

MOORAGE LICENSE AGREEMENT

Seattle Cedar Properties, LLC D/B/A Ballard Mill Marina

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THIS MOORAGE LICENSE AGREEMENT (this "Agreement") is made and entered into as of the earlier of the mutual date of execution or the Commencement Date (the "Effective Date"), by and between SEATTLE CEDAR PROPERTIES, LLC D/B/A BALLARD MILL MARINA, a Delaware limited liability company ("Marina Owner"), and the party or parties identified below as Licensee (collectively, "Licensee"). Marina Owner owns and operates the Ballard Mill Marina (the "Marina"). Marina Owner's property manager is Wing Point Service Company, Inc. D/B/A Wing Point Partners ("Property Manager"). Subject to the terms of this Agreement, Marina Owner hereby grants Licensee a revocable, non-exclusive, non-transferable license to moor the Vessel identified below in the Berth identified below (the "License"). This Agreement does not create any lease, tenancy, or other possessory interest in any real property or submerged area.

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Section 1: Basic Terms, Vessel & Contact Information

Term, Rent and Fees			
Primary Licensee Name			
Commencement Date			
Expiration Date (<i>Write Month-to-Month or Specific Date. Minimum Term = 1 month</i>)			
Berth ID / Slip #			
Liveaboard Moorage	Yes _____	Monthly Parking Permit Unreserved day-use parking is available for the non-exclusive use of moorage licensees. Overnight parking requires a monthly permit.	Yes _____
	No _____		No _____
Monthly Moorage Rent	\$		
Parking Fee / Month	\$		
Liveaboard Fee / Month	\$		
Security Deposit	\$		

Consent to Electronic Notices	Licensee #1: _____ Licensee #2 (if applicable): _____	
Consent to Marina Rules and Regulations	Marina Rules and Regulations Receipt (initial to confirm receipt of the current Marina Rules and Regulations as of signing; Licensee acknowledges that Marina Owner may amend the Rules from time to time as provided in Section 6)	
	Licensee #1: _____ Licensee #2 (if applicable): _____	
Consent to Schedule of Rates	Schedule of Rates Receipt (initial to confirm receipt of the current Schedule of Rates as of signing; Licensee acknowledges that Marina Owner may amend the Schedule of Rates from time to time as provided in Section 6)	
	Licensee #1: _____ Licensee #2 (if applicable): _____	
Notes and Special Provisions: <i>Any notes or special provisions handwritten or typed here are part of this Agreement.</i>	This new moorage rental agreement supersedes all previous marina contracts.	
Licensee Contact Information (Required)		
	Primary Licensee	Secondary Licensee <i>(if applicable)</i>
Full Name		
Email		
Phone		
Driver's Lic. # / State		
Address		
City		
State		
Zip Code		
Emergency Contact (Required – Must be local)		
Name		
Phone		
Email		

Alternate Contact for Notices (Optional)		
Name		
Phone		
Email		
Vessel Information		
Vessel Name		Length (LOA):
Vessel Type		Beam:
Manufacturer		Year of Manufacture:
Hull ID Number		Hull Type:
Registration # or Documentation #		Registration State Or Country:
Vessel Ownership by Non-Licensees	Is the vessel owned in whole or in part by any individual or entity not listed as either primary or secondary licensee on this agreement? Yes: _____ No: _____ If yes, Licensee must provide the Vessel Owner's information in Exhibit E, and must facilitate the actual Vessel Owner's signature and acceptance of Exhibit E. <i>Marina Owner may, in its sole discretion and on a case-by-case basis, waive or delay the requirement that Exhibit E be executed. Any such waiver shall be in writing (email acceptable) and shall not constitute a waiver for any other transaction or purpose.</i>	
Insurance Information: Certificates of Insurance must be provided prior to Occupancy		
Insurance Carrier		<u>Attach Certificate of Insurance</u>
Policy Number		
Expiration Date		
Disclosed Lienholders, Secured Parties, and Beneficial Owners:		
<i>Licensee warrants that no person or entity other than those disclosed herein has an ownership, lien, or security interest in the Vessel. If inapplicable, write "None".</i>		
Lienholder Name		
Lienholder Email		
Lienholder Address		
Lienholder City		
Lienholder State		
Lienholder Zip Code		

Section 2: Moorage Agreement Terms

1. Grant of License; Revocability

Marina Owner grants Licensee a revocable, non-exclusive, non-transferable license to moor the Vessel identified in Section 1 in the Berth identified in Section 1 during the Term, subject to all of the terms of this Agreement, the Standard Terms and Conditions attached as Exhibit A (the "Standard Terms"), the Schedule of Rates (separately delivered to Licensee and as in effect from time to time) (the "Schedule of Rates"), the Marina Rules and Regulations (separately delivered to Licensee and as in effect from time to time), and all other policies posted by Marina Owner from time to time. The License creates no lease, tenancy, or other possessory interest in any real property, submerged area, or the Berth. Marina Owner may suspend, revoke, or modify the License as set forth in the Standard Terms.

2. Term; Commencement; Early Arrival

The Term commences on the Commencement Date and continues for the duration indicated in Section 1 (Term Type). If Month-to-Month is selected, the Term automatically renews month-to-month until terminated by either party in accordance with the Standard Terms. If a Fixed-Term end date is selected, the Term terminates on that date unless the parties mutually agree in writing to extend; Fixed-Term periods shall not exceed twelve (12) months in any event (consistent with the DNR Permit). Upon expiration of a Fixed Term, this Agreement shall automatically continue on a month-to-month basis at the then-prevailing rates unless either party terminates as provided in this Section. Either party may terminate a month-to-month Term by providing the other party at least thirty (30) days' written notice; termination need not align with a calendar month-end. A Fixed-Term Term may not be terminated by either party prior to the stated end date except as provided in the Default and other provisions of this Agreement permitting Marina Owner to terminate or exercise remedies. Marina Owner's rights under the Default and lien/abandonment provisions of this Agreement apply regardless of Term Type. If Marina Owner has approved an Early Arrival Date, Licensee's occupancy shall commence on the actual arrival date, all provisions of this Agreement (including insurance) shall apply from that date, and Licensee shall pay pro-rata Moorage Rent and any other charges for the early-arrival period at the then-current Schedule of Rates. Any arrival prior to the Commencement Date without Marina Owner's prior written approval is an unauthorized occupancy and constitutes a Default under the Standard Terms.

3. Rent; Fees; Security Deposit

Licensee shall pay to Marina Owner the Monthly Moorage Rent, the Liveaboard Fee (if applicable), the Security Deposit, and all other charges identified in Section 1, in advance on or before the first day of each calendar month, without offset, deduction, or demand, except as provided in the Standard Terms. All other fees, charges, rates, service fees, non-compliance fees, and labor rates are set forth in the Schedule of Rates and the Marina's then-current posted rate schedule, which Marina Owner may amend from time to time upon reasonable notice. If any Rent or other charge is not paid when due, a Late Fee shall be assessed as set forth in the Late Fees provisions of Exhibit B and shall be treated as additional Rent. Marina Owner utilizes an online payment portal to facilitate electronic delivery of invoices and payments. The portal vendor's payment-facilitation fees (which may vary by payment type, e.g., ACH vs. credit card) are set by the portal vendor, are not set by or paid to Marina Owner, and may change from time to time pursuant to the portal vendor's terms and conditions, which are independent of this Agreement. Ballard Mill Marina is not responsible for transaction fees incurred by Licensee to utilize the payment portal, and all Occupants and Tenants of Ballard Mill Marina are responsible for halting auto-payments via the portal when their agreement terminates. Ballard Mill Marina is not responsible for transaction fees incurred as a result of failure to cease auto-payments at the end of the Agreement.

Moorage Rent for the first calendar month of the Term and any Early Arrival Date period under Section 2 shall be prorated on a daily basis through the last day of that calendar month, and full Monthly Moorage Rent shall be payable for each full calendar month. Upon termination, expiration, or revocation of this Agreement for any reason, Monthly Moorage Rent for the month in which termination becomes effective is not prorated and is payable in full, and Marina Owner has no obligation to refund any prepaid Moorage Rent or Security Deposit balance attributable to the portion of the month after termination, unless otherwise agreed by Marina Owner in writing. The Liveaboard Fee shall not prorate, as set forth in the Liveaboard Cap and Fee provisions of the Liveaboard Addendum. The

Security Deposit shall be returned, less any amounts Marina Owner is entitled to retain, in accordance with applicable Law.

4. Use of Berth and Marina

Licensee shall use the Berth only for moorage of the Vessel identified in Section 1 and for no other purpose, and shall comply with the Standard Terms (including without limitation the Assignment, Sublet, and Guest Vessels provisions), the Marina Rules and Regulations, and all applicable laws. Residential, live-aboard, or overnight-stay use of the Vessel is not permitted unless Licensee has executed a Liveaboard Addendum and Marina Owner has approved such use in writing. Licensee shall not assign this Agreement, sublet the Vessel or Berth, or permit any guest vessel to moor at the Berth except in strict accordance with the Standard Terms.

5. Insurance

Licensee shall maintain, at Licensee's sole cost, the insurance coverages, limits, and endorsements required by the Insurance Section of the Standard Terms, and shall deliver certificates of insurance and endorsements to Marina Owner as required therein.

6. Incorporation by Reference; Amendments to Posted Documents

The Standard Terms (Exhibit A), the Schedule of Rates (separately delivered to Licensee), the Marina Rules and Regulations, and any Addenda identified in Section 1 and attached hereto (collectively, the "Incorporated Documents") are incorporated into this Agreement by reference with the same force and effect as if fully set forth herein. Licensee acknowledges receipt of or access to each Incorporated Document (including the Marina Rules and Regulations and the Schedule of Rates as separately delivered documents, receipt of which is confirmed by Licensee's initials in Section 1), has had the opportunity to review it, and agrees to be bound by it. Marina Owner may amend the Marina Rules and Regulations, the Schedule of Rates, and any other posted document from time to time in its sole discretion upon reasonable notice (email to the address Licensee has provided shall constitute reasonable notice). In the event of any conflict, this Agreement and the Standard Terms prevail over the posted documents, and the Addenda prevail over this Agreement and the Standard Terms only as to the specific subject matter addressed in the Addenda.

7. Notices

All notices under this Agreement shall be given in the manner set forth in the Notices Section of the Standard Terms. Licensee consents to digital delivery of notices by email to the email address Licensee has provided, except where applicable law requires a different method (including without limitation statutory lien and vessel-disposition notices required under RCW 88.26 or applicable maritime law). Verbal notices are not effective under this Agreement.

8. Entire Agreement; Counterparts; Electronic Signatures

This Agreement, together with all Incorporated Documents, constitutes the entire agreement between the parties with respect to the Berth and supersedes all prior agreements and understandings, oral or written. No amendment is effective unless in writing signed by both parties (provided that amendments to the Incorporated Documents may be made as provided in Section 6). This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Electronic signatures delivered via DocuSign, Dropbox Sign, or other reputable electronic-signature platforms are valid and have the same legal effect as original ink signatures.

