

## WHHOA KAYAK REGULATIONS & BERTHING PERMIT

Kayak storage at the docks will always be on a first-come, first-served basis. The Dockmaster will endeavor to create kayak storage sufficient to meet demand. This will be subject to the number of slips required for boats, which will take precedent. The owner or the tenant must own the kayak. The dock master will allocate a storage area/slip, which will attempt to meet both the desire of the kayak owner and be appropriate for the size of the kayak. Before the kayak is stowed at the Harbour, the kayak owner must complete a Kayak Berthing Permit, which is obtained from the dock master. A tenant will need to get the permit countersigned by the unit owner, as the unit owner is financially responsible for any damage done to the docks or slips.

**WHHOA KAYAK 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 \_\_\_\_\_.

The kayak(s) is to be berthed in storage/rack number \_\_\_\_\_ and must be for recreational purposes.

1. The kayak to be berthed in the rack is described as follows:

Make:	Color:
Length:	Beam:
Home/Mobile Phone	
Emergency Phone:	
Email:	

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 Kayak Owner.
3. Washington Harbour Kayak Owner covenants to exercise due care in occupation of the Permitted Berthing slip/rack and to vacate the same in good condition; wear and tear occasioned by normal use only excepted. Washington Harbour Kayak 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 kayak 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 kayaks 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 kayak 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 storage areas are based on the storing of one kayak. If a Homeowner owns two or more kayaks, he/she may occupy another area if it is vacant, and with the express written permission of the WHHOA (dock master), 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 is not permanently transferable or assignable and runs to Homeowner only. If a homeowner with an assigned storage area sells his or her Harbour property, then the assigned storage area may be reassigned to the purchaser for a maximum period of six months. The dock master will then decide if that storage area is appropriate for the purchaser's kayak.
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 kayak 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. The Homeowner or residing tenant agree to remove the kayak from the storage area in the case of a severe storm or hurricane.
12. 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.
13. A 'Temporary permit' can be given to visitors who are staying with Homeowners or Tenants allowing them to use a vacant storage area during their visit only. This will be issued by the Dock master, who will allocate a suitable area.
14. 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 on this day.

Date: \_\_\_\_\_

Homeowner: \_\_\_\_\_

Tenant if not Homeowner: \_\_\_\_\_