale or transfer of its gear without notifying the Port; or Lessee's assignment, sublease, or other transfer of ~~Fishing Equipments Storage gillnet locker~~ space without first obtaining the Port's written consent to such assignment, sublease or transfer; or Lessee's charging any other person any money or other consideration for the assignment, subleasing, transfer, or use of the ~~Fishing Equipments Storage subject gillnet locker space~~ Stall; or Lessee's failure to pay rent or other amounts due under this rental agreement; or without cause as provided in paragraph 12 below.

76. DEFAULTS. Time is of the essence of this Agreement, and in the event of the failure of Lessee to pay the rentals or other charges at the time and in the manner herein specified, or to keep any of the covenants or agreements herein setforth to be kept and performed, the Port may elect to terminate this lease and reenter and take possession of the premises with or without process of law: Provided, however, that Lessee shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period.

76.1 Removal of Lessee's Personal Property. If upon such reentry there remains any personal property of Lessee or of any other person upon the rented premises, the Port may, but without the obligation to do so, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall

reimburse the Port for any expense incurred by the Port in connection with such removal and storage.

~~7.6.2~~ Sale of Lessee's Personal Property. The Port shall have the right to sell such stored property without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of charges for storage, and third to the payment of any other amounts which may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee.

~~7.~~ ~~8.~~—LIABILITIES AND INDEMNIFICATION. The Port, its employees and agents shall not be liable for any injury, including death, to any person or for loss or damage to any property caused by the negligence of Lessee, Lessee's employees, agents, guests or any other person occurring on the premises or in the areas adjacent thereto or related in any way to the Lessee's use or occupancy of the premises and of the areas adjacent thereto. Lessee agrees to and does hereby indemnify and hold the Port of Everett and its agents or employees harmless from any and all liability or expense (including any expenses of litigation such as court costs and reasonable attorney fees) which are caused by or related in any way to the Lessee's use or occupancy of the premises or which may result from the acts of the Lessee or Lessee's employees, agents, invitees, or guests.

~~8.~~ COMMON USE AREA: The Lessee shall be responsible for any damages due to leakage of liquids or gas through the roof, floor, walls, or otherwise of the designated enclosed common work area. The Port agrees to repair leaks in roof and/or any damage done to said premises for which the Port is responsible within a reasonable time after receiving notice from Lessee of the necessity of such repairs.

~~9.~~ ~~9.~~—MAINTENANCE AND REPAIR. The Lessee shall keep the rented space and adjacent common use areas neat, clean, orderly and free from all flammable substances, and will at all times preserve the space in as good condition and repair as the same now is or may hereafter become, reasonable use and wear, or damage or the elements excepted. Lessee shall dispose of litter, trash, and garbage, throwaway or disposable articles of any kind in proper receptacles. Lessee shall comply with all applicable federal, state, and local laws without limiting the generality of the foregoing laws and regulations relating to hazardous substances and environmental protection.

~~10.~~ ~~Furthermore, the Lessee shall be responsible for any damages due to leakage of liquids or gas through the roof, floor, walls, or otherwise. The Port agrees to repair leaks in roof and/or any damage done to said premises for which the Port is responsible within a reasonable time after receiving notice from Lessee of the necessity of such repairs.~~

10. ALTERATIONS AND IMPROVEMENTS. Lessee shall make no alterations or improvements to or upon the Premises or install any fixtures (other than trade fixtures that can be removed without injury to the Premises) without first obtaining written approval from the Marina Director. In the event any alterations or improvements shall be made or fixtures (other than trade fixtures which can be removed without injury to the Premises) installed by the Lessee, they shall at the election of the Port become a part of the realty and become the property of the Port. Moveable furniture and trade fixtures that are removable without injury to the Premises shall be and remain the property of Lessee. Lessee agrees to remove from the Premises all alterations, improvements, furniture, trade fixtures, or other property of Lessee prior to the termination of this lease, unless Port in writing consents to the contrary.

11. INSPECTION. The Port reserves the right to inspect the rented premises and common use areas at any and all reasonable times throughout the term of this rental agreement; provided, that it shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises, and shall impose no liability upon the Port for failure to make such inspections. ~~To assure ready entry to the gillnet locker, the Port will provide a Port master lock.~~

12. MUTUAL TERMINATION RIGHTS. Either party may terminate this agreement without cause by providing written notice to the other party ten (10) days preceding either the fifteenth (15th) day or the last day of the month in which termination is to become effective.

13. SURRENDER OF PREMISES. At the expiration or sooner termination of this rental agreement, Lessee shall promptly surrender possession of the premises to the Port, and shall deliver to the Port all keys that it may have to any and all parts of the premises.

14. COSTS OF ENFORCEMENT. In the event that either party shall be required to bring any action to enforce any of the provisions of this rental agreement, or shall be required to defend any action brought by the other party with respect to this rental agreement, the losing party shall pay all of the prevailing party's actual costs in connection with such action, including such sums as the court may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

15. COMPLIANCE WITH PORT REGULATIONS. Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the Premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees, and the general public. Lessee further agrees to comply with all applicable federal, state and municipal laws, ordinances, and regulations. Any fees for any inspection of the premises during or for the rental term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.

16. ENTIRE AGREEMENT-AMENDMENTS. This Agreement constitutes the whole agreement between the Port and Lessee. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective except by an agreement in writing.

LESSEE

AGREEMENT ACCEPTED

Name

Lessee Date

Street Address

Port Representative Date

City, State, Zip Code

Effective Date of Agreement:

Telephone Number(s)

Vessel Name