

MONTHLY RV AGREEMENT
Elochoman Slough Marina
Port District No. 1 of Wahkiakum County
500 2nd Street, Cathlamet, WA 98612
(360) 795-3501

Port District No. 1 of Wahkiakum County, Washington ("the Port") hereby grants to Owner a limited license and permission to stay in the RV site described below at the Elochoman Slough Marina commencing as of the effective date set forth below, and Owner hereby accepts the assigned space identified herein for the term specified, subject to the following terms and conditions:

Name ("Owner") _____	Home Phone _____
Mailing Address _____	Work Phone _____
City/State/Zip _____	Mobile Phone _____
E-mail _____	Emergency Contact _____
RV Make/Model _____	Emergency Phone _____
Length _____	License _____

1. **Term.** This Agreement shall become effective on the ____ day of _____, 20____, and shall continue on a monthly basis until terminated, pursuant to the provisions of this Agreement and the Port's Monthly RV Space Rental Policies, the terms of which are incorporated as though set forth herein.

2. **Reserved RV Fees.** To obtain a reserved RV site, Owner hereby agrees to pay in advance the monthly fees provided by the Port's posted schedule of rates (the "Schedule"), regulations and charges applicable to all at the Port, plus applicable leasehold tax. Monthly fees are due the 1st day of each month. The payment of rent by the due date is the responsibility of the Owner regardless of the receipt of an invoice from the Port. No RV site will be allowed to be occupied until Owner pays the initial monthly rate indicated below. The Port reserves the right to change the Schedule from time to time, and Owner hereby agrees to comply with the Schedule as it may be changed at all times throughout the period of this Agreement. Failure by the Owner to pay fees and all other charges provided in the Schedule on time in accordance with this Agreement will result in loss of reservation priority and may result in other actions by the Port as provided by, but not limited to, the terms of the Agreement.

All inquiries regarding account information or fees must be directed to the Port office during normal business hours Monday through Friday.

3. **Late Fees.** Owner shall be assessed a late fee of \$25.00 for every payment that is not received by the Port by the 10th of each month.

4. **Utilities and Services.** Owner agrees to pay for all electricity and other utilities and services which shall be furnished at the rates set forth in the Port's current rate schedule. The Port does not guarantee the continuity of characteristics of such services nor compatibility with Owner's utility services requirements.

5. **RV Site Changes.** The Port reserves the right to change RV site assignments as necessary for the efficient operation of the Marina or for other causes. In the event of such a change, Owner shall be placed in a site that is as nearly comparable in location to their former site as is available.

6. **RV Site.** The premises surrounding the RV site have been inspected by Owner and accepted in the present condition, AS IS. Owner acknowledges that no employee, agent or representative of the Port has made any statement, representation or warranty as to condition or suitability for use. Owner shall keep the premises around the RV neat, clean and orderly, and free of all flammable, combustible or otherwise hazardous materials, and of all items other than approved power lines and water hoses in use and connected to proper receptacles at the RV site. Storage of personal property requires prior written approval of the Port manager.

7. **Compliance with Port Policies, Laws and Regulations.** Owner hereby acknowledges receipt of, and agrees to maintain compliance with, the Port's Monthly RV Space Rental Policies, which are incorporated herein by reference.

Owner and Owner's principals, officers, agents, employees, vendors, suppliers, guests or other visitors shall comply with all applicable Federal, State and local laws, regulations and ordinances.

8. **Guests and Invitees; Children; Pets.** Owner shall be responsible for the conduct and actions of guests, agents, children and other invitees while on Port property. Pets must be kept on leashes at all times, and Owner is responsible for cleaning up pet waste immediately and disposing of it safely and properly.