Execution

By signing below, Licensee acknowledges receipt of and agrees to be bound by: (i) this Agreement, including Section 1 Basic Terms; (ii) the Standard Terms and Conditions attached as Exhibit A; (iii) the Schedule of Rates (separately delivered to Licensee, receipt of which is confirmed by Licensee's initials in Section 1, and as in effect from time to time); (iv) the Vehicle Parking and Trailered Vessel Addendum attached as Exhibit C, if attached; (v) the Liveaboard Addendum attached as Exhibit D, if attached; and (vi) each other Addendum or Incorporated Document referenced in this Agreement. No separate signature on Exhibit B, Exhibit C, or Exhibit D is required for such Exhibit to be binding on Licensee; Licensee's initials on Exhibit C or Exhibit D (where provided) serve as additional acknowledgment and have the legal effect of a signature.

MARINA OWNER:

SEATTLE CEDAR PROPERTIES, LLC

D/B/A BALLARD MILL MARINA

By: Wing Point Service Company, Inc.

D/B/A Wing Point Partners

Its: Property Manager

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE (Primary):

Signature: _____

Name: _____

Date: _____

LICENSEE (Secondary – if applicable):

Signature: _____

Name: _____

Date: _____

EXHIBIT A

STANDARD TERMS AND CONDITIONS

FOR MOORAGE LICENSE AGREEMENTS

These Standard Terms and Conditions (the "Standard Terms") are incorporated by reference into each Moorage License Agreement (each, an "Agreement") between Seattle Cedar Properties, LLC d/b/a Ballard Mill Marina ("Marina Owner") and the Licensee identified in the Agreement. Capitalized terms used but not defined in these Standard Terms have the meanings given in the Agreement.

A1. Definitions and Interpretation

"Berth" means the specific moorage space assigned to the Vessel under the Agreement, which Marina Owner may reassign in accordance with the Berth Changes Section of the Standard Terms. "DNR Permit" means Waterway Permit No. 20-108647 issued by the Washington Department of Natural Resources, as amended from time to time. "Guest Vessel" has the meaning given in the Assignment; Sublet; Guest Vessels; Title Section of the Standard Terms. "Laws" means all federal, state, local, and regulatory laws, rules, regulations, ordinances, and permits applicable to the Marina or to moorage activities, including without limitation RCW 88.26 (Private Moorage Facilities Act), RCW 79.100 (Derelict Vessel Act), federal maritime law, the Clean Water Act, Washington Department of Ecology rules, the Seattle Shoreline Master Program, U.S. Coast Guard regulations, and the DNR Permit. "Marina Rules" means the Marina Rules and Regulations posted by Marina Owner and in effect from time to time. "Rent" means the Monthly Moorage Rent, the Liveaboard Fee (if applicable), and all other charges payable by Licensee under the Agreement, including late fees, service fees, non-compliance fees, labor charges, and similar amounts. "Vessel" means the vessel identified in the Basic Terms of the Agreement.

A2. License Framework; No Property Interest

The Agreement creates a revocable license only. It does not create a lease, tenancy, residential tenancy, floating-home tenancy, house-barge tenancy, or any other form of tenancy, and does not convey any possessory interest, easement, or real property interest in any land, water area, improvements, or the Berth. Licensee expressly waives any claim, by conduct, course of dealing, or otherwise, that the Agreement creates a landlord-tenant relationship under RCW 59.18, SMC 22.206, or any other residential landlord-tenant statute or ordinance. Marina Owner retains exclusive control of the Marina, the docks, the water area, the upland areas, and all improvements, and may suspend, revoke, or modify Licensee's access and use in accordance with these Standard Terms and applicable Law.

A3. Utilities and Services

Licensee shall pay for all electricity, water, and other utilities or services furnished to the Vessel at the rates set forth in the Schedule of Rates or, if not covered therein, at cost or as otherwise established by Marina Owner. Marina Owner does not guarantee the continuity, quality, or characteristics of utility service, including without limitation electrical service and its compatibility with the Vessel's electrical systems, and is not liable for any loss resulting from interruption, electrolytic action, or any other utility failure. Marina Owner may at any time require an electrical-systems safety check of the Vessel by a certified marine electrician, and may interrupt electrical service to the Vessel if the Vessel is determined in Marina Owner's reasonable discretion to be unsafe. Licensee shall not connect marina water supply directly to the Vessel without Marina Owner's prior written consent. Marina Owner may bill charges for utilities and services based on metered or otherwise measured actual usage, on Marina Owner's reasonable estimate of usage, or on a combination thereof; estimated charges may be reconciled to actual usage or cost from time to time, and any resulting overpayment or underpayment shall be credited or billed, as applicable, on a subsequent invoice. Licensee shall also pay the monthly Common Area Maintenance Charge set forth in the Schedule of Rates. In any calendar month, charges for utilities furnished to the Vessel shall be payable only to the extent such charges exceed the amount of the Common Area Maintenance Charge for that month; if such charges do not exceed the Common Area Maintenance Charge, no separate utility charge shall be billed for that month, as further provided in the Schedule of Rates.

A4. Berth Changes

Marina Owner may, at any time and for any reason, reassign Licensee to a different berth in the Marina upon reasonable notice. If a new berth is of a different size, Marina Owner may adjust Monthly Moorage Rent to the rate applicable to the new berth effective with the move. Marina Owner shall use commercially reasonable efforts to provide a berth of comparable specifications when practicable. Licensee shall comply with all reassignment directions promptly.

A5. Parking

Parking rights, if any, are as specified in a Vehicle Parking and Trailered Vessel Addendum (Exhibit C) or a separate parking agreement, and in each case are subject to the parking rules set forth in the Marina Rules and Regulations as in effect from time to time. A Licensee does not have, and this Agreement does not confer, any parking right by default; parking is by permission only. Marina Owner may relocate, suspend, or terminate parking privileges in accordance with the parking rules in the Marina Rules and Regulations and any applicable parking agreement.

A6. Compliance with Laws; Environmental; Access

A6.1 Compliance with Laws. Licensee shall comply, at Licensee's sole cost, with all Laws applicable to Licensee's use of the Berth and the Vessel, including without limitation the DNR Permit, the Marina Rules, and any Addenda. Licensee shall obtain, maintain, and display all required city and state registrations and endorsements applicable to the Vessel. A breach of any provision of the DNR Permit applicable to that portion of the Marina in which the Berth is located is a breach of this Agreement. Marina Owner may, but has no obligation to, enforce Marina Rules against other licensees, and Licensee has no third-party beneficiary rights with respect to Marina Owner's enforcement decisions. Copies of the DNR Permit and the Marina Rules are available at the Marina Owner's office or by public records request to the Washington Department of Natural Resources.

A6.2 Environmental; Hazardous Substances. Licensee shall not store, use, generate, release, or dispose of any Hazardous Substance in, on, under, or about the Berth or the Marina, except in strict accordance with applicable Law and with Marina Owner's prior written consent. "Hazardous Substance" means any substance that is regulated as hazardous, toxic, polluting, or otherwise restricted under any Law. Licensee shall promptly notify Marina Owner of any spill, release, or threatened release of a Hazardous Substance, shall cooperate in any response, and shall indemnify Marina Owner for all costs of response and remediation. Licensee shall comply with all Best Management Practices (BMPs) published by the U.S. EPA, Washington Department of Ecology, and Marina Owner, as applicable.

A6.3 Marina Owner's Access and Inspection. Licensee grants Marina Owner and its agents and employees the right to enter upon the Berth, the Vessel's exterior, and adjacent areas at any reasonable time (and at any time in case of emergency) to inspect, maintain, enforce these Standard Terms and the Marina Rules, respond to an emergency, or exercise any right under the Agreement or applicable Law. Marina Owner shall use commercially reasonable efforts to provide advance notice when practicable, but advance notice is not required for emergencies, enforcement actions, or safety inspections.

A6.4 Security and Safety Monitoring. The Marina employs security cameras, access-control systems (including fobs, gate codes, and similar credentials), and related safety equipment in parking areas, docks, gangways, and common areas for the safety and security of Licensees, their property, and the Marina premises. Licensee acknowledges that images and access-event data may be recorded and retained for reasonable periods consistent with Marina Owner's security practices, and may be shared with law enforcement, insurers, or affected parties in connection with incidents, claims, or as required by applicable Law.

A7. Insurance

A7.1 Required Coverages. Prior to the Commencement Date (or Early Arrival Date, if earlier) and at all times during the Term, Licensee shall carry in full force and effect, at Licensee's sole cost: (i) comprehensive marine public liability and property damage liability insurance with limits of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence for Vessels less than or equal to 40 feet in length overall, and not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for Vessels exceeding 40 feet in length overall, with coverage to

include at minimum general liability, legal liability, and pollution liability; (ii) with respect to any liveaboard Vessel, a marine broad-form policy with coverage for the full replacement value of the Vessel and personal liability coverage of not less than Five Hundred Thousand Dollars (\$500,000) per incident/occurrence, provided that Marina Owner may, in its sole discretion, authorize in writing a reduced liability limit of not less than Three Hundred Thousand Dollars (\$300,000) per incident/occurrence; (iii) hull and machinery insurance in an amount not less than the full replacement value of the Vessel under forms reasonably approved by Marina Owner, and pollution and environmental liability insurance (including certificates of financial responsibility) with limits as required by applicable Law; and (iv) such other coverages and endorsements as may be required by Law or reasonably required by Marina Owner from time to time upon not less than sixty (60) days' written notice (except where a change in Law or a material change in Marina operations requires shorter notice).

A7.2 Insurer Standards. Each policy shall be issued by an insurer reasonably acceptable to Marina Owner, licensed to do business in the State of Washington, and rated not less than A-/VII in the most current Best's Insurance Reports.

A7.3 Additional Insureds; Endorsements. Each policy shall name Seattle Cedar Properties, LLC and Wing Point Service Company, Inc. as additional insureds for their respective liability arising out of Licensee's use or occupancy of the Marina, shall contain a cross-liability endorsement (where commercially available), shall provide that the insurance is primary with any other insurance available to Marina Owner being excess, and shall include a waiver-of-subrogation clause in favor of Marina Owner (where commercially available). Each policy shall provide that coverage shall not be canceled, lapsed, or materially changed without thirty (30) days' prior written notice to Marina Owner.

A7.4 Evidence; Lapse Remedies. Licensee shall deliver certificates of insurance and required endorsements to Marina Owner prior to the Commencement Date (or Early Arrival Date, if earlier) and deliver renewal certificates at least thirty (30) days before expiration. If Licensee fails to procure or maintain required insurance or deliver evidence thereof, Marina Owner may (but has no obligation to) procure such insurance for the account of Licensee, and Licensee shall reimburse the cost on demand as additional Rent. The provisions of this Insurance Section are for Marina Owner's sole benefit.

A7.5 Waiver of Subrogation. Notwithstanding anything to the contrary in this Agreement, Licensee releases Marina Owner from any liability for loss or damage to property caused by fire or any other peril to the extent of insurance proceeds received (or that would have been receivable but for Licensee's breach of its insurance obligations), even if caused by the fault or negligence (but not willful misconduct) of Marina Owner or any person for whom Marina Owner is responsible. Licensee's policies shall include a waiver-of-subrogation endorsement to effectuate this release.

