

1. **Term:** The Carillon Point Marina grants to the vessel owner or his duly authorized representative (“Owner”) moorage (when available) for the vessel designated below on the following terms and conditions:
2. **Compliance with Laws:** Owner agrees to comply with all applicable rules and regulations of the Carillon Point Marina. Owner further agrees to comply with all federal, state and local laws, ordinances, and regulations, including without limitation those relating to environmental matters.
3. **Docking Fees:** The Owner agrees to pay in advance all moorage charges and fees that are due.
4. **Indemnification.** Owner shall indemnify, defend and hold Carillon Properties, its employees, agents or contractors harmless from all claims (1) arising from Owner’s use of the Guest Dock and/or the Marina; (2) arising from Owner’s activities, or any of Owner’s actions done, permitted or suffered by Owner in or about the Slip or Marina; and (3) arising from the act, omission, or negligence of any agent, contractor, employee, sub lessee, licensee or invitee of Owner, in or about the Guest Dock or the Marina.
5. **Liability:** The Owner shall be liable to the Carillon Point Marina for any loss, injury, or damage to the Carillon Point Marina caused by the Owner, Owner’s employees, officers, agents, licensees, or invitees. Owner shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in an around the Carillon Point Marina: pay the Carillon Point Marina for any damage, expense or liability incurred by the Carillon Point Marina due to Owner’s failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Owner.
6. **Owner shall carry Public Liability or Protection & Indemnity insurance in an amount of \$1,000,000 covering bodily injury and property damage losses, insuring Owner’s use of the Guest Dock, the Marina and all related facilities. Occupant’s Public Liability or Protection & Indemnity policy shall name Carillon Properties as an Additional Insured. Prior to the arrival date, Occupant shall furnish Carillon Properties with evidence of such insurance.** Should said insurance not cover the cost of any claim or loss, for any reason, then the full amount of such claim or loss, or, if Carillon Properties elects to submit such claim to its insurer, in its sole discretion, the amount of Carillon Properties deductible and any portion of the claim not covered, shall be the obligation of Occupant.
7. **Charter License:** The Owner must provide the Carillon Point Marina with a current copy of all applicable licenses to operate a commercial charter vessel.
8. **Termination:** This agreement shall become effective on the date stated below and remain in force unless terminated by written notice given by either party to the other at which time termination shall be effective on the date stated therein. The Carillon Point Marina reserves the right to terminate the agreement for failure to comply with the terms of this agreement. This agreement will also be terminated upon any change in vessel ownership.

Occupant Signature: _____ **Date:** _____

Marina Signature: _____ **Date:** _____

****If you have additional questions, please contact Mary West
at (425) 822-1700 or mary@carillonprop.com.****