

# SEA MARINE VESSEL OWNER AGREEMENT

The Terms and Conditions Appearing on the Back Hereof Are Part of this Agreement

THIS AGREEMENT, made and entered into by and between the SEA GREEN PARTNERS, LLC D/B/A SEA MARINE, a corporation hereinafter called "SEA MARINE", and \_\_\_\_\_ Hereinafter called "Owner" or "Agent". For and in consideration of the providing of services for the boat or vessel hereinafter described, the owner promises and agrees to pay to the SEA MARINE, the current rates payable from the first day of service commencing on (date) \_\_\_\_\_ and continuing on or before each day thereafter until the said boat or vessel is removed from the SEA MARINE property, or until some other agreement in writing is made between the parties, upon the following terms and conditions.

1. All payments due hereunder shall be made when billed by the SEA MARINE or prior to termination of this Agreement, whichever is sooner. Any time that payment is 30 days past due, this agreement is breached by the owner/agent.

2. Name of Owner (s): \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## BOAT INFORMATION:

Vessel Name: \_\_\_\_\_ Key/Combo Code: \_\_\_\_\_ Beam: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Propulsion: \_\_\_\_\_ Draft: \_\_\_\_\_

Model: \_\_\_\_\_ Hull Material: \_\_\_\_\_ Displacement: \_\_\_\_\_

Year: \_\_\_\_\_ LOA: \_\_\_\_\_ Mast Height: \_\_\_\_\_

The owner/agent hereby represents and warrants that he/she is acting for the true and lawful owner/agent of said boat or vessel, that there are no outstanding claims of sellers, co-owners, lenders, purchasers, or other liens or encumbrances of any kind, except: \_\_\_\_\_

3. Owner/Agent agrees and promises to pay all applicable taxes and fees for services provided as a result of vessel repairs and/or storage services, excepting those otherwise mentioned in the Agreement. Furthermore, the owner/agent agrees any outstanding debts owed by him/her, or the vessel, to the SEA MARINE may become part of this Agreement and must be paid accordingly. In the event that Owner has executed or may execute any other agreements with the SEA MARINE; default under such other agreement shall also constitute default under this agreement.
4. The owner/agent promises and agrees that he shall hold the SEA MARINE harmless from any and all claims of any other person, persons or Organizations arising from or by reason of claims of lien or title interests in or to said vessel or any of its machinery, equipment, apparatus, or apparel. See Infectious Disease Policy on back.
5. Immediately upon the breach of this agreement by reason of delinquency in payment, as provided in paragraph "1" hereof, the owner/agent agrees that the SEA MARINE shall have full right to sell or otherwise dispose of said boat or vessel, in such manner as the SEA MARINE may see fit provided only that the SEA MARINE shall mail notice of such sale or disposal to the owner/agent by certified mail, no return receipt required, at his billing address above stated, at least 20 days prior to any sale or other disposal of said boat or vessel and, for the purposes of effecting the provisions of this paragraph, the owner/agent here and hereby appoints the SEA MARINE, and its agents and officers, as the attorney in fact of the owner, for the purpose of selling, transferring and delivering said boat or vessel, after the 20 day notice herein provided, and to deliver over to the SEA MARINE or any other purchaser to transferee a good title in written form, the same as the said owner/agent could do if personally present, and in all other ways to act in the name, place, and stead of the owner/agent in the premises, all of which shall be for the benefit of the SEA MARINE, excepting that upon sale of said boat or vessel any amount in excess of the charges owed the SEA MARINE, including costs of sale, shall be retained for the benefit of the owner/agent for a period of one year, after which the same shall revert to the Department of Revenue pursuant to Chapter 63.29 RCW. If the sale is for a sum less than SEA MARINE charges, the SEA MARINE is entitled to assert a claim for a deficiency.
6. It is understood and agreed that the SEA MARINE accepts the described boat or vessel for repair and/or storage services and agrees only to provide reasonable care on the part of its own agents and employees with regard thereto, and the SEA MARINE assumes no liability for loss by fire, the elements, vandalism or other causes not the result of the exercise of reasonable care by agents of the SEA MARINE.
7. The blocking or other support provided for the boat or vessel is done in a manner deemed most useful by SEA MARINE agents, and the SEA MARINE assumes no liability for damage caused by any blocking or other support, unless the owner/agent shall have given the agents of the SEA MARINE advance written notice of specific support requirements for the said boat or vessel.
8. The owner/agent understands and agrees that the SEA MARINE may move the vessel or boat at any time for purposes of utilizing its storage area or making changes, repairs, or alterations therein, PROVIDED that no charge shall be made to the owner/agent for such moves unless they are made by reason of moving said boat or vessel to a sale or impound of disposal area for nonpayment, in which case the normal moving charges shall apply.
9. Owner/Agent agrees to comply with all applicable Federal, State and local Laws, Statutes and Ordinances, and all rules, regulations and special instructions issued by the SEA MARINE or his agents. Owner/Agent will not maintain anything that may be dangerous to life or limb, or permit any objectionable noise or odor on his boat, SEA MARINE premises adjacent thereto, or permit anything to be done on said premises which in any way will tend to create a nuisance or to disturb any other lessee of the SEA MARINE. The owner/agent will always allow the SEA MARINE or its agents free access to his boat for the purpose of inspection, moving the boat, mooring or removing his boat, fighting fire or preventing any casualty or potential hazard.
10. Signature of tenant on Agreement shall constitute applicant's admission of his familiarity with SEA MARINE Regulations and Procedures/Best Management Practices (which are on the reverse side of this contract) and agreement to comply with the same.
11. Fees are due upon receipt made payable to the SEA MARINE. Accounts will be billed monthly, and payments are due within ten (10) days of billing date. Payments not received within ten (10) days are subject a late charge for each month a delinquency occurs.