A8. Default

Each of the following is a "Default" under the Agreement: (a) Licensee's failure to pay Rent or any other charge when due, where such failure continues for three (3) days after Marina Owner has given Licensee written notice of the non-payment (which notice may be sent by email); (b) Licensee's breach of any other provision of the Agreement, the Standard Terms, the Marina Rules and Regulations, or any Addenda, where such breach is not cured within seven (7) days after written notice (or such shorter period as may be specified in a notice for health-, safety-, environmental-, or permit-related breaches); (c) any condition triggering an abandonment determination under the Lien Rights; Abandonment; Vessel Disposition Section of the Standard Terms; (d) Licensee's insolvency, assignment for the benefit of creditors, or filing of a bankruptcy petition; (e) any misrepresentation by Licensee in connection with the Agreement; or (f) any other event identified as a Default in the Agreement or these Standard Terms. Upon a Default, Marina Owner may (without election of remedies): (i) terminate the Agreement and the License on ten (10) days' written notice; (ii) remove the Vessel from the Marina at Licensee's cost; (iii) exercise all lien and disposition rights provided herein; (iv) sue for damages; (v) exercise any self-help remedy permitted by applicable Law; and (vi) pursue any other remedy at law or in equity. All remedies are cumulative. Interest on unpaid Rent accrues at the Default Rate (the lesser of 18% per annum or the maximum rate permitted by Law) until paid.

A9. Lien Rights; Abandonment; Vessel Disposition

A9.1 Lien on Vessel. Upon a Default or upon a declared abandonment under the Abandonment Triggers subsection, Licensee agrees that Marina Owner has a lien on the Vessel and its tackle, fixtures, equipment, and furnishings for all unpaid Rent, charges, and removal, storage, haul-out, disposition, and administrative costs, including reasonable attorneys' fees (the "Lien"). Marina Owner may enforce the Lien under RCW 88.26 (Private Moorage Facilities Act), by a civil action in rem to enforce Marina Owner's federal maritime lien for necessities under the Commercial Instruments and Maritime Liens Act, 46 U.S.C. §§ 31301–31343, under any other applicable maritime lien procedures, or by any combination thereof at Marina Owner's election. Licensee acknowledges that moorage, utilities, and other goods and services furnished to the Vessel under the Agreement constitute "necessaries" within the meaning of 46 U.S.C. § 31342. The Lien attaches regardless of whether Marina Owner takes physical possession of the Vessel and regardless of whether the Vessel qualifies as a vessel under Washington or federal law.

A9.2 Abandonment Triggers. The Vessel shall be deemed abandoned, and Marina Owner shall have the right (but not the obligation) to exercise all remedies under this Agreement and applicable Law, upon the occurrence of any of the following: (a) non-payment of any amount due hereunder for more than sixty (60) consecutive days following written notice of delinquency; (b) Licensee's failure to respond to two (2) written communications from Marina Owner sent at least fourteen (14) days apart to Licensee's last-known email address, mailing address, or telephone; (c) affirmative indicators, as Marina Owner reasonably determines in good faith, that the Vessel has been abandoned, including without limitation inoperable systems, failing mooring lines, heavy marine growth, unrepaired damage, or standing water aboard, continuing for more than thirty (30) days; (d) lapse of any required insurance for more than thirty (30) days; (e) lapse of vessel registration or documentation for more than thirty (30) days without written notice to Marina Owner of renewal; or (f) the Vessel's partial or full submersion. Marina Owner's written declaration of abandonment, delivered in accordance with the Notices Section of the Standard Terms, shall constitute conclusive evidence as between Marina Owner and Licensee that one or more abandonment triggers has occurred.

A9.3 Acknowledgment of Lien Rights and Summary Procedure. Licensee acknowledges Marina Owner's Lien and consents that, following a declared abandonment, the Vessel may be sold, disposed of, or destroyed pursuant to RCW 88.26 (or any successor or supplemental Washington statute), federal maritime lien enforcement procedures, or any combination thereof at Marina Owner's election. Licensee waives all rights of redemption beyond any statutory minimum that cannot be waived by contract, and stipulates that the procedures set forth in the Agreement and applicable statute constitute commercially reasonable procedures for disposition of the Vessel.

A9.4 Limited Power of Attorney Coupled With Interest. Licensee irrevocably appoints Marina Owner, its officers, and its authorized agents as Licensee's attorney-in-fact, coupled with an interest (Marina Owner's statutory and contractual Lien on the Vessel), with full power, following a declared abandonment, to: (a) execute, acknowledge, and deliver any document necessary to take possession of, secure, transfer title to, abandon the registration or documentation of, or dispose of the Vessel; (b) accept service of process on behalf of Licensee in any action concerning the Vessel; (c) haul, relocate, store, secure, or destroy the Vessel; and (d) take any other action Marina Owner reasonably determines necessary or appropriate to enforce its rights. This power of attorney is irrevocable, coupled with an interest, and survives Licensee's death, incapacity, or insolvency.

A9.5 Consent to Alternate Notice Methods. Licensee consents that any notice required or permitted under the Agreement (including delinquency, cure, abandonment, custody, and sale notices) is effective if given by (a) email to the email address Licensee provided, (b) posting at the Vessel's assigned Berth, (c) personal delivery, or (d) first-class mail to the last address Licensee provided, or any combination thereof, and such notice is deemed received on the date of delivery, posting, or deposit. This consent does not alter statutory notice obligations to registered vessel owners, lienholders of record, or other third parties, which Marina Owner shall satisfy in the manner required by statute.

A9.6 Indemnity and Cost Recovery. Licensee shall indemnify, defend, and hold Marina Owner harmless from and against all costs, expenses, fees (including reasonable attorneys' and expert fees), environmental remediation, salvage, haul-out, storage, relocation, disposal, administrative costs, and damages arising out of or related to any

declared or actual abandonment of the Vessel, any claim by a registered or beneficial owner of the Vessel (including LLC or entity owners), lienholder, or secured party challenging Marina Owner's actions, and any other matter described in this Lien Rights; Abandonment; Vessel Disposition Section. Marina Owner may apply sale proceeds against these costs in its sole discretion before applying proceeds to unpaid Rent, and may seek any deficiency directly from Licensee to the extent permitted by applicable Law. This indemnity is in addition to the general indemnity provisions of the Standard Terms.

A9.7 Relocation and Haul-Out. Upon a declared abandonment or any condition threatening the safety, environmental condition, or operational capacity of the Marina, Marina Owner may, with or without prior notice, relocate the Vessel, haul it out to land storage, secure it, or take any other action it reasonably determines necessary. All costs are Licensee's responsibility and constitute additional Rent. Marina Owner has no liability to Licensee for damage incurred during good-faith relocation or haul-out, and Licensee's insurance shall be Licensee's sole recourse.

A9.8 Election to Take Title; Release of Disposition Claims. Upon a declared abandonment and the expiration of all notice and waiting periods required by applicable Law, Marina Owner may, at its sole election and in lieu of a public sale, accept transfer of title to the Vessel in full or partial satisfaction of the charges then owing, and Licensee agrees that title to the Vessel shall thereupon transfer to Marina Owner. Licensee authorizes Marina Owner to execute all documents necessary or appropriate to effect such transfer pursuant to the power of attorney granted in the Limited Power of Attorney subsection of these Standard Terms. Marina Owner has no obligation to make such election, and no such election waives Marina Owner's right to recover any remaining deficiency to the extent permitted by applicable Law. Licensee, for itself and its heirs, successors, and assigns, hereby waives and releases all claims against Marina Owner, Property Manager, and their respective officers, employees, and agents for compensation, the value of the Vessel, or damages of any kind arising out of or related to any securing, relocation, haul-out, sale, transfer of title, destruction, or other disposition of the Vessel conducted in material compliance with this Agreement and applicable Law, except only such statutory right, if any, to surplus sale proceeds as cannot be waived by contract. Except as required by applicable Law, no disposition of the Vessel shall obligate Marina Owner to account to Licensee for any value of the Vessel.

A10. Waiver of Responsibility; Indemnity

A10.1 No Bailment; Marina Owner's Non-Liability. It is mutually agreed that Marina Owner does not accept the Vessel for storage or safekeeping and is not liable or responsible in any manner for the safekeeping or condition of the Vessel, its tackle, apparel, fixtures, equipment, or furnishings. Marina Owner does not supply ropes, bumpers, fenders, or similar gear used in berthing the Vessel. Marina Owner and its agents and employees shall not be liable for injury, property damage, or loss to Licensee, any Secondary Licensee, any guest, any invitee, or any Guest Vessel from any cause upon the Vessel, the Marina, or any premises adjacent thereto. Nothing in this subsection releases or limits Marina Owner's liability for losses caused by Marina Owner's gross negligence or willful misconduct.

A10.2 Indemnity. Licensee shall indemnify, defend (using legal counsel reasonably acceptable to Marina Owner), and hold Marina Owner, Property Manager, and their respective affiliates, officers, directors, members, managers, employees, and agents (collectively, the "Indemnified Parties") harmless from and against all claims, suits, losses, damages, fines, penalties, liabilities, and expenses (including reasonable attorneys' fees, witness fees, and expert fees) incurred in connection with claims (collectively, "Claims"), regardless of whether such Claims involve litigation and regardless of whether such Claims arise from or in connection with any actual or alleged injury to any person or property arising out of or in connection with (i) Licensee's occupation or use of the Berth, the Vessel, the Marina, or any adjacent area by Licensee, any Secondary Licensee, or any of their employees, agents, guests, invitees, contractors, licensees, or Guest Vessel owners/operators; (ii) Licensee's breach of any obligation under the Agreement, the Standard Terms, the Marina Rules, the Marina Rules and Regulations, or any Addenda; or (iii) any act or omission of Licensee or any agent, licensee, or Guest Vessel owner/operator in connection with the Vessel, the Berth, the Marina, or the Agreement. Licensee waives all rights of recovery by way of subrogation against the Indemnified Parties as to any damage or loss to the extent recoverable under Licensee's insurance, and shall cause Licensee's insurers to waive all rights of subrogation against the Indemnified Parties.

A11. Assignment; Sublet; Guest Vessels; Title

A11.1 No Assignment or Sublet. Licensee shall not assign the Agreement, sublet the Vessel or Berth, or permit any other party to occupy the Berth, by operation of law or otherwise, without first obtaining Marina Owner's prior written consent, which consent Marina Owner may withhold in its sole discretion. Any assignment or subletting without Marina Owner's prior written consent is an automatic Default entitling Marina Owner to exercise all remedies, including immediate termination. The License is personal to Licensee, and a person purchasing the Vessel or any interest therein does not thereby acquire any rights under the Agreement or the License. This License automatically terminates upon Licensee's death, legal incapacity, or bankruptcy filing; provided that Marina Owner may, in its sole discretion, permit Licensee's estate, successor, or personal representative a reasonable wind-down period (typically not to exceed sixty (60) days) to remove the Vessel and settle accounts, which permission shall not create any continuing License or right to moorage.

