



GUEST MOORAGE APPLICATION

NAME:
EMAIL ADDRESS:
ADDRESS:
CITY: STATE: ZIP CODE:
HOME PHONE #:
CELL PHONE #:
CELL PHONE #:
VEHICLE TYPE & LICENSE PLATE #:
DRIVERS LICENSE #:

MORTGAGEE
ADDRESS:
PHONE #:

INSURANCE COMPANY:
POLICY #:
EXPIRATION DATE: <i>You are required to provide a copy of your insurance prior to entering the Marina.</i>

VESSEL NAME:
VESSEL MAKE OR DESIGN:
YEAR BUILT:
WN OR DOCUMENT #:
LENGTH OVERALL:
BEAM WIDTH:
POWER OR SAIL:
50-AMP OR 30-AMP POWER:

ARRIVAL DATE:
DEPARTURE DATE:
DAILY MOORAGE (\$2.00/FOOT PER DAY):
WEEKLY MOORAGE (\$10.00/FOOT PER WEEK):
POWER FEE: 30'-40' SLIP: \$5/NIGHT 50'-60' SLIP: \$10/NIGHT
PAYMENT METHOD (CASH, CHECK, CREDIT CARD):

I _____ authorize Carillon Point Marina to charge my
Visa/MC # _____ expiring on _____ in the
CVV Code _____ Amount of \$ _____.

Signature: _____ **Date:** _____

OFFICE USE ONLY:

SLIP ASSIGNMENT:
SIZE:
POWER:
COPY OF INSURANCE:
CARD KEY ASSIGNMENT:

Marina Guest Moorage Agreement

1. **Occupant shall lock the Vessel when not attended.** Carillon Properties has no duty or obligation to provide any security services in, on or around the Slip or the Marina or with respect to the Vessel, and Occupant recognizes that security services, if any, provided by Carillon Properties will be for the sole benefit of Carillon Properties.

2. **Occupant agrees to keep the Slip neat, clean, orderly and will at all times preserve the Slip in as good condition and repair.** Occupant shall not make, or permit to be made, any filling in of the Slip or Marina or any deposit of rock, earth, ballast, refuse, garbage, waste matter, chemical, biological or other toxic waste, hydrocarbons, pollutants or any other matter except as approved in advance and in writing by Carillon Properties.

3. **Occupant shall at all times comply with all applicable federal, state and local laws and Marina Rules and Regulations (attached).** Occupant shall not do or permit anything to be done in or about the Marina which will in any way obstruct or interfere with the rights of other tenants or occupants of the Marina, or injure or annoy them, or use or allow the Slip to be used for any improper, unlawful or objectionable purpose.

4. **If Occupant does not remove the Vessel from the Slip prior to the termination date of this Agreement, Carillon Properties shall have the right, without notice, to retake possession of the Slip by removing the Vessel along with all tackle, apparel, fixtures, equipment and furnishings (collectively, the "Personal Property") from the slip.** In the event the Vessel and Personal Property is removed from the Slip, all costs for the removal, storage and disposition of the Vessel and the associated Personal Property shall be paid by the Tenant.

5. **Carillon Properties makes no warranty, express or implied, as to the condition of the Marina, any portion thereof, including but not limited to the Slip, other slips, utilities, floats, walls, gangways, ramps, mooring gear, garage or any other premises of Carillon Properties.** Occupant acknowledges that the Marina is in a condition which is acceptable for Occupant's use. Carillon Properties makes no warranty of fitness for a particular purpose it being the intent, agreement and understanding of the parties that Occupant accepts all risk of damage or injury regarding Occupant's use of Marina facilities.

6. **Occupant's Indemnification.** Subject to the limitations and exception set forth below, Occupant shall indemnify, defend and hold Carillon Properties, its employees, agents or contractors harmless from all claims (1) arising from Occupant's use of the Slip or the Marina; (2) arising from Occupant's activities, or any of Occupant's actions done, permitted or suffered by Occupant in or about the Slip or Marina; and (3) arising from the act, omission, or negligence of any agent, contractor, employee, sublessee, licensee or invitee of Occupant, in or about the Slip or the Marina.

7. **Occupant shall carry Public Liability or Protection & Indemnity insurance in an amount of \$500,000 covering bodily injury and property damage losses, insuring Occupant's use of the Slip, the Marina and all related facilities.** 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.