**ALL CHARGES MUST BE PAID IN FULL BEFORE VESSEL IS LAUNCHED OR CAN VACATE YARD.**

Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

In consideration for the fee paid by the owner named below, or the owner’s agent (both here named “Owner”), and in consideration of the Owner’s consent to the policies set forth in this Agreement, Shannon-Elder Yachts, LLC d/b/a SEA MARINE and its affiliates (“SEA”) hereby agrees to use the Marine Travelift for lowering, raising, or moving the Boat named below and to provide storage subject to the following agreements. This Agreement shall commence when the Boat enters the SEA lift dock, storage yard or moorage (the “Term”).

1. **Storage.** SEA shall provide storage during the Term. The person executing this agreement as Owner represents that he or she has title to the vessel, is authorized to enter into this Agreement, and that this Agreement is binding and enforceable against such individual.
2. **Rates, Payments, Late Charges.** Owner hereby agrees to pay charges and associated fees in accordance with SEA’s Rate Schedule, which is subject to change by SEA from time to time. All late payments will be charged 1.5 percent per month or 18 percent per year.
  - a. **Long Term Storage.** Storage contract is 4 consecutive month minimum. The first month’s storage will be prorated. Fees will be paid at the beginning of each month during the term. Accounts will be billed monthly thereafter. SEA *does not* prorate the final month and owners should plan accordingly. Power can be provided at a \$15 monthly charge. SEA reserves the right to meter power and charge by the KW hour.
  - b. **Lay Days.** Accounts will be billed at the end of each month.
3. **Stay Aboard.** Owners may not stay aboard their vessels while the vessel is on the hard in dry storage. Live aboard for vessels in long term storage is not allowed. Owners may stay aboard their vessels overnight in the water at the dock for up to two days. This is subject to SEA Marine’s moorage charge.
4. **Insurance.** During the Term, Owner shall maintain in force property, casualty, and liability insurance against all hazards reasonably foreseeable with respect to the vessel with commercially reasonable coverage limits. Owner is to provide SEA copy of current insurance certificate.
5. **Owner Responsibilities.** Owner assumes sole responsibility for the care and safety of the vessel, its contents, and of all persons in or onboard during the raising, lowering or any movement of the Boat while on the SEA facility. Owner assumes responsibility for the structural integrity of the vessel and holds SEA harmless for any damage during lifting, lowering or moving operations at SEA. Owner assumes sole responsibility for accessories to the Boat (shafts, struts, rudders, transducer, keel coolers or other accessories not visible from the lift dock). Owner is responsible for informing lift operator of underwater accessories prior to Travelift strap positioning.
6. **Termination.** The Owner may terminate this agreement upon notice to SEA. SEA may terminate this agreement upon 30 days’ notice to Owner. Upon termination of this agreement for any reason, the vessel shall not be released to owner until all charges and fees, including labor, materials, and any interest and penalties that may accrue, have been paid in full.

**SEA MARINE – INFECTIOUS DISEASE POLICY**

The owner/agent promises and agrees that he/she will hold SEA Marine harmless from any and all claims from any person, persons or organizations arising from virus and/or other infectious diseases or pandemics.