A11.2 Guest Vessels. Notwithstanding any other provision, Licensee shall not permit any vessel other than the Vessel (each, a "Guest Vessel") to occupy the Berth or any other area of the Marina for any duration without Marina Owner's prior written consent, which Marina Owner may grant, condition, or deny in its sole discretion. If granted, consent may be conditioned on any or all of: (i) proof of insurance meeting the requirements of the Insurance Section of the Standard Terms; (ii) proof of current vessel registration or documentation; (iii) a marine survey or other evidence of seaworthiness satisfactory to Marina Owner; (iv) payment of guest moorage fees at the then-current Schedule of Rates; and (v) such other conditions as Marina Owner may reasonably require. Any approval for a Guest Vessel is temporary, non-transferable, and creates no tenancy, license, or other right in the Guest Vessel's owner or operator. Marina Owner may revoke any Guest Vessel approval at any time in its sole discretion.

A11.3 Licensee's Responsibility for Guest Vessels. Licensee is fully and solely responsible for all Guest Vessels Licensee permits, invites, or allows to use the Berth or any portion of the Marina, and for all acts and omissions of each such Guest Vessel's owner, operator, crew, passengers, and invitees, all of whom are deemed licensees of Licensee for purposes of the Agreement. Without limiting the general indemnity provisions of the Standard Terms, Licensee shall indemnify, defend, and hold Marina Owner harmless from and against any Claims arising out of or in connection with any Guest Vessel, whether or not Marina Owner has approved the Guest Vessel's presence and whether or not Marina Owner has elected to require insurance, survey, or documentation. Marina Owner's exercise or non-exercise of any right under the Guest Vessels subsection shall not reduce, shift, or excuse Licensee's responsibility under this subsection.

A11.4 No Short-Term Accommodation. Licensee shall not advertise, list, rent, or allow the Berth or the Vessel to be used for any form of short-term accommodation, including without limitation commercial bareboat charter, short-term rental platforms, or day-use occupancy.

A11.5 Title to Vessel; Vessel Owner Consent and Joinder. Licensee shall maintain title to the Vessel documented or registered under applicable federal, state, or foreign Law exclusively in the name of Licensee, or, if the registered title owner is a person or entity other than Licensee, Licensee shall cause each such owner to execute a Vessel Owner Consent & Joinder in the form attached as Exhibit E, unless waived in writing by Marina Owner in accordance with Exhibit E. Failure to maintain compliant title or to deliver required Exhibit E documentation is a Default. Licensee acknowledges that Marina Owner is required by applicable Law to collect and maintain certain vessel information and agrees to provide such information upon request. Licensee further acknowledges the insurance and vessel-inspection requirements of applicable Law pertaining to vessel-ownership transfers and agrees to maintain compliance at all times.

A12. Small Craft (Tenders, Kayaks, Dinghies, Paddlecraft)

All tenders, kayaks, paddleboards, dinghies, and similar small craft shall be stored either (a) aboard the Vessel in a secured manner, or (b) in Marina-provided storage at the then-current Schedule of Rates. On-dock, in-water, and on-finger storage of such craft is prohibited except as expressly authorized in writing by Marina Owner.

A13. Destruction; Condemnation; Surrender; Hold-Over

A13.1 Destruction. If the Berth or the Marina is destroyed by fire, earthquake, or other casualty not caused by Licensee and rendered un-rentable in whole or in part, the Agreement shall terminate as of the date of such casualty, without further liability of either party except for obligations accrued prior to the casualty.

A13.2 Condemnation. If all or part of the Marina is taken under eminent domain or sold under threat thereof, the Agreement shall terminate as to the part so taken as of the date the condemning authority takes possession. Marina Owner is not liable to Licensee for the loss of the Berth, and Licensee waives all claims to any condemnation award.

A13.3 Surrender. Upon expiration or earlier termination, Licensee shall surrender the Berth vacant, free of all personal property, and in substantially the condition in which it was received, ordinary wear and tear excepted.

A13.4 Hold-Over Tenancy. Any failure by Licensee to remove the Vessel and vacate the Berth upon expiration or termination shall, at Marina Owner's election, be deemed an extension of the License on a daily basis at a rate equal to 200% of the monthly Rent in the last full month prior to expiration or termination (prorated daily), together with all damages sustained by Marina Owner. Any such extension is revocable by Marina Owner at any time upon written notice and creates no tenancy and no right of continued occupancy. Marina Owner's acceptance of any payment during a hold-over period shall not be deemed permission to hold over or to extend the Term, and shall not limit Marina Owner's remedies, including self-help removal, haul-out, relocation, and lien enforcement.

A14. Subordination

The Agreement is subordinate to any mortgage, deed of trust, or ground or marine lease now or hereafter placed against the Marina or adjacent property. Upon a foreclosure or conveyance in lieu, Licensee shall attorn to and recognize the successor as Marina Owner. These provisions are self-operative. Licensee shall execute confirming instruments within ten (10) business days of request.

A15. Waiver of SMC 7.20

The parties acknowledge and agree that the Marina is not a "houseboat park" or "floating-home facility" subject to SMC 7.20 or any successor provision, and that SMC 7.20 does not apply to the License, the Vessel, or the Agreement. To the extent any provision of SMC 7.20 or any similar ordinance or statute could be construed to apply, Licensee expressly waives any such application to the fullest extent permitted by Law.

A16. Cross-Collateralization; Cross-Default; Joint and Several Liability

A16.1 Cross-Collateralization and Cross-Default. If Licensee rents, leases, licenses, or occupies more than one berth, storage space, or other facility at the Marina or at any other facility owned or managed by Marina Owner or its affiliates, the obligations under each such agreement are secured by Licensee's property in all spaces rented or occupied by Licensee, and a default by Licensee under any such agreement is a default under all. Marina Owner may exercise all remedies (including denial of access and lien enforcement) under all such agreements upon a default under any one. All statutory lien notices issued in connection with a default shall state the total amount due across all spaces, and the lien shall attach to all personal property in all spaces rented or occupied by Licensee.

A16.2 Joint and Several Liability. If more than one person or entity is named as Licensee, each is jointly and severally liable for all obligations under the Agreement.

A17. Notices

Notices under the Agreement shall be in writing and are effective (i) upon delivery when deposited with a nationally recognized overnight delivery service, (ii) upon deposit in the U.S. mail certified return-receipt requested, (iii) upon personal delivery, or (iv) upon transmission when sent by email to the address Licensee has provided to Marina Owner, in each case to the address set forth in the Basic Terms or such other address as a party may designate by notice. Verbal notices are not effective. Any statutory lien or vessel-disposition notice required by Law (including RCW 88.26) shall be sent in the manner required by statute (including, where required, certified and registered mail to the registered vessel owner and lienholders of record), and may not be sent solely by email.

A17.1 Electronic Notifications; Consent to Digital Delivery. Licensee consents to receive all notices, invoices, statements, rule amendments, and routine operational communications under this Agreement by electronic mail to

the email address Licensee has provided (except where applicable Law expressly requires a different method, as provided herein). Marina Owner may send notices from any of the following email addresses or domains, which Licensee shall configure Licensee's email system to accept: manager@ballardmillmarina.com; accounting@ballardmillmarina.com; asset_mgmt@ballardmillmarina.com; notices@ballardmillmarina.com; ballardmillmarina.com; wingpointpartners.com; creportals.com; notifications@creportals.com. Licensee shall maintain a valid, monitored email address and shall promptly notify Marina Owner in writing (email acceptable) of any change. Delivery to the email address on file constitutes effective notice for all such purposes. Marina Owner may use a third-party billing service to deliver invoices and payment communications by email. If a final statutory notice is sent by email and Marina Owner does not receive a reply or confirmation of delivery, Marina Owner shall also send such notice by verified mail to Licensee's last-known postal address.

A18. General Provisions

A18.1 Limited Recourse. Licensee's recourse against Marina Owner is limited to Marina Owner's interest in the Marina, and in no event shall any partner, member, manager, officer, director, employee, or agent of Marina Owner have personal liability. As between Marina Owner and Licensee only, the Agreement is a personal contract and is not subject to any limitation of or exemption from liability afforded to vessel owners by any statute or rule of law.

A18.2 Attorneys' Fees. If Marina Owner retains counsel in connection with any Default or violation by Licensee, Licensee shall reimburse Marina Owner's reasonable attorneys' fees on demand. In any litigation, arbitration, or other proceeding (including bankruptcy, probate, and appeal) to enforce or interpret the Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees, witness fees, and costs.

A18.3 Governing Law; Venue. The Agreement is governed by the laws of the State of Washington (without reference to its conflict-of-laws rules) and, where applicable, the general maritime law of the United States. Any suit or proceeding shall be commenced in King County Superior Court or the United States District Court for the Western District of Washington, as appropriate.

A18.4 Interpretation. The Agreement has been subject to scrutiny by both parties and, if desired, their counsel, and shall be given a fair and reasonable interpretation without weight given to the original drafter.

A18.5 Recordation. Licensee shall not record the Agreement or any short-form memorandum.

A18.6 Waiver. Time is of the essence. No provision of the Agreement is waived unless Marina Owner's duly authorized representative signs a written waiver. Marina Owner's acceptance of rent does not waive any preceding Default.

A18.7 Binding Effect. The Agreement binds and inures to the benefit of the parties and their heirs, successors, and permitted assigns.

A18.8 Severability. If any provision is invalid, void, or illegal, the remaining provisions shall remain in full force.

A18.9 Prior Agreements; Amendments. The Agreement (including the Incorporated Documents) is the full, final, and complete expression of the parties' agreement regarding the subject matter. No prior agreements or understandings, oral or written, are effective. No amendment is effective unless in writing signed by both parties, provided that amendments to the Marina Rules and Regulations and Schedule of Rates may be made by Marina Owner as provided in Section 6 of the Agreement.

A18.10 Counterparts; Electronic Signatures. The Agreement and any Addenda may be executed in counterparts and by electronic signature through DocuSign, Dropbox Sign, or other reputable e-signature platforms, each of which is effective as an original.

A18.11 Compliance With Applicable Law. The Agreement shall be interpreted and enforced to comply with all applicable Laws, including RCW 88.26, the DNR Permit, the Clean Water Act, Department of Ecology rules, and the Seattle Shoreline Master Program. If any provision is invalid under any such Law, the parties shall negotiate in good faith to replace it with a valid provision effectuating the same intent.

A18.12 Limitation Period. Any action, claim, or cause of action arising out of or related to the Agreement must be commenced within one (1) year after the cause accrued, or such shorter period as may be required by Law, or

it shall be forever barred; provided that this limitation shall not apply to any claim for personal injury or to any claim arising under a statute that prohibits contractual shortening of the applicable limitation period.

A18.13 No Prepayment of Rent. Licensee shall not prepay more than one (1) month's Rent in advance without Marina Owner's prior written consent (which Marina Owner may give on such terms as Marina Owner deems appropriate).

