

CITY OF SANDPOINT PARKS AND REC 2017 MOORAGE AGREEMENT* DATE: _____

RENEWAL FOR SLIP # _____ at _____ Slip Length _____

APPLICANT (Please print): _____
Applicant must own the boat for which moorage is applied.

MAILING ADDRESS: _____

PRIMARY RESIDENCE ADDRESS: _____

MANDATORY EACH YEAR:

Copy of boat liability insurance Policy Expiration Date: _____

Copy of boat registration from the 2016 or 2017 season

Boat owner resides within City Limits? If Yes, attach utility bill issued by City of Sandpoint in your name for discount

E-MAIL: (1) _____ (2) _____

PHONE #'S: work _____ cell _____ emergency _____

BOAT MFG _____ BOAT NAME _____ POWER _____ SAIL _____

BOAT REGISTRATION # _____ LENGTH (tip to tip) _____ WIDTH _____ PONTOON

Applicants who currently lease a slip in any calendar year will have the first opportunity to renew the lease for **that slip**. In order to keep your slip, a complete hard copy of your application packet must be in possession of the Parks and Rec. Department (1123 Lake St. Sandpoint ID 83864) no later than 5pm, March 15th 2017. Your Complete Application Packet will include: 1) Full payment to include the City of Sandpoint invasive species Fee of \$21 per slip per season 2) Bank Service Fee for customers residing outside the United States, 3) Page 1 of this contract signed and dated, 4) Copy of mandatory boat liability insurance - (minimum coverage is \$300,000 Combined Single Limit or the similar Split Limit of 100/300/100) and 5) A copy of your 2016 or 2017 boat registration. E-mail or phone messages indicating an application is forthcoming **will not be considered**. Once your hard copy application is received by the City, all subsequent communication and/or response concerning your application **will be via e-mail only**. Returned checks will not be re-processed and applicant will forfeit the slip. Slips not renewed under these conditions by 5 p.m. on March 15th of any calendar year will not be considered valid. The attached contract is incorporated herein by this reference.

Applicants wishing to switch slips must submit 1) a complete renewal packet for existing slip and 2) a written request to move; **BOTH** by March 15th of the upcoming season.

The slip size offered for your boat will be determined by your boat length as listed on this application. No boat shall be permitted in a slip if its length, including bow sprit and motor, exceeds the length of the slip by more than 2'. Applicant must own the boat for which moorage is applied. All information concerning our marina facilities may be found on our web page at <http://sandpointidaho.gov/your-government/departments/parks-recreation> I have read the conditions of this application and attached contract and agree to adhere to them. I understand that if my application is not legible, it will not be accepted. For questions call: 263-3613

APPLICANT'S SIGNATURE: _____ DATE: _____

*****REMAINDER TO BE COMPLETED BY CITY*****

2017 SLIP FEE: _____ RR04 Access
LOCAL INVASIVE SPECIES FEE: \$21 CRO6 Access
\$5 BANK SERVICE FEE: (For applicants using a check drawn on a Canadian Bank) GG07
GRAND TOTAL OWED: _____

PAID BY: CHECK # _____ CASH: _____ DEBIT: _____ or CREDIT: _____
(The City accepts Debit or Credit; however your card company will charge a convenience fee of \$2 or 3%, whichever is greater in addition to your moorage fees.)

CITY OF SANDPOINT REPRESENTATIVE: _____ DATE: _____

2017 SANDPOINT MUNICIPAL MARINA FEES

Description	Current Fee
Moorage – Visitor:	
20'	\$ 20
30'	\$ 26
35'	\$ 30
Moorage –Sandpoint City Residents:	
Laser – Windbag 100 Dock 5' wide slip	\$ 154
Hobie – Windbag 100 Dock 10' wide slip	\$ 300
24' – Windbag 100 Dock (3 mo season)	\$ 528
20' – City Beach	\$ 579
20' – Windbag 200 Dock	\$ 552
24' - Windbag 200 Dock	\$ 662
24' – Windbag 300 Dock	\$ 662
24' – Windbag 400 Dock	\$ 662
24' – Windbag 500 Dock	\$ 662
24' – Windbag 600 Dock	\$ 662
24' - Windbag 700 Dock	\$ 662
30' – City Beach	\$ 918
30' – Windbag 600 Dock	\$ 828
35' – City Beach	\$ 1071
Moorage – Non - Residents	
Laser – Windbag 100 Dock 5' wide slip	\$ 192
Hobie – Windbag 100 Dock 10' wide slip	\$ 375
24' – Windbag 100 Dock (3 mo season)	\$ 660
20' – City Beach	\$ 724
20' – Windbag 200 Dock	\$ 690
24' - Windbag 200 Dock	\$ 828
24' – Windbag 300 Dock	\$ 828
24' – Windbag 400 Dock	\$ 828
24' – Windbag 500 Dock	\$ 828
24' – Windbag 600 Dock	\$ 828
24' - Windbag 700 Dock	\$ 828
30' – City Beach	\$ 1148
30' – Windbag 600 Dock	\$ 1035
35' – City Beach	\$ 1339
LOCAL Invasive Species Fee – this fee is in addition to your seasonal fee or daily visitor moorage rate and will go directly towards management of Eurasian Water Milfoil at the City managed Marinas, City Beach vicinity, and Sand Creek.	
<i>Visitor Moorage (per day) built into daily rates</i>	\$ 5
Seasonal Moorage	\$ 21