**Best Management Practices** are in force at the SEA Marine Boatyard and In Water facilities to ensure SEA Marine’s compliance with the provisions of, but not limited to the State of Washington Pollution Control Law, the Federal Water Pollution Control Act, the Washington State Department of Ecology Boatyard General Permit, and the CDC / WA State & Jefferson County pandemic guidelines. SEA employees, outside contractors, boat owners, or others who intend to perform service on or repair a vessel within SEA facilities must comply. Some of the policies contained herein are specific to SEA and exceed state and federal compliance mandates.

**Vacuum Sanders Required.** A vacuum sander meeting minimum performance standards shall be used for paint removal and prep work. Non-vacuum grinders are prohibited. SEA employees only are permitted to sand, scrape or otherwise remove bottom paint. The cleanup of fugitive dust and particles shall be routinely undertaken to prevent their entry to soils or state waters. Daily cleanup is the minimum requirement.

**In-Water Maintenance and Repair.** Cleaning, repair, modifications, surface preparation or coating of any portion of the vessels hull or deck while the vessel is afloat is prohibited. Such work is to be conducted while in the upland storage and repair facility. SEA recommends that any cleaning be completed in the upland yard or when on the vessels return to its permanent berth.

**Upland Maintenance and Repair.** When stripping, sanding, scraping painting or coating and portion of a vessel, all particle, oils, dust, flakes, chips, drips, debris and other solids shall be collected to prevent their release into the environment or waters of the state. SEA provides ample ground tarps for the vessel’s size. The cleanup of all collected materials shall be routinely undertaken. Daily cleanup is the minimum requirement.

**Only SEA Marine employees are permitted to conduct work below a vessel’s waterline. NO EXCEPTIONS.**

**Waste Management: Solids, Paints and Solvents.** Solid wastes shall be collected daily and disposed of properly in the dumpsters provided. Bins are provided for recyclable wastes. Paints and solvents shall be opened, mixed and transferred over drip pans and tarpaulins. Drips and spillage are to be completely cleaned at time of occurrence. Disposal of waste paints and solvents shall be made daily in the designated containers provided by SEA or at the Jefferson County Hazardous Waste Collection Center. In the event of a spill, owners shall make every reasonable effort at containment and are required to notify the front counter immediately.

**Sacrificial Anode (Zinc) Management.** Spent zincs shall be stored in a covered container and be recycled for their material value.

**Oils, Bilge Water, Sewage Management.** No oily wastes or petroleum products shall be discharged into state waters or the upland SEA facility grounds. Bilge pumps shall be left in the off position prior to haul out and left off during the vessels stay in the storage and repair yard. Transfer of fuels requires SEA authorization and employee participation. Sanitary and sewage discharges are prohibited. This includes discharges from a vessel’s galley. Sewage transfer requires prior approval by SEA staff.

**Subcontractors & Non-Owner Work.** SEA Marine is a full-service marine yard with its primary business being the servicing of boats, yachts, and marine equipment. For that reason, outside subcontractors are allowed to work on vessels on the property only with expressed and written consent from SEA Marine’s General Manager. An allowed outside subcontractor must provide SEA Marine with proof of liability insurance before commencing work (minimum coverage of \$1,000,000 per occurrence). There are no exceptions and any worker on a vessel that is not the owner or a direct family relative (spouse or child) will be asked to vacate the yard.

SEA Marine is allowed to use photos of my boat and descriptions of work being done to it in social media posts and/or advertising, including my name and my boat’s name.

SEA Marine is allowed to use photos of my boat and descriptions of work being done to it in social media posts and/or advertising if my name and boat name are not included.

SEA Marine is not allowed to use photos of my boat and descriptions of work being done to it in social media posts and/or advertising.

Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SEA MARINE**  
**ADDENDUM TO OWNER AGREEMENT**  
**ASSUMPTION OF RISK AND RELEASE**

THIS ADDENDUM dated \_\_\_\_\_, amends or is an addendum to the OWNER AGREEMENT between the undersigned Owner, on behalf of himself or herself and his or her respective spouse, children, heirs, beneficiaries, assigns, agents and employees (“Owner”) and SEA GREEN PARTNERS LLC d/b/a SEA MARINE, a Washington limited liability company (“Company”). This Addendum amends any previous Service Agreement in effect between the Parties and serves as an addendum to any new Service Agreement that is contemporaneous with this Addendum.