The information on this application is true and correct. I hereby authorize Carillon Point Marina or its agents to verify any of the above information. All applicants must sign below:

Occupant Signature: _____ **Date:** _____

Marina Signature: _____ **Date:** _____

INSTRUCTIONS FOR USE OF SLIP:

Welcome to the Carillon Point Marina. Below you will find important information about our Marina to assist you with your stay:

1. Shower facilities are located on the 1st floor of the 5000 building adjacent to the Marina. Your card key will give you access to these facilities from 5:00am to 10:00pm.
2. The public pump out is open 24 hours a day and is located just South of our E-dock at the Yarrow Point Marina near the fuel dock. Please remember, this is a self-priming system. If the valve is shut, pressure may cause an unwanted shower due to the nozzle being knocked out of the fitting. The pump is working if the numbers are turning on the right side of the stanchion.
3. The closest fuel dock is next door at the Yarrow Point Marina just south of Carillon Point. They offer regular and diesel fuels as well as oil, batteries and parts. Please contact them at (425) 822-6066 for hours of operation or more information.
4. For loading and unloading items on your boat, proceed to the 2000 parking lot and pull a ticket as you enter. You are allowed a 1 hour grace period for load/unload. When you leave the 2000 garage show the attendant your card key (it will not give you access to this lot) and tell them you are guest mooring and were loading/unloading. Proceed to the right and park in the 5000 lot for long-term parking (up to 96 hours) which is accessible (in and out) with your card key.
5. The check-out time is noon the day of your departure. If you would like to stay longer, please contact the Marina office prior to your departure date.
6. Your cardkey will give you access to the Marina gates as well as the 5000 parking garage and showers. If you have problems please contact the Marina office during normal business hours.
7. Upon your departure from the marina, please deposit your cardkey in the receptacle at the appropriate marina gate you are using. Once deposited, you will no longer have access in and out of the marina, so please plan accordingly.
8. Public restrooms are located below the plaza along the esplanade adjacent to the lower 2000 parking garage near the guest dock.
9. The marina is a focal point of Carillon Point's many attractions. Neighboring amenities include some of the area's most popular fine and casual restaurants, coffee bars, a destination four-star hotel, boutique shopping, and even a relaxing spa and salon. For more information including hours of operation and phone numbers please visit our website at: www.carillon-point.com

CONTACT INFORMATION

Marina Office: 4100 Carillon Point
(4000 Building – 1st Floor)
Office Phone Number: (425)822-1700
Security Phone Number: (425)864-9305
Emergency: **911**
Email: mary@carillonprop.com
Website: www.carillon-point.com

CARILLON POINT MARINA

Marina Rules and Regulations

"Landlord" as used herein means Carillon Properties, a Washington general partnership, Skinner Development Company, and Skinner Corporation, its general partner, and any person duly authorized to represent either. "Occupant" as used herein means the owner of a vessel within the Marina and any person associated with the owner including all family members, guest, employees, agents, permittees and invitees using marina facilities.

MARINA USE & ACTIVITIES

1. Occupant shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding a vessel or berthing in a Marina.
2. In accordance with all fire codes and regulations, all connections made to the Marina receptacle shall be the U.L. approved, weatherproof, three wire grounded type. No other type will be permitted. Wiring must be sufficient amperage as required by the National Electrical Code. Undersized cords will be disconnected by Landlord personnel. Cords may not be affixed or secured to docks, nor allowed to cross main walkways. Grills, open fires welding equipment, and burning torches are not permitted anywhere in the Marina or aboard vessels in the Marina.
3. Dock steps may be placed on the finger and must be no wider than one-half the width of the finger and no longer than five (5) feet. No portion of any vessel shall overhang the walkway at any time (e.g. bow sprit, plank, bow, pulpit, swimstep) nor extend into the waterway more than three (3) feet; except that, in Landlord's sole discretion, a vessel may extend into the waterway more than three (3) feet where, in Landlord's judgment, such a condition does not pose a threat to safe navigation; provided, however, that any Occupant permitted to berth a vessel in such a way that the vessel extends more than three (3) feet into the waterway shall be permitted to do so only at the Tenant's sole risk.
4. Occupant shall not prop the gate open for any reason. All guests must be accompanied by the Occupant.
5. Chafing gear shall not be attached to the docks.
6. Drying or airing of laundry or apparel on the docks or on the rigging of vessels is prohibited.
7. Skateboards, bicycles or motorcycles and similar wheeled devices are not permitted on the docks.
8. Children under twelve (12) years of age are not permitted on the docks at any time without parents or other responsible adult. Non-swimmers or toddlers must wear life jackets when on the docks or boat decks.
9. Fishing or swimming is prohibited within the Marina. Cleaning of fish on the docks or surrounding areas is prohibited.
10. Animals and pets (unattended) are not allowed on Marina property or any property adjoining the Marina without the express permission of the Landlord. Occupants are responsible for the clean-up of any mess created by their pets.
11. Unauthorized advertising signs such as for sale, lease or charter signs, shall not be displayed in the Marina or on a vessel without Management permission.

