

Monthly Moorage Due: \$ _____
Power is additional (Minimum Charge \$7.00)

SLIP NO: _____
ACCOUNT NO: _____
TODAY'S'S _____

DATE: _____

SUBPERMIT BEGINS: _____
SUBPERMIT EXPIRES: _____

SUBPERMIT AGREEMENT AND CONSENT

I. SUBPERMIT AGREEMENT

A. PARTIES: _____ as Permittee of Berthage No. _____, pursuant to Moorage Agreement with the PORT OF SKAGIT COUNTY date _____, hereby agrees to allow _____, hereinafter referred to as Subpermittee, to use Permittee's moorage herein referenced.

B. TERM: The term of this agreement shall be from _____ to _____
NOTE: Subpermitting of a berth shall not exceed a maximum of six (6) months in any twelve (12) month period.

C. USE: The moorage hereinabove referenced will be used by Subpermittee to moor the vessel: _____ ' _____ ' _____ ' _____
(Name) (Length) (Manufacturer) (Registration No.)

D. CONSIDERATION:

- 1) FOR AND IN CONSIDERATION OF PERMITTEE ALLOWING SUBPERMITTEE THE USE OF PERMITTEE'S MOORAGE HEREINABOVE REFERENCED, SUBPERMITTEE UNDERSTANDS AND AGREES.
 - a. TO TIMELY PAY ALL CHARGES MADE BY THE PORT OF SKAGIT COUNTY DIRECTLY TO PERMITTEE DURING THE TERM OF THIS AGREEMENT; AND
 - b. TO COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH INCLUDES THE MOORAGE AGREEMENT BETWEEN THE PORT OF SKAGIT COUNTY AND PERMITTEE, AND THE SCHEDULE OF RULES, REGULATIONS AND CHARGES APPLYING AT LACONNER MARINA; AND
 - c. THAT SECOND PARTY SUBPERMITTING IS NOT PERMITTED AND WILL BE CAUSED FOR TERMINATION OF THIS AGREEMENT.
- 2) FOR AND IN CONSIDERATION OF THE PORT OF SKAGIT COUNTY'S CONSENT TO PERMITTEE ALLOWING SUBPERMITTEE TO USE PERMITTEE'S MOORAGE HEREINABOVE REFERENCED, PERMITTEE UNDERSTANDS AND AGREES:
 - a. THAT THE MOORAGE PERMITTEE, NOT THE SUBPERMITTEE, IS ULTIMATELY RESPONSIBLE FOR ALL FEES AND CHARGES ASSOCIATED WITH THE MOORAGE BERTH; AND
 - b. THAT THE PERMITTEE WILL NOT CHARGE THE SUBPERMITTEE MORE THAN THE PREVAILING MOORAGE RATES THAT ARE ESTABLISHED BY THE PORT; AND
 - c. THAT THE PERMITTEE IS RESPONSIBLE FOR REMOVAL OF THE SUBPERMITTEE'S VESSEL FROM THE BERTH UPON EXPIRATION OF THIS AGREEMENT;
 - d. THAT PERMITTEE'S VESSEL OF RECORD SHOULD RETURN TO ITS ASSIGNED BERTH WHEN THIS AGREEMENT HAS EXPIRED;
 - e. THAT IF SUBPERMITTEE'S VESSEL REMAINS IN THE BERTH AFTER THE EXPIRATION OF THIS AGREEMENT, THE SUBPERMITTEE'S VESSEL MAY BE DECLARED AN UNAUTHORIZED VESSEL AND MAY BE IMPOUNDED, PURSUANT TO SECTION 8 OF THE SCHEDULE OF RULES, REGULATIONS AND CHARGES APPLYING AT LA CONNER MARINA AND
 - f. **THE SUBPERMITTEE MUST RETURN ALL GATE CARDS ISSUED TO HIM AT THE TERMINATION OF THS AGREEMENT.**

THE SIGNATURES OF THE PERMITTEE AND SUBPERMITTEE HERETO EVIDENCE THEIR AGREEMENT AND THE FACT THAT BOTH PARTIES HAVE READ AND UNDERSTOOD THAT WHICH IS SET FORTH HEREIN, IN THE DOCUMENTS HEREIN IMMEDIATELY ABOVE REFERENCED, AS WELL AS, THAT WHICH IS HEREINAFTER SET FORTH, AND SUBPERMITTEE WARRANTS THAT THE INFORMATION SET FORTH IN THE BLANKS HEREIN IS CORRECT.

PERMITTEE	SUBPERMITTEE
(Signature)	(Signature)
(Print Name of Permittee)	(Print Name of Subpermittee)
(Address)	(Address)
(Address)	(Address)
(Home Phone) (Business Phone)	(Home Phone) (Business Phone)

II. CONSENT

THE PORT OF SKAGIT COUNTY, a Washington municipal corporation, hereinafter referred to as the "Port", consents to the Subpermit Agreement hereinbefore set forth, subject to the following:

A. The Port assumes no obligation whatsoever by virtue of this consent to look to or collect from the Subpermittee any rental or any other charges which may be due and payable to the Port in accordance with the Moorage Agreement between the Port and Permittee.

B. Permittee shall not charge, nor shall Subpermittee pay, any consideration whatsoever in excess of rental and other charges made by the Port under the Moorage Agreement.

C. The consent by the Port to the Subpermit Agreement hereinbefore set forth is expressly contingent upon Permittee and Subpermittee not being in default as to the provisions of the Subpermit Agreement, the Moorage Agreement, or the Port's Schedule of Rules, Regulations and Charges Applying at LaConner Marina. The Port has the same remedies against Subpermittee and its vessel as it does against Permittee and its vessels in the event of default by either. Said remedies include the Port's right to terminate Subpermittee's moorage without regard to Subpermittee's rights under the Subpermit Agreement hereinabove set forth, however, the Port will provide written notice of default to Subpermittee by certified mail, return receipt requested, to the address of Subpermittee set forth above.

PORT OF SKAGIT COUNTY	BEGINNING	METER
READING _____		
By _____		DATE READ _____
Marina Manager or other Authorized Representative		
READING..... _____	ENDING	METER
READ _____		DATE

DATE	Gate Card	Parking Permit