**Name of Owner (s):** \_\_\_\_\_

**Vessel Name:** \_\_\_\_\_

**Combination Code:** \_\_\_\_\_ **Key Drop? (Yes/No):** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**DESCRIPTION OF PORT HUDSON JETTY REPLACEMENT PROJECT**

**A.** The Port of Port Townsend is undertaking to repair and or replace the Port Hudson Jetty, which serves as a breakwater and protection for the Port Hudson Marina (“Marina”), which is the maritime access point for SEA MARINE’s facilities (“Project”). The Project is expected to commence on or around September 15, 2022 and is expected to extend until approximately February 28, 2023. Any delays in the Project could extend this period.

**B.** SEA MARINE expects to continue its operations and services in the normal course and does not anticipate material interruptions in its ability to provide services. However, because the Project is expected to last several months and there will be periods of time when the jetty is not fully functional, there is an increased risk that is beyond SEA MARINE’S control that the Owner’s vessel will not be as protected as normal, including unmitigated forces of nature, including, but not limited to, wave, tides, currents, and wind action (“Unmitigated Forces”). In addition, SEA MARINE and Owner may experience temporary limitations on their ability to access Owner’s vessel while it is on the water and related to the vessel’s exit from and entry to the water.

**C.** With full knowledge that the Marina will be unprotected during the Project, Owner desires to use and to permit SEA MARINE to use, the center linear float and/or slips in the northern end of the Marina (“Float”) to moor Owner’s vessel from time to time (“Use”).

**D.** Owner understands that vessels moored to the Float during the Project will be exposed to Unmitigated Forces that may damage such vessels; and

**E.** Owner understands that the Float and the Marina may be unsafe or unsuitable for mooring vessels during the Project; that SEA MARINE will not be able to provide any guaranty for safety or suitability of the Float or Marina for Use during the Project; and, therefore, the Float and Marina must be presumed dangerous during the Project.

**AGREEMENTS  
(INCLUDING ASSUMPTION OF LIABILITY AND RELEASE)**

In consideration of SEA MARINE's willingness to continue to undertake and perform the Services, and the mutual promises and covenants contained herein, the parties hereto hereby agree as follows:

1. **Owner Obligations.** During the Project, Owner shall be solely responsible, at Owner cost if applicable, for the following:
  - a. Scheduling in advance with SEA MARINE drop-off, location and timing;
  - b. Securing the vessel upon arrival with appropriate fender count and placement;
  - c. Moorage and laydays will be invoiced in accordance with the Owner Agreement and SEA Marine's customary practice; no additional laydays/moorage will occur due to reduced departure window;
  - d. Live-aboards will not be permitted.

2. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** Owner acknowledges that (i) the Float and Marina may be unsafe or unsuitable for the Use, (ii) access to the Float and Marina are solely for Owner's benefit, (iii) the ability to enter the Marina is a substantial benefit to Owner and such use constitutes adequate consideration for this Agreement. (iv) there may be temporary limitations on Owner's and SEA Marine's ability to access Owner's vessel while it is moored on the Float and related to the vessel's exit from and entry to the water; (v.) such risk and limitations on access are beyond the control of SEA Marine; and, (vi) Owner hereby assumes all risk of liability for property damage, injury, or death for any and all persons and property in the Marina or on the Float.

**3. RELEASE OF LIABILITY. OWNER HEREBY AGREES THAT, DESPITE ALL KNOWN AND UNKNOWN RISKS, OWNER HEREBY EXPRESSLY, UNCONDITIONALLY AND VOLUNTARILY RELEASES, WAIVES, RELINQUISHES AND FOREVER DISCHARGES AND AGREES AND COVENANTS NOT TO SUE SEA MARINE, INCLUDING ITS OWNERS, OFFICERS, MANAGERS, AND EMPLOYEES ("SEA MARINE PARTIES"), AND AGREES TO HOLD SEA MARINE PARTIES HARMLESS OF AND FROM ANY AND ALL MANNER OF ACTIONS OR OMISSION(S), CAUSES OF ACTION, SUITS, SUMS OF MONEY, CONTROVERSIES, DAMAGES, JUDGMENTS, CLAIMS AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS WHICH ALLEGE NEGLIGENT ACTS AND/OR OMISSIONS COMMITTED BY SEA MARINE PARTIES WHILE IN OR ABOUT THE PREMISES AND/OR RELATED TO THE CARE, MAINTENANCE AND SERVICE OF THE OWNER'S VESSEL.**

DATED THE DATE FIRST ABOVE WRITTEN:

**VESSEL OWNER:** \_\_\_\_\_

Signature Printed: \_\_\_\_\_