REMEMBER

IN ORDER TO KEEP YOUR SLIP, A COMPLETE HARD COPY OF YOUR APPLICATION PACKET MUST BE IN POSSESSION OF THE PARKS AND REC. DEPARTMENT NO LATER THAN 5PM, MARCH 15TH 2017. IN THE EVENT OF A WEEKEND, USE THE SECURED CITY DROP BOX LOCATED AT THE EAST ENTRANCE OF THE CITY HALL PARKING LOT.

COMPETE APPLICATION PACKET CHECK LIST

- **FULL PAYMENT TO INCLUDE THE CITY OF SANDPOINT INVASIVE SPECIES FEE of \$21 per slip per season – Check made out to City of Sandpoint. Please note that the City of Sandpoint invasive species fee will be deposited in a dedicated City account for invasive species control in Sandpoint marinas and immediate surroundings.
Slip Fee + \$21 = AMOUNT DUE BY MARCH 15th**
- **BANK SERVICE FEE: For all slip tenants residing outside the United States add an additional \$5 to your payment to cover bank service fee.**
- **COMPLETED AND SIGNED CONTRACT. Please submit the first page (all the information completed) and keep the rest for your reference. Remit to Parks and Rec. 1123 Lake St. Sandpoint ID 83864 Attn: Moorage**
- **MANDATORY LIABILITY INSURANCE: all applications must include proof of 2017 LIABILITY INSURANCE (Minimum coverage required is \$300,000 Combined Single Limit or the similar Split Limit of 100/300/100. Proof of insurance policy dates must be current at the end of the season. *If the policy expires mid-season it's the boaters responsibility to give P&R an updated copy.**
- **A copy of 2016 or 2017 BOAT REGISTRATION for the boat or boats being moored. (If a tenant owns two boats and wants to alternate, the City requires liability insurance and registration for both boats.) Applicant must own the boat for which moorage is applied. Boats may be licensed at the Bonner Co. DMV (300 Bonner mall Way – Ponderay) or online at <http://parksandrecreation.idaho.gov/renewregistrationsonline.aspx>**
- **IF APPLYING FOR THE CITY OF SANDPOINT RESIDENT DISCOUNT, INCLUDE A COPY OF UTILITY BILL ISSUED WITHIN THE LAST 2 MONTHS FROM THE CITY OF SANDPOINT. PLEASE NOTE THAT OWNERSHIP OF PROPERTY WITHIN THE CITY BY CUSTOMERS RESIDING OUTSIDE THE CITY DOES NOT QUALIFY FOR DISCOUNT. ONLY CUSTOMERS ACTUALLY RESIDING INSIDE CITY LIMITS QUALIFY. The name on the utilities bill must match the boat owners name on application for moorage, liability insurance and boat registration. This must be submitted EACH YEAR to receive the City discount.**

Please note clarification in policy regarding use of slips by others. In a nutshell, only City of Sandpoint marina customers in good standing are eligible to use another assigned slip (and only with permission from that assigned slip lessee WITH contact regarding same to Parks and Rec office – 263-3613). Current customers may not occupy their assigned slip and then seek permission from another customer for use of a slip for a second boat.