A18.14 Force Majeure. Neither party is liable for any delay or failure to perform (other than Licensee's obligation to pay Rent and other charges when due) caused by an event beyond that party's reasonable control, including acts of God, natural disasters, pandemics, war, civil unrest, labor disputes, utility outages, governmental or regulatory orders, or permit modifications. The affected party shall notify the other as soon as practicable and use commercially reasonable efforts to resume performance. Either party may terminate this Agreement on written notice if such event continues for more than sixty (60) days.

A18.15 Cooperation with Successor. Licensee shall, upon Marina Owner's request, promptly confirm in writing the basic status of this Agreement (including the parties, date, Berth, and whether Licensee has any known unresolved claim against Marina Owner) to any prospective purchaser, lender, or successor of Marina Owner.

EXHIBIT B

SCHEDULE OF RATES

This Schedule of Rates (the "Schedule") sets forth the rates, fees, and charges applicable to Licensee's use of Ballard Mill Marina (the "Marina"). The Schedule is incorporated by reference into each Moorage License Agreement between Seattle Cedar Properties, LLC d/b/a Ballard Mill Marina ("Marina Owner") and each Licensee. Marina Owner may amend the Schedule from time to time in its sole discretion upon reasonable notice (email to the address Licensee has provided shall constitute reasonable notice). The rates set forth in the Basic Terms of a Licensee's Moorage License Agreement control as to the initial Term only; thereafter this Schedule, as in effect from time to time, controls. Rates are subject to applicable taxes.

All rates, fees, charges, and similar amounts applicable to Licensee's use of the Marina, including without limitation liveaboard fees, pet fees, dinghy and kayak storage fees, labor rates, slip-change fees, and non-compliance fees, are set forth in the Marina's then-current Schedule of Rates as published to Marina Occupants and available from the Marina Owner on request (the "Current Schedule"). Marina Owner may amend the Schedule of Rates from time to time in its sole discretion upon reasonable notice (email to the electronic address Licensee has provided shall constitute reasonable notice).

The rates applicable to the initial Term are those in effect as of the Commencement Date of the Agreement. The Schedule of Rates as in effect from time to time shall govern during the Term. In the event of any inconsistency between the Current Schedule and any rate specifically stated in the Basic Terms of the Agreement, the rate stated in the Basic Terms shall control as to the initial Term only; thereafter the Current Schedule controls.

LATE FEES, INSURANCE AND COLLECTION COSTS

Late Fees

Late fees, default interest, and attorneys' fees are set forth in the Moorage License Agreement and the Standard Terms. Licensee is also responsible for all third-party costs incurred by Marina Owner to enforce the Agreement, including without limitation collection agency fees, court costs, expert fees, and reasonable attorneys' fees.

Late Fees (Levied on the 5th day after the due date): The greater of \$20.00 or 10% of the total monthly rental.

Late Fees shall be assessed for each month that rent or other charges remain unpaid, unless Licensee has been placed in holdover, in which case Holdover Rent shall apply. Late fees are considered additional rent.

Insurance Certificates / Procurement of Insurance for Uninsured Vessels:

Marina Owner may recover the cost of insurance obtained to insure Licensee's Vessel(s) if Licensee fails to procure or maintain the required insurance coverage, including reasonable administrative charges to procure coverage. Failure to provide insurance certificate(s) within 7 days of license agreement commencement or upon subsequent request will result in additional charges as outlined in the Schedule of Rates.

LIVEABOARD CHARGES AND MONTHLY FEES

Fee	Monthly Rate
Liveaboard Fee (includes 1 standard mailbox at Marina)	\$400 / Month
Liveaboard Travel Hold Fee (50% of Liveaboard Fee, unless Marina Owner establishes otherwise in writing). Vehicles are not included in travel hold, storage must be contracted separately for vehicles.	\$200 / Month
Monthly Pet Fee (per approved pet)	\$50 / Month
Dinghy Storage	\$75 / Month
Kayak / Paddleboard Storage	\$50 / Month

Mailboxes are only available to Liveaboards. Termination of Moorage Agreements also terminates mailbox rental; any mail received beyond the moorage termination date will not be accepted.

ONE-TIME, ADMINISTRATIVE, AND SERVICE CHARGES

Charge	Amount
Application Fee	\$25
Common Area Maintenance Charge*	\$10 / Month
Emergency Access / After-Hours Lockout Fee	\$20
Restroom / Shower Key Replacement	\$10
Slip Change Request Fee	\$100
Boat De-watering (1 hour minimum)	\$150 / hour
Labor Rate for Facilities Staff time incurred to resolve violations, misc. cleanup, etc... (30-minute minimum)	Regular Business Hours: \$150 / hour
	Outside Business Hours: \$225 / hour
Rule Violation / Non-Compliance Fee	\$100 per occurrence
Expired Registration Fee (charged monthly)	\$100
Failure to Provide Current Liveaboard Pump-Out Records within 5 days of request (per occurrence)	\$100 initially + \$150 / month outstanding
Failure to Provide Insurance Certificate within 7 days of agreement commencement or upon subsequent request.	\$100 initially + \$150 / month outstanding
Non-Sufficient Funds (NSF) / Returned Check Charge	\$50 / occurrence
Paper Check / Money Order Administrative Processing Charge	\$25 / check (does not apply to first month rent and security deposit)
Lost Fob Replacement Fee	\$25 per fob
Abandoned Item Removal Fee (plus disposal costs)	\$150
Impound Fee	\$250
Abandoned Vessel Disposition Administrative Fee (plus all actual third-party costs of securing, relocation, haul-out, storage, sale, and disposal)	\$1,000 per disposition
Marina-Administered Liveaboard Pump-Out (by appointment; scheduled and logged by Marina staff)	Billed at Facilities Staff labor rate

**Each Licensee shall pay a Common Area Maintenance Charge of \$10.00 per month for the maintenance, operation, and upkeep of Marina common areas and related services. The Common Area Maintenance Charge also functions as a minimum monthly charge for utilities furnished to the Vessel: in any calendar month in which the actual or estimated cost of utilities furnished to the Vessel does not exceed the amount of the Common Area Maintenance Charge, no separate utility charge will be billed; in any calendar month in which such cost exceeds the Common Area Maintenance Charge, Licensee shall pay, in addition to the Common Area Maintenance Charge, only the amount by which such cost exceeds the Common Area Maintenance Charge. Utility charges may be billed on an actual or estimated basis, with estimated charges reconciled to actual usage or cost from time to time, as provided in Section A3 of the Standard Terms (Exhibit A to the Moorage License Agreement).*

NOTES

1. Rates shown are current as of the year shown in the title above.
2. Marina Owner may amend this Schedule of Rates from time to time upon reasonable notice.
3. Additional or specialized services not listed above may be quoted on an as-requested basis.
4. Guest moorage is handled on a case-by-case basis subject to the Standard Terms and Marina Owner's prior written approval. Licensee remains fully responsible for any Guest Vessel and all related obligations and fees.
5. Additional vehicles or trailered vessels require a separate written parking or storage agreement. See Exhibit C of the Moorage License Agreement and the parking rules set forth in the Marina Rules and Regulations

EXHIBIT C

VEHICLE PARKING AND TRAILERED VESSEL ADDENDUM

This Vehicle Parking and Trailered Vessel Addendum (this "Addendum") is attached to and forms part of the Moorage License Agreement (the "Agreement") between Seattle Cedar Properties, LLC d/b/a Ballard Mill Marina ("Marina Owner") and the Licensee identified in the Agreement.

This Addendum applies to Licensees with an executed Liveaboard Addendum (Exhibit D), and to such other Licensees as Marina Owner may in its sole discretion elect to make this Addendum applicable. Non-Liveaboard Licensees without this Addendum remain subject to the day-parking and other vehicle rules set forth in the Marina Rules and Regulations. Capitalized terms used but not defined have the meanings given in the Agreement and the Standard Terms (Exhibit A).

By signing below, Licensee acknowledges receipt of this Addendum, has had the opportunity to review it, and agrees to be bound by all of its terms under the Washington Uniform Electronic Transactions Act and the federal E-SIGN Act.

	Name	Signature	Date
Primary Licensee:			

C1. Vehicle Information

Licensee shall provide the following information for each authorized vehicle:

	Vehicle #1	Vehicle #2
Vehicle Make		
Vehicle Model		
Year		
Color		
License Plate #		
Registration State		
Vehicle Owner Name		

C2. Use of Parking Space

Licensee is granted access (via parking pass, sticker, fob, or electronic access credentials, as Marina Owner may from time to time designate) for one (1) passenger vehicle at a time, in parking spaces designated by Marina Owner, subject to the parking rules in the Marina Rules and Regulations as in effect from time to time, and for no other purpose. Parking is by permission only and is revocable by Marina Owner in its sole discretion. The parking allotment is personal and non-transferable, and Licensee shall not sublet, rent, assign, or otherwise transfer it, or derive revenue from it. Additional or simultaneous vehicles (including second vehicles, work vehicles, box trucks, oversized vehicles, trailers, or trailered vessels) require a separate written parking agreement with Marina Owner,

unless Marina Owner confirms otherwise in writing on a case-by-case basis (e.g., short-term multi-vehicle access for a specific event or boat trip).

C3. Prohibited Uses

Storage of vehicles, items or other materials (other than inside or securely attached to the Licensee's vessel) requires a separate storage agreement to be executed with Marina Owner. Unless specifically approved in writing by Marina Owner the following uses are prohibited and constitute a Default of this Addendum: vehicle storage; seldom-used vehicles (used less than once every 15 days); vehicle maintenance (washing, bodywork, oil changes, engine work, etc.); equipment storage; oversize vehicles larger than parking spaces (including cargo vans, commercial vehicles, large trucks); improperly parked vehicles; trailer parking or storage (including vehicle/trailer combinations); unauthorized business use; vehicles leaking fluids; overnight parking of campers, trailers or recreational vehicles.

C4. Marina Owner's Lien; Right to Impound, Tow, and Remove

Marina Owner has a lien on any vehicle or trailered vessel left on Marina property in violation of this Addendum or the parking rules in the Marina Rules and Regulations for all unpaid parking fees, towing, storage, and administrative costs. Marina Owner may impound, tow, or remove any vehicle or trailered vessel at Licensee's cost that violates this Addendum, the parking rules in the Marina Rules and Regulations, or any posted restriction.

C5. Insurance; Waiver of Liability

Licensee's vehicle or trailered vessel is parked at Licensee's sole risk, and Marina Owner is not responsible for theft, damage, or other loss except to the extent caused by Marina Owner's gross negligence or willful misconduct. Licensee is fully responsible for damage caused by Licensee's own vehicle or trailered vessel and, without limiting the general indemnity provisions of the Standard Terms, shall indemnify, defend, and hold Marina Owner harmless from and against any Claims arising out of or in connection with any vehicle of Licensee's guests, invitees, contractors, or other persons invited or permitted by Licensee to park at the Marina.

C6. Posted Parking Rules

This Addendum is supplemented by the parking rules set forth in the Marina Rules and Regulations as in effect from time to time. In the event of any conflict, the more restrictive rule controls. Marina Owner may amend the Marina Rules and Regulations in its sole discretion upon reasonable notice.