9. **Damage and Destruction.** In the event of damage to or destruction of the Park by fire or the RV by fire, wind, flood, storm, movement of water, accumulation of silt, earthquake, tidal wave or any other cause(s), whether immediate or over time, the Port shall have the option to a) treat this Agreement as continuing and repair or restore the Park to its condition before such damage or destruction occurred within 30 days of occurrence of the same or, if insured, within 30 days after Port receives permission for the insurer to proceed with repair or restoration; or b) terminate this Agreement and all further obligation of either party. After the occurrence of such damage or destruction, Owner's obligation to pay rent may be abated in an amount which the Port, at its sole discretion, shall determine to be proportionate to the area of the RV rendered unfit for use by Owner during the period of repair or restoration.

10. **No Assignment or Sublicense.** Owner shall not assign, sublicense or otherwise transfer this Agreement or any interest therein, or any interest in the RV designated by this Agreement without prior written permission from the Port Manager.

11. **Default.** In the event that Owner fails to pay the monthly fees and/or other charges accrued under this Agreement, or otherwise violates the terms of this Agreement, then the Port may, without advance notice, terminate this Agreement without prejudice to the Port's right to collect fees and utility charges under this Agreement until such time as the RV is removed from Port property.

The remedies provided herein are in addition to, and not in lieu of, any other rights that the Port may have under Federal, State and local statutes, regulations or ordinances. In any action or proceeding for the collection of any sums which may be payable hereunder, Owner shall be responsible for all expenses and attorney fees incurred by the Port.

In the event that a collection agency is utilized to recover funds, a finance fee of 15% of the total amount due will be assessed to the account.

12. **Release of Liability; Hold Harmless; Indemnification.** Owner agrees to indemnify and hold the Port, its commissioners, employees, and agents, harmless from and against any and all liability, claims, damages, judgments or penalties arising from any loss, injury or damage to persons or property whatsoever that may arise from or in any manner relate directly or indirectly to a) performance or breach of any of the terms of this Agreement; b) any damage or destruction to the Port property or the property of others caused by or resulting from operation or movement of Owner's RV, or c) Owner's, or Owner's principals, officers, agents, employees, vendors, suppliers, guests or others present in the RV, negligence, willful acts, failure

to comply with any law, rule and/or regulation, or other acts or omissions. Owner shall pay all attorney fees and other expenses incurred by the Port in defending any suits or claims brought against the Port upon any of the aforementioned matters.

The Port shall not be liable to Owner or Owner's principals, officers, agents, employees, vendors, suppliers, guests or other visitors, or to any other person whomsoever, for any injury to person or damage to Property of Owner resulting from or caused in part or in whole by the negligence or willful misconduct of the Port's commissioners, employees, contracts, or agents, and Owner hereby waives all claims against the Port for any damages or injury to any person or property arising therefrom.

13. **Termination.** Owner may terminate this Agreement by providing ten (10) days written notice to the Port of Owner's intent to terminate this Agreement. Owner shall remove the RV and all personal items and leave the RV site and adjacent RV sites in their original condition (excepting normal wear and tear), free from personal belongings and garbage. The Port may terminate this Agreement at any time with or without cause.

14. **Not a Lease.** Owner agrees that nothing contained in this Agreement shall be deemed or construed as creating any relationship of landlord and tenant between Owner and the Port. **Licensee hereby expressly acknowledges that this agreement is a License Agreement, not a Lease, and expressly waives any notice to quit, notice to vacate, notice of intent, or any other notices which may otherwise be required by law in the event of a termination of a License.**

15. **Headings.** The headings inserted in the Agreement are for convenience only and in no way define, limit or otherwise affect the scope or intent of the Agreement, or any provisions hereof, or in any way affect the interpretation of this Agreement.

16. **Invalidity.** If any clause or provision of this Agreement is determined by a court of law to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is found to be illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

17. **Applicable Laws.** This Agreement shall be governed by and its terms and conditions construed in accordance with the laws of the State of Washington. Venue of any dispute shall be in the Wahkiakum County Superior Court.

Owner Signature _____

Port Manager Signature _____

Date _____

Date _____

RV Site Assigned _____

Rate _____

Date Initial Fee Paid _____