12. If Occupant is selling his vessel, Tenant must make arrangements to meet prospective buyers at the Marina. Landlord will not admit buyers to see any vessel in the Occupant's absence.
13. Yacht brokers, contractors or persons working on Occupant's vessel must register with Landlord prior to admittance to the docks. Occupant shall notify Landlord in advance that these persons will be arriving at the Marina.
14. Any Occupant desiring to hire a third party to perform work on Occupant's vessel while at the Marina must secure the Landlord's approval before such third party (Outside Vendor) may perform any work. Landlord must first approve the materials and methods, insurance coverage, licenses and willingness of the Outside Vendor to observe the Marina Rules and Regulations before permitting an Outside Vendor onto the Marina property to perform work. Prior to Occupant allowing divers' access to complete maintenance work on their vessel, Occupant shall give Landlord not less than ten (10) days prior written notice, which notice shall include a completed form of Carillon Point Marina Release.
15. For the convenience of Occupants, the Landlord maintains a list of Outside Vendors who have been pre-approved. Any Outside Vendor permitted onto Marina property, whether or not pre-approved, shall not be construed as having any endorsement of the Landlord for the work or services of such party nor shall the Landlord be in any way responsible for the work done by any such party.
16. Any vessel berthed at the Marina is to be used solely for recreational pleasure and shall not be used for any commercial undertaking without the express written authorization of the Landlord.
17. Supplies, materials, accessories, equipment, or gear of any kind shall not be stored within the Marina except in approved dock boxes. Landlord is authorized to enter the dock boxes in order to effect repairs thereon or if, in the sole discretion of Landlord, such entry is necessary for the safety of the Marina or vessels therein.
18. Occupant shall not attach any item to the dock, finger piers or dock boxes, including, without limitation, cable boxes or phone boxes and the cost of repairing any such items may be charged to Occupant.
19. Water, electrical cord or mooring lines shall not be placed across the walkways. Specifically, power cords must run from dock boxes up and on to a vessel and may not run along the walkways. Dock shall be kept clean from grease, oil, polish or any other staining material. Occupant shall be responsible for all clean-up costs.
20. No dinghy, inflatable vessel, personal water craft, such as a jet ski, or other similar craft will be permitted to cruise up and down the fairways. All such vessels will be kept on Occupant's vessel and not in a slip with another vessel or on the finger piers. The use of another slip at any time for any non-emergency reason is prohibited.
21. Occupant shall comply with these Rules and Regulations and all amendments thereto as are published by Marina from time to time. Such Rules and Regulations and amendments thereto will be deemed published when posted on the bulletin board located in the office of Landlord. These Rules and Regulations, as amended from time to time, and all other regulations established by regulatory bodies having jurisdiction of the Landlord shall form a part of this agreement as though printed hereon.

REPAIRS AND MAINTENANCE

22. Paint remover, burning of paint, sanders or spray guns shall not be used on topsides or above decks. Major construction or repair, painting or complete overhaul shall not be permitted while moored in the Marina. Any normal or minor maintenance shall be permitted while at the Marina. Landlord shall be the sole judge as to what constitutes "major construction repair".
23. No fueling or transferring of fuel from docks shall be permitted. No open cans of gasoline, diesel fuel, or other hydrocarbons shall be permitted within the Marina. No storage of paint, varnish, gasoline or other flammable materials shall be placed or stored in any storage locker.
24. Oil is to be recycled in the oil waste container located outside of the faculties' office. Waste oil is not to be placed in the garbage dumpsters, or spilled in the marina waterways.
25. Recycling receptacle for glass, aluminum, oil, batteries and other refuse are located next to the faculties' office.

NOISE CONTROL

26. Halyards and loose canvas shall be tied-off to eliminate noise. Dock lines shall be maintained in a safe and non-chafed manner and be of adequate size for the vessel. All vessels shall be moored with a two point tie up.
27. Except for entering or leaving slips, main engines, power generating equipment and other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. Engines shall not be operated in gear while the vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted. No outdoor electronically-amplified speakers, bullhorns or similar noise-generating devices shall be regularly used at or for the benefit of the Marina except those, if any, which may be required by the City or other governmental agency or required for prudent Marina operation.