EXHIBIT D

LIVEBOARD ADDENDUM

This Liveboard Addendum (this "Addendum") is entered into by and between Seattle Cedar Properties, LLC d/b/a Ballard Mill Marina ("Marina Owner") and Licensee(s) identified in the Moorage License Agreement to which this Addendum is attached (the "Agreement"). This Addendum is a precondition to any Liveboard Use and is separately signed by Marina Owner and Licensees / Occupants. Capitalized terms used but not defined have the meanings given in the Agreement and the Standard Terms (Exhibit A).

D1. Named Liveboard Occupants

Liveboard Use is authorized only for the Primary Liveboard Occupant and any Secondary Liveboard Occupants identified by name below. Addition, substitution, or removal of any Liveboard Occupant requires Marina Owner's prior written consent and a written amendment to this Addendum.

Primary Liveboard Occupant:	
Secondary Liveboard Occupant (if applicable):	
List any other Occupants / children / dependents who will also occupy the vessel with you:	

By signing below, Licensee acknowledges receipt of this Addendum, has had the opportunity to review it, and agrees to be bound by all of its terms under the Washington Uniform Electronic Transactions Act and the federal E-SIGN Act.

	Signature	Date
Primary Licensee:		

D2. Revocable License; Not a Tenancy

This Addendum authorizes Liveboard Use as a revocable license and not as a residential, floating-home, house-barge, or other tenancy. No landlord-tenant relationship is created under RCW 59.18, SMC 22.206, SMC 7.20, or any other residential statute or ordinance, and Licensee waives any claim that such a relationship has been created by conduct, course of dealing, or otherwise. The Vessel shall remain a vessel used for navigation and shall not be modified in any manner that would qualify it as a floating home, house barge, floating on-water residence, or vessel-with-dwelling-unit under applicable Law or the DNR Permit.

D3. Definition and Trigger

"Liveboard Use" means use of the Vessel as the primary or secondary residence of any person. A Licensee is deemed to be engaged in Liveboard Use if any person sleeps aboard the Vessel for ten (10) or more overnight stays in any calendar month. Liveboard Use without an executed Addendum is a breach of the Agreement and grounds for termination and for exercise of all Default remedies.

D4. Liveboard Cap and Fee

Marina Owner may, in its sole discretion, cap the aggregate number of liveboard authorizations consistent with the DNR Permit, applicable environmental permits, and Marina Owner's master-planning objectives. Licensee shall pay the monthly Liveboard Fee specified in the Basic Terms of the Agreement, in addition to Moorage Rent, utilities, and all other charges. The Liveboard Fee includes mailbox service at the Marina (no separate mailbox fee applies). Vehicle parking is not included in the Liveboard Fee and is governed separately by the Vehicle Parking and Trailered Vessel Addendum (Exhibit C), which each liveboard Licensee shall complete for each authorized vehicle. The Liveboard Fee does not abate during any period in which the Vessel or Licensee is absent

from the Berth and is payable in full for any partial calendar month of authorized Liveaboard Use unless otherwise agreed in writing by Marina Owner and Licensee is not in Default.

D5. Vessel Seaworthiness and Movement

The Vessel shall be maintained in operable, seaworthy condition at all times during Liveaboard Use. At Marina Owner's request, Licensee shall move the Vessel off the Berth under its own power within twenty-four (24) hours to demonstrate operability. Licensee shall cause the Vessel to be absent from the Marina under its own power for a minimum of twenty-one (21) cumulative days per calendar year to preserve the Vessel's navigational character, unless otherwise agreed in writing by Marina Owner and Licensee is not in Default. Marina Owner may inspect the Vessel on not less than thirty (30) days' prior written notice, and immediately in any emergency, to confirm seaworthiness, sanitation, and compliance with this Addendum.

D6. Sanitation; Pump-Out; Waste Management

Licensee shall pump out the Vessel's holding tank(s) at the Marina's designated pump-out facility or an approved off-site pump-out not less than once per calendar month, or more frequently as posted or required by applicable Law. Pump-out shall be performed either (a) by a Marina-approved pump-out vendor that submits a monthly list of pump-outs to Marina Owner, or (b) at Marina Owner's pump-out facility on a scheduled basis logged by Marina staff, which incurs a labor charge as set forth in the Schedule of Rates; unsupervised self pump-outs and unapproved vendors are not permitted. Licensee shall submit a completed Monthly Pump-Out and Waste Management Log on a form provided by Marina Owner by the fifth (5th) day of each month for the preceding calendar month, and upon request. Licensee acknowledges that Marina Owner is required to collect these records monthly and to report these records to the Washington Department of Natural Resources, and Licensee shall cooperate accordingly. Failure to submit the Log, or any discharge of blackwater, graywater, or hazardous material to the water, is a material breach of this Addendum and grounds for immediate revocation. Licensee shall not discharge graywater in quantities exceeding those permitted by applicable Law.

D7. Guests

Non-Licensee guests may stay aboard the Vessel for no more than three (3) consecutive nights in any single visit, and for no more than seven (7) nights in the aggregate in any calendar month, without Marina Owner's prior written consent. Extended guest stays, stays that function as tenancies, and any guest conduct in violation of the Agreement or the Marina Rules are prohibited and are grounds for revocation. Guests who violate the Marina's rules and regulations may be denied access at Marina Owner's discretion.

D8. Pets, Minors, and Mail

Licensee may keep no more than one (1) domestic pet aboard the Vessel. All pets require pre-approval in writing by Marina Owner, which approval Marina Owner may grant, condition, or deny in its sole discretion. If any pet is authorized, Licensee shall comply with all leash, waste-cleanup, and nuisance-animal rules posted by Marina Owner, and shall maintain pet-liability insurance in amounts Marina Owner may reasonably require. Minors may reside aboard the Vessel only if expressly identified as a Secondary Liveaboard Occupant or, in the case of short-term stays, as authorized guests within the Guests provisions of the Liveaboard Addendum limits. Mailbox service at the Marina for the Primary Liveaboard Occupant is included in the Liveaboard Fee. The Marina is not a residential address for purposes of voting, vehicle registration, or other government-agency filings; Licensee shall not represent the Marina's address as Licensee's residence for any such purpose.

D9. Utilities and Life Safety

Licensee shall connect the Vessel only through marine-grade shore-power cords and circuit protection, with no daisy-chained cords or non-marine cords. Licensee shall maintain working smoke detectors, carbon-monoxide detectors, and at minimum one Class B:C fire extinguisher aboard the Vessel at all times. Use of open-flame heating or cooking outside the Vessel's galley is prohibited. Electrical usage is metered where practicable; Licensee shall pay for electrical usage, billed on an actual or estimated basis (with estimated charges reconciled to actual usage or cost from time to time), as provided in the Utilities and Services Section of the Standard Terms and the Schedule of Rates.

D10. Insurance Supplement

Licensee shall maintain all insurance required by the Insurance Section of the Standard Terms, including the elevated liveaboard marine broad-form coverage specified in the Insurance Section of the Standard Terms. In addition, Licensee shall maintain (a) personal-property or renter's-type coverage for Licensee's personal effects aboard the Vessel (Marina Owner is not an insurer of contents); and (b) pet-liability coverage if any pet is authorized. Marina Owner and Wing Point Service Company, Inc. shall be named as Certificate Holders and Additional Insureds on each such policy.

D11. Parking (Liveaboard)

During Liveaboard Use, vehicle parking is governed by the Vehicle Parking and Trailered Vessel Addendum, which each liveaboard Licensee shall complete for each authorized vehicle, and by the parking rules in the Marina Rules and Regulations, and is not included in the Liveaboard Fee unless otherwise specified by Marina Owner. Any parking access (via parking pass, fob, or electronic access credentials, as Marina Owner may from time to time designate) is for one (1) passenger vehicle at a time. The parking allotment is personal to Licensee and non-transferable. Licensee shall not sublet, rent, assign, or otherwise transfer the parking allotment, allow any third party to use it, or derive any revenue, compensation, or benefit from the parking allotment. Licensee's access to the parking allotment is not contingent on Licensee owning or operating a vehicle; if Licensee does not use the allotment, no offset, credit, or refund applies. Any additional vehicle, second vehicle, work vehicle, box truck, or trailered vessel requires a separate written parking agreement with Marina Owner, unless Marina Owner confirms otherwise in writing on a case-by-case basis. Licensee shall complete the Vehicle Information fields in the Vehicle Parking Addendum for each authorized vehicle.

D12. Small Craft

Licensee shall comply with the Small Craft Section of the Standard Terms (which applies to all Licensees, including liveaboards). All small craft shall be securely stored aboard the Vessel or in Marina-provided storage at the then-current Schedule of Rates.

D13. Term; Revocability; Non-Transferability

This Addendum is effective upon mutual execution and continues until the earliest of (a) termination of the Agreement; (b) sale or transfer of the Vessel; (c) Marina Owner's revocation upon thirty (30) days' written notice for any reason (including without limitation the liveaboard cap, permit changes, or a pattern of rule violations); or (d) immediate revocation by Marina Owner for any material breach of this Addendum, the Agreement, the Marina Rules, or the DNR Permit. Liveaboard authorization is personal to the named Liveaboard Occupants, does not run with the Vessel, and does not transfer to any purchaser, sub-licensee, or assignee. Termination of this Addendum does not automatically terminate the Agreement; however, termination of the Agreement terminates this Addendum.

D14. Travel Hold Status

Licensee may request, by email at least thirty (30) days in advance, that this Addendum be placed on Travel Hold for a period Marina Owner may approve, typically between sixty (60) and one hundred twenty (120) days but which Marina Owner may adjust in its sole discretion. Marina Owner may grant, condition, deny, or revoke Travel Hold in its sole discretion; verbal requests are not effective and all approvals must be in writing.

During any approved Travel Hold: (a) Moorage Rent and all other charges continue in full; (b) Licensee shall pay fifty percent (50%) of the then-current Liveaboard Fee (or such other amount as Marina Owner establishes in writing); (c) no person may sleep aboard the Vessel, no pet may remain aboard, and the parking allotment is suspended (Licensee shall remove any vehicle from the Marina or execute a separate vehicle storage agreement); (d) the Vessel shall remain in its Berth in seaworthy condition; (e) Licensee remains subject to all other Addendum obligations, including sanitation, pump-out, and insurance; and (f) the liveaboard authorization remains in effect for purposes of the DNR Permit liveaboard count. Travel Hold does not run with the Vessel, confers no third-party rights, and terminates upon termination of the Agreement or this Addendum, sale or transfer of the Vessel, or Marina Owner's written revocation (seven (7) days' notice).

D15. Integration; Cross-Reference

This Addendum is governed by and supplemental to the Agreement and the Standard Terms. In the event of conflict between this Addendum and the Agreement or the Standard Terms, this Addendum controls with respect to Liveaboard Use only; otherwise the Agreement and the Standard Terms control. Sections A6, A7, A9, A10, A11, A12, A15, A17, and A18 of the Standard Terms are incorporated herein and apply to Liveaboard Use without modification.

