

WHHOA BOAT BERTHING PERMIT

This Permit Agreement (Permit) is made this _____ day of _____, 20__ by and between the Washington Harbour Homeowner's Association, a North Carolina corporation, Washington, NC, by its Board of Directors, herein referred to as "WHHOA", and _____, herein referred to as "Homeowner" who is a deeded owner of Washington Harbour unit number _____.

1. The boat is to be berthed in slip number _____ and must be for recreational purposes. Only boats owned by Homeowners or their residing tenants at Washington Harbour shall be Permitted. If the boat is owned by a residing tenant, the Homeowner agrees that all terms of this agreement apply as though the Homeowner owned the boat. The boat to be berthed in the slip is described as follows:

Name of Boat:		
Make:	Year:	
Registration/Document#:		
Length:	Beam:	Draft:
Address of Owner:		
Work Phone:	Mobile Phone:	
Emergency Phone:		
Email:		

Proof of Ownership (copy of boat registration) must be tendered at time of registration.

2. WHHOA reserves the right to alter or amend the terms and conditions of this Permit from time to time by written notice to the Washington Harbour Boat Owner.
3. Washington Harbour Boat Owner covenants to exercise due care in occupation of the Permitted Berthing slip and to vacate the same in good condition; wear and tear occasioned by normal use only excepted. Washington Harbour Boat Owner will exercise due care of space Permitted. **He/she will ensure that the berthing space is adequate for safe mooring of the vessel. If the Permitted boat damages any part of the pier, for any reason, the Homeowner is responsible for the full cost of repairs to the pier.** WHHOA assumes no liability for tending mooring lines or moving boats from berths to which they are or were assigned. It is understood that WHHOA shall not be liable to the Homeowner for damages to his/her boat incurred by theft of vessel, theft of articles on board or damage from fire, hurricane, windstorm, freezing, power failure or any other causes.
4. The mooring slips are based on the storing of one boat. If a Homeowner owns two boats, he/she may occupy another area if it is vacant, and with the express written permission of the WHHOA (Dockmaster), which may be terminated without notice.
5. It is understood and agreed that absolutely no pollutants or trash will be dumped, pumped or allowed to run into waters surrounding the WHHOA. All sewage shall be disposed of at a proper facility for such purpose.

6. This Permit and contract are not permanently transferable or assignable and runs to Homeowner only. If a homeowner with an assigned slip sells his or her Harbour property, then the slip may be reassigned to the purchaser for a maximum period of six months. The dockmaster will then decide if that slip is appropriate for the purchaser's boat. In the event a homeowner or residing tenant sells hi/her boat, or does not own a boat, WHHOA has the right to immediately cancel any assignment of a slip.
7. Open fires for cooking, grilling or for any reason are strictly prohibited on the piers of WHHOA. Homeowner accepts liability for any open flames aboard his/her vessel that may, directly or indirectly, endanger other vessels, or any property at Washington Harbour.
8. The Homeowner or residing tenant agrees that the slip, piers, and surrounding areas shall be kept clean and trash free, that no garbage or other trash will be thrown overboard, and that shore dumpsters provided by the WHHOA for that purpose will be used.
9. The Homeowner or residing tenant agrees to conduct himself/herself at all times when on WHHOA property, or on any boat therein, so as to create no annoyance, hazard or nuisance to the WHHOA or to other Homeowners and their guests. Homeowner further agrees to accept responsibility for insuring like conduct of his/her guests, crew or any members in his company.
10. No flammable materials, cleaners or pollutants may be kept on the piers. Dock lines or any other connecting apparatus between the Homeowner or residing tenant vessel must be kept safely clear of the passageway on the piers. In all other respects, Homeowner or residing tenant agrees to follow such rules for use of the waterfront area, which the WHHOA may from time to time adopt.
11. Homeowner acknowledges his/her responsibility to ensure that any contractor, organization or individual undertaking any work on his/her vessel possess adequate liability insurance coverage. Homeowner acknowledges his/her liability for any uninsured actions of any party.
12. A 'Temporary Permit' can be given to visitors who are staying with Homeowners or Tenants allowing them to use a vacant slip during their visit only. This will be issued by the Dockmaster, who will allocate a suitable area.
13. Cleats have been provided to assist with securing boats. A WHHOA work order must be submitted to the dock master, on behalf of the Board, before fixing any additional equipment to the piers. This is in order to maintain a standard appearance throughout the dock area.

IN WITNESS WHEREOF, the parties signed below have executed this Permit day and year first sown above.

For Homeowner: _____
Name Date

For Tenant: _____
Name Date

For WHHOA: _____
Name Date