**MARINA CONTRACT PAGE 4 OF -6 RETAIN PAGES 2-6 FOR YOUR RECORDS
AGREEMENT**

1. **Grant of Permit.** Permittee is granted a permit for the use of the Slip listed on this Agreement and only the slip listed on this Agreement for the 2017 Boating Season. Boating season begins upon full payment of moorage fees, depth permitting through October 31st. This Permit is to allow Permittee to dock the Boat listed on this Agreement at the Slip listed herein. If you wish to dock a different qualifying boat (must be insured and registered in YOUR NAME) in the slip listed herein, even temporarily, please provide P&R a copy of liability insurance of adequate coverage and registration for second boat and, for tracking purposes, notification with length of stay of the temporary switch. Persons / boats that are not current lessees in good standing may not use any City managed seasonal slips at any time, even with granted permission from Permittee. Current Permittees may not occupy their assigned slip and then seek permission from another for use of slip for a second boat. Any commercial use of the Slip **(to include boat registration under a business name)** is a violation of the Permit and will result in its automatic termination and loss of all rights and privileges hereunder. This Permit is expressly conditioned upon Permittee's observation of the terms and conditions of this Permit, the rules and regulations of the Sandpoint Municipal Marinas, and all regulations, ordinances and statutes of the City of Sandpoint (the "City"), Bonner County, the State of Idaho (the "State"), and any other governmental authority.

2. **Assignment.** This Permit is granted to Permittee only, for the above Boat only, and is **not assignable to any other person, entity or to be used by any other boat. For example: can't sell slip with a boat.** Partial disposition of ownership of the Boat by Permittee (not to exceed 40%) must be promptly reported to and then accepted in writing by the City of Sandpoint to continue the grant of this Permit in full force and effect.

3. **Termination by Permittee.** If Permittee gives notice to the City of termination before June 1 the City shall retain 50% of the Permit fee and return the balance to Permittee minus \$10 for processing. If Permittee terminates after June 1, Permittee shall not be entitled to any refund. Expiration of adequate boat liability insurance during the period of occupancy will result in termination.

4. **Termination by the City.** The City shall have the right to terminate this Permit, with or without cause, by giving notice to Permittee. Expiration of adequate boat liability insurance will result in termination. If the termination is without cause, Permittee shall receive at least five to seven days prior written notice, and any unearned portion of the fee paid shall be refunded to Permittee, subject to this Permit, provided that Permittee, the Boat, and all auxiliary craft vacate the Slip as required by the notice. If the termination is with or without cause, and Permittee fails to vacate the Slip as required by the notice, Permittee shall not be entitled to any refund.

5. **Upon Termination.** Upon termination of this permit by the City or Permittee, Permittee shall remove the Boat, auxiliary craft, and any related equipment from the Slip and surrounding areas immediately. If Permittee fails to comply with this provision, the City shall have the right (but not the obligation) to (a) charge Permittee daily rental based upon transient slip fees; (b) remove the Boat, auxiliary craft and/or equipment from the Slip and surrounding area, all at Permittee's risk and expenses; or (c) any other remedy available.

6. **Boating Season.** The Boating Season begins as soon as Permittee's assigned slip has adequate depth, as determined by Permittee, and all agreements, required paperwork, and fees have been processed, approved, and signed by the City. **Permittee may not use any other slip (usually during raising or lowering of the lake) WITHOUT DIRECT AUTHORIZATION from the slip Permittee and contact with Parks and Rec.** The Boating Season ends no later than October 31st, at which time all boats must be removed. It is the responsibility of Permittee to monitor Lake level drop to assure grounding does not occur. **FAILURE TO REMOVE A BOAT PRIOR TO NOVEMBER 1ST WILL RESULT IN PER DAY FEES CHARGED AT CURRENT RATES.** Failure to pay fees will result in termination of any City managed slip and lease opportunities for future seasons. Permittee hereby authorizes City, or agent on behalf of the City, to remove and store any boat remaining in or on any slip after November 1st, and agrees to pay all costs and expenses incurred in removal and storage and further agrees to hold the City harmless from any damages incurred in removing and storing such boats.

MARINA CONTRACT PAGE 5 OF -6 RETAIN PAGES 2-6 FOR YOUR RECORDS

7. **Fireworks.** The Windbag Marina will not be accessible to the public by land or water on the evening of July 4th, 2017. A 600' perimeter from the fireworks launch site on the jetty will be patrolled on both land and water. No persons will be permitted inside the firework fall out zone after 8 pm on July 4th, 2017 until after the fireworks are finished. Permittees may choose to leave their boats unattended in their slips during the fireworks.

However, the City highly recommends Permittees mooring east of Windbag 100 Dock move their vessels beyond the 600' safety zone for the protection of their vessels. The City shall have the right to terminate this Permit if Permittees are found within the 600' safety zone during the restricted time frame, and Permittee shall not be entitled to any refund.