EXHIBIT E

VESSEL OWNER CONSENT & JOINDER

This Vessel Owner Consent & Joinder (this "Joinder") is executed by the registered title owner(s) of the Vessel identified in the Moorage License Agreement (the "Agreement") to which this Joinder is attached, if the registered title owner is not the same individual as the Primary Licensee. Capitalized terms used but not defined have the meanings given in the Agreement and the Standard Terms (Exhibit A).

E1. Registered Vessel Owner Information

	Vessel Owner #1	Vessel Owner #2
Name (individual or entity)		
If Entity, State of Formation		
Authorized Signer (for entity ownership)		
Email		
Phone		
Address		
City		
State		
Zip Code		

If there are three or more registered co-owners, attach an additional fully executed Exhibit E for each additional owner. Each owner must execute and deliver their own Exhibit E unless the requirement is waived or delayed by Marina Owner in writing in accordance with Section E6.

E2. Consent and Joinder

The undersigned registered vessel owner ("Owner") represents that Owner holds title to the Vessel identified in the Agreement. Owner consents to the Vessel's moorage at the Marina under the Agreement and, by signing below, joins in and agrees to be bound by Sections A7, A9, A10, A11, A15, and A17 of the Standard Terms as if Owner were the Licensee thereunder, solely with respect to the Vessel and Marina Owner's rights and remedies concerning the Vessel. Without limiting the foregoing, Owner expressly consents to the Election to Take Title and Release of Disposition Claims provisions of the Standard Terms and joins in the waivers and releases set forth therein as if Owner were the Licensee.

E3. Limited Power of Attorney

Owner irrevocably appoints Marina Owner, its officers, and its authorized agents as Owner's attorney-in-fact, coupled with an interest (Marina Owner's statutory and contractual Lien on the Vessel), on the same terms and with the same powers as set forth in the Limited Power of Attorney provisions of the Standard Terms.

E4. Notice; Waiver of Privity Defense

Notice to Owner is effective if sent by the methods set forth in the Notices Section of the Standard Terms to the Owner Address or the Owner Email set forth above, or to Licensee's address or email, and Owner waives any claim that Owner was not given notice based on lack of privity with Marina Owner.

E5. Disclosure of Lienholders and Secured Parties

Owner warrants that no person or entity other than those disclosed in the Agreement or in writing to Marina Owner has an ownership, lien, or security interest in the Vessel. Owner shall notify Marina Owner in writing of any change within five (5) days.

E6. Marina Owner's Waiver Right

Marina Owner may, in its sole discretion and on a case-by-case basis, waive or delay the requirement that this Joinder be executed, including in circumstances involving Vessels delivered through a licensed yacht broker, Vessels in transitional ownership status, or other circumstances Marina Owner deems appropriate. Any waiver or delay shall be in writing (email acceptable), may be conditioned on such terms as Marina Owner may require (including posting of additional security, proof of insurance naming Marina Owner as additional insured, or a written undertaking by the broker or intermediary), shall not constitute a waiver for any other transaction or any renewal, and may be revoked by Marina Owner at any time upon reasonable notice, whereupon Owner shall execute and deliver this Joinder within ten (10) business days. This waiver right is for Marina Owner's sole benefit and does not relieve Licensee of any obligation under the Agreement or the Standard Terms.

Executed by each Owner and acknowledged by Marina Owner as of the Effective Date of the Agreement. Each registered title owner must sign below. If additional owners, attach a separate Exhibit E for each.

VESSEL OWNER #1:

Signature: _____

Print Name: _____

Title (if entity): _____

Date: _____

VESSEL OWNER #2 (if applicable):

Signature: _____

Print Name: _____

Title (if entity): _____

Date: _____

MARINA OWNER:

SEATTLE CEDAR PROPERTIES, LLC D/B/A BALLARD MILL MARINA

By: Wing Point Service Company, Inc. D/B/A Wing Point Partners

Its: Property Manager

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F

MARINA RULES & REGULATIONS

These Marina Rules and Regulations (the "Rules") govern all use of Ballard Mill Marina (the "Marina"). The Rules supplement and are incorporated by reference into each Moorage License Agreement (the "Agreement") between Seattle Cedar Properties, LLC d/b/a Ballard Mill Marina ("Marina Owner") and each Licensee. In the event of any conflict between the Rules and the Agreement or its Standard Terms, the Agreement and Standard Terms control. Marina Owner may amend the Rules from time to time in its sole discretion upon reasonable notice (email to the address Licensee has provided shall constitute notice).

MARINA INFORMATION

Marina Address: 4733 Shilshole Ave NW, Seattle, WA 98107
Marina Manager E-Mail: manager@ballardmillmarina.com
Billing E-Mail: accounting@ballardmillmarina.com
Marina Hours: As posted on the Marina website

VESSEL STANDARDS, UPKEEP, AND DOCUMENTATION

Seaworthiness

1. All vessels moored in the Marina shall at all times be completely without hazardous conditions, seaworthy, and ready for immediate cruising in local waters. Vessels must be capable of safely maneuvering under their own power using a propulsion system consistent with the vessel's original design. Vessel hull, keel, decking, cabin, and mast must be structurally sound and generally free from dry rot or similar defects. Marina Owner may require a Licensee to demonstrate the seaworthiness of their vessel at any time.
2. Vessels that, in Marina Owner's determination, do not meet normal safety standards or, because of their size or construction, are hazardous to the premises or other vessels or facilities, may have their License terminated and must leave the premises.

Appearance and Cleaning

1. All vessels must be kept in a presentable condition. Canvas covers, decks, and siding shall be kept free of moss and mildew. No storage of loose items on deck; items stored on deck must be secured and customary to the operation of the vessel. Storage of dinghies and bicycles on deck is permitted if they are secured.
2. When pressure washing or cleaning any equipment, machinery, or floating or fixed structures, Licensee shall avoid scouring the substrate and damaging any aquatic land and vegetation. The following apply:
 - a. If equipment contains or is covered with petroleum-based products: (1) Licensee shall not pressure wash such equipment in or over the water, and (2) all wash water must be contained and taken to an approved treatment facility.
 - b. Non-organic debris resulting from pressure washing shall be collected or swept up and disposed of at an upland location.
 - c. Pressure washing shall use clean water only; no detergents or cleaning agents shall be added to the pressure washing unit. Pressure washing of painted surfaces shall use filter fabric to contain paint particles.

Tenting and Tarping

1. Tented vessels are prohibited except with Marina Owner's prior written permission for appropriate repairs or improvements, for a maximum of three (3) months in any two-year period. Licensee must provide a scope of work and timetable for completion. After the allotted period, tented structures or non-compliant tarps must be removed.
2. Custom-made canvas tarps are permitted. Emergency tarping is permitted for one (1) month with written notice to the Marina manager. White tarps are preferred (least noticeable). Vessels that cannot be made weatherproof must be relocated to covered moorage.
3. Failure to remove previously authorized tents / tarps within 3 days of Manager request will result in rule violation / non-compliance fees as provided for in the Schedule of Rates. Non-compliant tarps (tarpaulin material, etc...) will be assessed non-compliance / violation fees as provided for in the Schedule of Rates.

Repairs and Maintenance

1. Slip-side vessel maintenance is limited to (a) interior vessel repair and cleaning, and (b) 25% of the exterior of the vessel above the deck at any one time, including minor sanding, painting, varnishing, scraping, and touch-ups to the superstructure, deck, and fiberglass hull above the waterline. Hull scraping, cleaning with toxic substances, and painting below the deck are prohibited. State law prohibits hull cleaning of vessels treated with sloughing and ablative anti-fouling paints and time-based compounds. Extensive repair work and bottom cleaning shall be performed at a permitted commercial boatyard.
2. Except for entering or leaving slips, main engines, power-generating equipment, and other noise-making machinery may not be operated between 5:00 p.m. and 9:00 a.m. Engines shall not be operated in gear while the vessel is secured to the dock, and unnecessary engine operation in slips is not permitted.

Vessel Identification and Registration

1. Each vessel moored at the Marina must display current and valid U.S. Coast Guard documentation or Washington State registration, visible from the dock. Licensee shall provide annual proof of current documentation or registration to the Marina office. Expired documentation or registration beyond thirty (30) days may result in a monthly expired-registration fee, as set forth in the Schedule of Rates, and may constitute a Default under the Agreement.

MOORAGE REQUIREMENTS

1. Licensees are responsible for adequate fendering to protect adjacent vessels and for securely mooring their vessels with adequate bow, stern, and spring lines. A minimum of four (4) lines is required. If the Marina determines a vessel's mooring lines are unsafe, Marina Owner may replace them at the Licensee's cost. Gear that chafes the docks may not be used.
2. Vessels and floating structures shall not come into contact with underlying tidelands or bedlands (commonly "grounding out") at any time.
3. No objects or materials shall be attached or installed on the docks. No portion of any vessel (including bow sprit, plank, bow pulpit, or swimstep) shall overhang the walkway or extend into the waterway at any time.

4. Dock lines shall be maintained in a safe, non-chafed manner and be of adequate size for the vessel. Halyards shall be tied off to eliminate unnecessary noise. Spotlights, mast and rigging lights, horns, sirens, and hailers shall be turned off while vessels are moored.

SAFETY

1. Any vessel, vehicle, property, gear, or equipment shall be parked, stored, moored, or maneuvered in a safe and orderly manner.
2. Vessels maneuvering under sail within the confines of the Marina is prohibited. A vessel may maneuver under sail to enter and exit the Marina only when sail is the vessel's sole means of propulsion.
3. The movement of vessels within the moorage area (between piers) must be for the purpose of mooring, entering, or leaving a slip only. Random cruising is not permitted.
4. The Marina harbor speed limit is four (4) knots and no wake.
5. Water-skiing, jet-skiing, scuba diving, and use of any unconventional or hazardous vessel, raft, or contraption is prohibited within the Marina.
6. Children under the age of twelve (12) are required to wear a life jacket while on docks or vessels and must have adult supervision.
7. Storage of flammable, combustible, or explosive materials or substances aboard any vessel — including without limitation gasoline, diesel, kerosene, solvents, paint thinners, oxygen, acetylene or other compressed flammable gases, fireworks, and similar substances — is prohibited, except for: (a) fuel contained in the vessel's permanently installed fuel tanks and fuel systems; (b) propane or similar fuel in marine-rated cylinders properly secured in dedicated, vented storage compartments designed for that purpose; and (c) reasonable quantities of routine vessel-operation and maintenance products stored in their original, sealed containers in compliance with applicable law and manufacturer instructions. Bulk or reserve fuel storage aboard any vessel (including portable containers, jerry cans, or drums) is prohibited without Marina Owner's prior written approval.

