

P.O. Box 538  
 Everett, WA 98206  
 (425) 388-0678 (Operations Office)  
 (425) 259-3167 (Fax)

## HAUL-OUT AND WASHDOWN FACILITY BOAT OWNER AGREEMENT

- Owner assumes sole responsibility for the care and safety of the vessel, it's contents and of all persons engaged in the lowering, raising, moving or working on or in the vicinity of the vessel, except for Port employees, during the period of time from arrival at Port facility until departure therefrom including all movements and adjustments of vessel. If Owner's vessel is in the care of an agent, whether independent, brokerage firm, dealership, or contractor, that agent, on behalf of Owner, not the Port, shall exercise all of Owner's responsibilities in this Agreement including, without limitation, placement of lift equipment slings and/or placement of blocks.
- Owner agrees to comply with all Port policies, procedures and practices applicable to Port property, equipment and/or the washdown facility. Without limiting the generality of the foregoing, Owner acknowledges that s/he has reviewed the Port's applicable facility and equipment policies, understands the same and agrees to strictly comply with the requirements.
- Owner hereby releases the Port, its employees, officials and agents from all liability or responsibility occurring as a result of Owner's use of the Port's property, equipment and/or washdown facility. Owner further agrees to indemnify and hold the Port, its employees, officials and agents harmless with respect to any and all claims for damage to property or for injuries to persons resulting from the acts of Owner, Owner's employees, agents or guests. Owner further agrees to repair and replace any Port of Everett property or equipment that may be damaged during or as a result of Owner's use of the Port property, equipment and/or washdown facility.
- In addition to compliance with Port policies, regulations and requirements, Owner shall comply with all applicable federal, state or local statutes and ordinances including, but not limited to, regulations pertaining to protection of the environment, handling hazardous or toxic substances and any and all regulations which apply to Owner's use of the Port's property, equipment and/or washdown facility.

~~5. As a condition of using the Port's facility (ies), Owner is required to maintain liability and property damage insurance covering Owner and Owner's vessel during the time it is on Port property.~~

5. Prior to haul out or boat movement, Owner is required to maintain insurance in force and good standing on the vessel. The insurance shall be written as Protection and Indemnity (P&I) insurance on a comprehensive coverage form with limits of at least \$300,000 per occurrence with no limitations for haul out and/or storage in the repair area, including damage caused by weather and wind. These insurances must be maintained during the time that the vessel is on Port property. The Port of Everett reserves the right to request a certificate of insurance evidencing this coverage.

6. Owner represents and warrants to the Port that the vessel is structurally sound to be handled by Port equipment and that s/he is authorized to make the foregoing undertaking with respect to handling of the vessel.

7. Rates for services are as per the posted "Port of Everett Marina Schedule of Rates and Fees." \_\_\_\_\_ **Received & Acknowledged**  
 Initial

8. Owner acknowledges having received the Port of Everett **Marina Regulations, Policies and Procedures and Best Management Practices** and agrees to comply with same.

Lift # Time \_\_\_\_\_

Customer Name _____	Account # _____
Address _____	Telephone # _____
Vessel Registration # _____	Vessel Name _____
Vessel Length _____	Vessel Make/Description _____
Boat Yard _____	Scheduled By _____

<u>Service</u>	<u>Date of Service</u>	<u>Fee</u>	<u>Date Paid</u>
Travelift: <input type="checkbox"/> Round Trip	_____	_____	_____
<input type="checkbox"/> One-way/Hang	_____	_____	_____
<input type="checkbox"/> Hang O/N	_____	_____	_____
Washdown Facility Use	_____	_____	_____
Environmental Fee	_____	_____	Cash <input type="checkbox"/>
_____	_____	_____	Check # _____
_____	_____	_____	M/C <input type="checkbox"/> Visa <input type="checkbox"/>
	Subtotal	_____	
	Sales Tax	_____	
	<b>Total Charges</b>	<b>\$ _____</b>	

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Owner/Agent Signature

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Port Representative Signature