8. **Auxiliary Craft.** 1 Vessel per slip. Dinghies, kayaks, or other non-motorized auxiliary craft of a size suitable to be **carried on board** the Boat **may be stored on board** in the Slip, so long as this storage does not extend beyond the limits of the assigned slip.

9. **Release of Claims.** Permittee, and all those claiming through Permittee, release the City and the State and all of their respective departments, boards, commissions, officers, employees, and agents (collectively the "Released Parties") from any liability, claim, right or cause of action which now exists, or hereafter arises, whether known or unknown, out of or in any way related to the privileges granted in this Permit, the operation of the Sandpoint Municipal Marinas, or the use or occupancy of the Slip. Permittee expressly covenants not to sue the Released Parties for any claim, right or cause of action which now or hereafter arises, whether known or unknown, equitable or legal, arising out of or in any way related to the privileges granted in this Permit, the operation of the Sandpoint Municipal Marina, or occupancy of the Slip. Permittee understands and acknowledges that the rock breakwater, in proximity to the Windbag Marina, has historically, and will most likely continue to be used to launch the area's annual Independence Day fireworks show. The burden of preparation and protection of permittee's property from same is solely the responsibility and duty of the permittee, and permittee agrees to hold harmless the City and the State and all of their respective departments, boards, commissions, officers, employees, and agents (collectively the "Released Parties") from any liability, claim, right or cause of action.

10. **Indemnification.** Permittee shall defend, indemnify and save the Released Parties harmless from all claims, demands, causes of action, damage, liability and expense arising out of (a) Permittee's breach of this Permit; (b) the activities authorized by this Permit; (c) all losses, damage, or injury to person or property, or death arising under or in any way related to this Permit or the activities authorized by this Permit; or (d) claims of the Permittee, whether or not caused, in whole or in part, by the Released Parties.

11. **Possessory Lien.** The City shall have a possessory lien upon the Boat, auxiliary craft and all related equipment for any amounts owed by Permittee to the City arising under this Permit Agreement or otherwise.

12. **Emergency.** In the event of an emergency affecting the slip, the Boat or auxiliary craft or other boats or persons or property, the City shall have the right (but not the obligation) to board and, if appropriate, move the Boat. In such event, Permittee will be billed at the local prevailing rates for the service rendered, and Permittee shall pay all costs incurred by the City on Permittee's behalf. Permittee shall defend, indemnify and hold the Released Parties safe and harmless from any and all liability, injury, loss, or damage caused by or resulting from an emergency situation.

13. **Marine Work.** Minor marine work may be performed on the Boat in the slip. Major marine work may not be performed in the slip. The Parks and Recreation staff shall determine, in their sole discretion, what work is considered minor and what work is considered major.

14. **Miscellaneous Provisions**

A. **Entire Agreement.** This Agreement and its attachments constitute the entire agreement between the parties. This Agreement may be amended only by a writing that is signed by all parties.

B. **Notices.** All required notices must be in writing and will be considered given when delivered either personally or by overnight delivery or on the next business day after being sent by

MARINA CONTRACT PAGE 6 OF -6 RETAIN PAGES 2-6 FOR YOUR RECORDS

facsimile or properly mailed by first class mail addressed to the Permittee at the mailing address on page 1, and to the City of Sandpoint at City Hall, 1123 Lake Street, Sandpoint Idaho 83864 as follows (or to such other address as provided in writing by either party).

- C. Assignment. Permittee cannot assign this Agreement or any right or obligation under this Agreement without the prior written consent of the City.
- D. No Waiver. A waiver or delay in enforcing any term in this Agreement will not be considered: (1) a waiver of a further breach of the same term; (2) a waiver of a breach of any other term; or (3) a waiver of the right to declare an immediate or subsequent default.
- E. Invalidity. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.
- F. Headings. The titles and headings in this Agreement are for reference purposes only and shall not be used to interpret the Agreement.
- G. Time of Essence. Time is of the essence in this Agreement.
- H. Effective Date. This Agreement shall be effective upon approval by the City.
- I. Applicable Law. This Agreement will be governed and interpreted by Idaho law.
- J. Force Majeure. The failure of the City to fulfill any of its duties and obligations under this Agreement shall not be considered to be a breach or default of this Agreement in the event that such liability arises from an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of the City which makes the City's performance impossible or so impractical as reasonably to be considered impossible and includes, but is not limited to: war, riot, civil disorder, earthquake, nuclear accident, fire, explosion, flood or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the City's ability to perform this Agreement.

Thank you and enjoy the boating season!