NAVIGATION & SAFETY

28. The buoyed navigational route must be followed when leaving and entering the Marina. The speed limit within the Marina and in the area between the Marina and the buoys is wakeless speed.
29. Auxiliary motors on sailing vessels must be used within the Marina; sailing within the Marina is prohibited except that sailing dinghies and lasers may be sailed only to and from the Tenant's slip and the Marina entrance.
30. Landlord reserves the right to board any vessel in the event of any unsafe condition causing a prospective hazard to the Marina or surrounding vessels.
31. All boats shall be moored in a safe and secure manner on cleats with strong mooring lines. In the event the Landlord deems the Occupant's mooring lines to be unsafe, the Landlord may replace said lines and the Occupant shall pay all costs.
32. If any vessel sinks within the Marina, Occupant must immediately take action to remove the vessel. If Occupant fails to take immediate action, the Landlord will do so and Occupant shall pay all cost incurred in such removal.
33. Occupant should notify the Landlord of any unsafe or hazardous condition that come to his or her attention. Disorderly conduct by any Occupant or Occupant's visitors that

might cause harm to any other person or damage property or harm the reputation of the Landlord or Marina is prohibited.

34. Occupant is put on notice that the Muckleshoot Indian Tribe may be conducting commercial fishing operations on Lake Washington and the Ship Canal. The Tribe will hold any Occupant responsible and prosecute a Occupant to the full extent provided by law for the damages caused by that Occupant, which damages include, but are not limited to, repair, maintenance of commercial fishing equipment, including nets and draglines, lost profits and other costs incurred by Tribal fisherman. Fishing season for Tribal fisherman will be signaled from time to time by Landlord with flag signals and lights by night at the southwest end of the fishing pier, or at other suitable places determined by Landlord.

WASTE & HAZARDOUS MATERIAL CONTROL

35. Occupant shall not throw, discharge, or deposit from any vessel or float any refuse matter, oily bilge's, or inflammable liquid ("waste materials") in the water or upon the Marina. Vessel with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water. All waste materials shall be deposited in the appropriate containers within the Marina. Occupant shall not empty any sanitation device in any toilet or lavatory facility of the Marina.
36. Occupant shall be responsible for any oil, paint or other materials spilled, dripped or otherwise applied to the concrete fingers or walks adjacent to slips. Should it become necessary for Landlord to clean the area, it will be done at Occupant's expense.
37. Y-valves in all vessels shall be wired shut during transit or moorage within the Marina.
38. Occupant shall immediately notify Landlord of any oil, gasoline or other discharge or spill within the Marina.

ACCESS CARDS

39. Occupant shall not permit the duplications, transfer, sale or loan of access cards. Occupant shall comply and shall cause Occupant's agents, employees, children and guests to comply with the attached Marina Guest Moorage Agreement and these Rules and Regulations. If Occupant or any other person using the access card(s) violates any of the Marina Guest Moorage Agreement or these Rules and Regulations or otherwise breaches any agreement with Landlord, then Landlord may immediately revoke Occupant's license to the access card(s) and require Occupant to surrender the access card(s). If Landlord requires Occupant to surrender any access card(s), such act shall not constitute a breach of Landlord of any agreement with Occupant.
40. Occupant shall notify the Landlord of any lost or misplaced card(s) immediately upon learning the same. It is understood that the integrity of Landlord's security system is dependent upon maintaining strict control over the card(s) and that the loss or other non return of such card(s) will substantially impair such security system.
41. Occupant shall return all access cards to Landlord immediately upon vacating.
42. Landlord in its sole and absolute discretion shall have the right to prescribe additional regulations governing use or possession of the card(s).

PARKING

43. Landlord reserves the right to designate specific parking areas that are to be used by Marina Occupant and guests when using Marina facilities.

44. No motor homes, campers, trailers, or other oversize vehicles shall be parked in the Parking Area without the prior written consent of Landlord which may be withheld in Landlord's sole and absolute discretion.
45. No vehicle shall be stored in the Parking Area for a period in excess of ninety-six (96) hours without prior written or verbal consent of Landlord. Overnight sleeping in any vehicle in the Parking Area is prohibited without the prior consent of the Landlord which may be withheld in Landlord's sole and absolute discretion.

The Marina Rules and Regulations summarized herein and as amended from time to time and all other policies and regulations established by governmental agencies or the Landlord, shall form a part of the attached Marina Guest Moorage Agreement as if set forth fully therein.