

The Longbranch Improvement Club
MOORAGE APPLICATION AND AGREEMENT INSTRUCTIONS

Dear Applicant:

Thank you for considering the Longbranch Marina for your permanent, temporary or winter moorage needs. This facility is owned and operated by The Longbranch Improvement Club (the "LIC" - a not-for profit community organization) and is provided under license by the State of Washington Department of Natural Resources and Pierce County. If applying for Permanent or Temporary moorage you also need to be a member of the LIC. Please follow these Instructions carefully for a quick response to your application:

1. Complete and sign/date the Moorage Application and Agreement on the reverse side and complete the LIC application if needed. Also sign/date the Declaration of Waiver.
2. Submit this document, together with a copy of your vessel registration and proof of insurance to The Longbranch Improvement Club, Attention: Moorage Manager, P. O. Box 111, Lakebay, 98351. For expedited response, please contact the Moorage Manager (contact information posted at the Marina and on the LIC website) for electronic transmission instructions.
3. Upon receipt of the required forms, the Moorage Manager will verify the information and advise you of status, payment information, etc.

On behalf of the LIC membership, Board of Directors and Marina Committee, thank you for choosing the Longbranch Marina.

Declaration of Waiver

The undersigned APPLICANT desiring to lease marine space at the facility owned by The Longbranch Improvement Club (the "LIC", a.k.a. the "Longbranch Marina") has read, understands and hereby consents to the following:

1. **NO BAILMENT NOR WAREHOUSING PROVIDED.** The undersigned APPLICANT acknowledges that the LIC does not provide bailment or storage facilities at the Longbranch Marina, and the relationship between the undersigned APPLICANT and the LIC is that of tenant and landlord, respectively.
2. **LIMITATION OF LIC LIABILITY.** The undersigned APPLICANT accepts the Longbranch Marina premises in their present condition and agrees to keep them neat, clean, orderly, and as free as possible from all flammable substances. The undersigned further agrees that the LIC shall not be liable for any damage to property or for personal injury caused by any defect now on the dock or near and around the rented premises or any part of appurtenance thereof becoming out of repair, arising from fire, storm, tides, bursting or leakage of water, gas, sewer, steam, or waste pipes, or from electrical wires, or from any act or neglect of any member, tenant, or any other users of said premises, or any person whomsoever, or due to the happening of any accident from whatsoever cause in or about said premises, and that the LIC shall be free from all obligations for loss, or damages to personal property of the undersigned or of any other person, or for personal injury, due to fire, wind, storm, water, theft, or any other cause whatsoever; but that all personal property of the undersigned shall be at the risk of the undersigned only, and the undersigned shall be entirely responsible and liable for any damage to the boat or other property kept on the rented premises leased by the undersigned.
3. **COMPLIANCE WITH LAWS AND REGULATIONS.** The undersigned APPLICANT agrees to comply with all rules, regulations, and special instructions issued by the LIC.

Signature of APPLICANT

Date