DOCK CLEANLINESS

1. No storage of any kind is permitted on BMM docks, floats, and piers, including crab pots, boating equipment, containers, extra chain or lines, buckets, and similar items. Reasonably sized boat steps are permitted at Marina Owner's discretion. Continued rule or policy violations may result in a rule violation / non-compliance fee and termination of the License.
2. Dock boxes, where provided, are for dry boating gear and equipment only. Storage of liquids, explosives, flammables, toxins, or any hazardous material in a dock box is strictly prohibited. Dock boxes must be emptied and cleaned at the termination of the License.
3. Dock carts are provided for the transportation of boating equipment and gear only and within the Marina. Dock carts are not allowed off Marina property for any reason. Dock carts shall be returned to the top of the corresponding ramp or dock immediately after use.
4. All tenders, kayaks, paddleboards, dinghies, and similar small craft shall be stored either (a) aboard the vessel in a secured manner, or (b) in Marina-provided storage at the then-current Schedule of Rates. On-dock, in-water, and on-finger storage of such craft is prohibited except as expressly authorized in writing by Marina Owner. This rule applies to all Licensees, including liveaboards, and is a restatement of Section A12 of the Standard Terms.

SHORE POWER AND UTILITIES

1. All shore power cords shall be UL-approved marine-grade cords with a twist-lock configuration or SmartPlug connection. Cords must be in good condition. Use of adapters, splitters, or “pigtailed” is prohibited without Marina Owner’s prior written approval, which approval may be granted, conditioned, or denied in Marina Owner’s sole discretion. Cords should only be connected to and disconnected from the power pedestal when the breaker is in the “Off” position.
2. Shore power cords shall not be left on the dock while the vessel is out of the slip, and shall not drape into the water.
3. Use strain-relief mechanisms at the pedestal or on the dock to avoid tension on the cord/receptacle connection. Cords shall be long enough to avoid routing directly from the pedestal to the boat.
4. Cords and hoses shall be routed on the dock to keep walking areas free of trip hazards.
5. No EV (electric car / truck / motorcycle / bike / scooter) charging via power stands intended for marine use.

Water Utilities

1. Marina Owner may meter or otherwise regulate water usage. Hoses shall be disconnected when not in use and shall not be left pressurized on the dock. Vessels with a length overall greater than fifty (50) feet must have their own onboard pump for domestic water use.
2. Licensee shall not connect marina water supply directly to the vessel without Marina Owner’s prior written consent. Dock water and fire-hydrant service may be disconnected from time to time during winter months to protect from freezing.

CHANGES TO MOORAGE

1. **Slip Changes:** A slip change request allows a Licensee to request a change of berth. Change requests may be between slips of the same size for a preferred tie or location, or to a different-size slip. A one-time change request fee applies, as set forth in the Schedule of Rates. The request form is available at the Marina office. Fulfillment depends on availability, slip turnover, and the Licensee’s preferences.
2. **Sale or Change of Vessel:** Moorage is non-transferable unless otherwise agreed in writing by Marina Owner. If a vessel in the Marina is sold, the new owner must submit a new application for moorage. If a Licensee is purchasing a replacement vessel, Licensee must notify the Marina manager and complete a change-of-vessel form; any replacement vessel requires Marina Owner’s prior written approval.
3. **No subleasing is permitted** unless otherwise agreed in writing by Marina Owner. The berth must be occupied by the approved vessel, and the vessel may not be leased, chartered, or occupied by any party other than the Licensee and authorized guests as permitted under the Agreement. See the Standard Terms for the complete assignment, sublet, and guest-vessel regulations.

LIVEABOARD RULES

1. Liveaboard use requires an executed Liveaboard Addendum and Marina Owner’s prior written approval. Liveaboard moorage is a revocable privilege, not a property or tenancy right.
2. A Licensee is deemed to be engaged in Liveaboard Use if any person sleeps aboard the vessel for ten (10) or more overnight stays in any calendar month. The Liveaboard Addendum controls with respect to liveaboard-specific rules (pets, guests, parking, sanitation, travel hold, and insurance supplement). See the Liveaboard Addendum for details.

3. **Sewage Disposal:** Liveaboard vessels shall have a working holding tank for all heads on board. Y- valves shall be closed while moored in the Marina. Marina Owner may inspect liveaboard vessels for compliance. Every liveaboard vessel shall have its holding tank(s) pumped out at least once per calendar month unless otherwise agreed in writing by Marina Owner (for example if the vessel has Liveaboard travel hold status). Pump-out shall be performed either (a) by a Marina-approved pump-out vendor (for example, Pump Out Seattle) that submits a monthly list of pump-outs to the Marina, or (b) at the Marina's pump-out facility on a scheduled basis and must be logged by Marina staff, which incurs a labor charge as set forth in the Schedule of Rates. Unsupervised self pump-outs and unapproved vendors are not allowed.
4. **Pumpout Records:** Each liveaboard shall submit monthly pump-out records to the Marina by the fifth (5th) day of the following month, or upon request at any other time. Failure to submit pump-out documentation will result in a fee as set forth in the Schedule of Rates and may constitute a Default. Marina management may request and obtain pumpout records from approved providers in the Salmon Bay canal.
5. **Pets:** Liveaboards may keep no more than one (1) domestic pet aboard, and all pets require pre-approval in writing by Marina Owner in its sole discretion. Pets must be kept on a leash at all times on docks and Marina property. Aggressive, disruptive, or excessively noisy pets are not permitted. Pet-liability insurance may be required. See the Liveaboard Addendum for additional details.

ENVIRONMENTAL PROTECTION & TRASH / RECYCLING HANDLING

1. **Garbage and Recycling:** Licensees shall place all refuse in appropriate bins — garbage, recycle, food waste, following the posted pickup schedule. If the dumpster is full, use smaller bins by the dumpster, and please break down cardboard boxes before placing them in dumpsters. Take reusable items to Goodwill or similar donation facilities.
2. Garbage service is for Marina Licensees only. Report any unauthorized use to the Marina office.
3. A small amount of construction debris may be placed in the dumpster on garbage pickup morning if space allows; otherwise it must be taken to the transfer station.
4. Do not dispose of used oil, paint, or chemicals in dumpsters. Used oil may be taken to Ballard Oil on Shilshole Avenue or other professional disposal facilities. Management may remove unattended hazardous materials and charge licensees for disposal.
5. Paint, solvents, and chemicals must be taken to the transfer station.

Environmental Best Management Practices (BMPs)

Pursuant to the City of Seattle, Washington Department of Ecology, U.S. Coast Guard, and the federal Clean Water Act, Licensees shall follow the following Best Management Practices:

1. Use natural and toxic-free cleaners or other products that drain into the water.
2. Limit graywater by minimizing water use.
3. Discharge of sewage from vessel toilets while in the Marina is prohibited. All sewage must be disposed of via a commercial pump-out service or the pump-out facility at the end of E-Dock or Fisherman's Terminal across Salmon Bay. Portable sanitation devices may not be emptied in any Marina toilet facility.
4. Garbage, food scraps, compostable materials, and recyclables must be disposed of in appropriate on-land receptacles.
5. All outside materials must be stored securely to prevent entry to the water.
6. Herbicides, pesticides, and fertilizers are prohibited on vessels, marina floats, and piers.

7. When using hazardous or toxic products on a vessel, use double-containment to capture spills.
8. An absorbent-material spill kit must be on hand to respond to oil, fuel, or fluid spills. Do not use detergents on a fuel/oil spill in the water.
9. Used absorbent materials must be wrapped in newspaper, double-wrapped in plastic, and disposed of in the garbage.
10. Non-commercial slip-side vessel maintenance is limited to interior repair/cleaning and 25% of the exterior above the deck at any one time. Hull scraping, cleaning with toxic substances, and painting below the deck are prohibited.
11. Discharge of contaminated bilge water is illegal. Vessels with automatic bilge pumps shall be maintained so that waste materials are not pumped into the water. Small quantities of oily bilge water (less than 30 gallons) may be pumped out via the Marina's sewage pump-out; larger quantities require a commercial hauler.

Spill Response Contacts: In the event of a fuel, oil, or hazardous material spill, Licensee shall immediately notify:

1. U.S. Coast Guard National Response Center: 1-800-424-8802
2. Washington State Spill Report Line (Emergency Management Division): 1-800-258-5990
3. Oil or Hazardous Material Spill Hotline: 1-800-OILS-911 (1-800-645-7911)
4. Marina Office: manager@ballardmillmarina.com or the office phone posted at the Marina

ACCESS, FOBS, AND KEYS

Dock Access Fobs

1. One dock-access key fob (or equivalent electronic access credential) is included with the Application Fee set forth in the Schedule of Rates. Lost or unreturned fobs are subject to the Lost Fob Replacement Fee as set forth in the Schedule of Rates. Duplication of access keys is prohibited.
2. An Emergency Access / After-Hours Lockout Fee applies for after-hours or unscheduled lock-out assistance.
3. Fobs, access codes, and electronic access credentials are personal to Licensee, are non-transferable, and may not be loaned, shared, copied, or otherwise made available to any third party; any Licensee who does so shall be subject to a Rule Violation / Non-Compliance Fee per occurrence and may have the Moorage License Agreement terminated in Marina Owner's sole discretion. Access may be deactivated in connection with any Default, non-payment, or policy violation, with reactivation at Marina Owner's sole discretion.

PARKING

Parking at the Marina is a revocable privilege, not a property or tenancy right. Marina Owner may relocate, suspend, or terminate any parking privilege at its sole discretion upon reasonable notice (in an emergency, without advance notice). All parking is subject to designated parking spaces, posted signage, and these rules.

Liveaboard Licensees

1. Liveaboard Licensees' vehicle parking is governed by the Vehicle Parking and Trailered Vessel Addendum (Exhibit C to the Moorage License Agreement), which each liveaboard Licensee shall

complete for each authorized vehicle, and by these Rules; vehicle parking is not included in the Liveaboard Fee.

2. Any parking access provided is for one (1) passenger vehicle at a time. The parking allotment is personal and non-transferable, and may not be sublet, rented, assigned, or otherwise transferred, nor may any Licensee derive revenue or other compensation from it.
3. Access is not contingent on actually owning or operating a vehicle; no offset, credit, or refund applies if the Licensee does not use the allotment. Additional or simultaneous vehicles (including a second vehicle, work vehicle, box truck, oversized vehicle, trailer, or trailered vessel) require a separate written parking agreement with Marina Owner, unless Marina Owner confirms otherwise in writing on a case-by-case basis (e.g., short-term multi-vehicle access for a specific boat trip or event).

Non-Liveaboard Licensees (Transient Day Parking)

1. Non-Liveaboard Licensees may use day parking at the Marina, subject to these Rules. Day parking is limited to no more than one (1) overnight stay per single visit, and no more than four (4) overnight stays in any calendar month, without Marina Owner's prior written approval.
2. Casual overnight use (for example, leaving a vehicle overnight after visiting nearby restaurants and returning by other means) is permitted within these limits, but extended or repeated overnight use beyond these limits requires prior approval.
3. Dedicated or recurring parking beyond day-use limits requires a separate written parking agreement. Non-Liveaboard Licensees shall provide Marina Owner with current vehicle information (make, model, color, license plate, and state of registration) for any vehicle regularly parking at the Marina; such information is maintained operationally by Marina Owner for security and identification purposes and is not a term of the Moorage License Agreement.

Fobs and Access Codes

1. Fobs, access codes, and electronic access credentials are personal to Licensee, are non-transferable, and may not be loaned, shared, copied, or otherwise made available to any third party.
2. Any Licensee who provides, shares, or discloses a fob, access code, or electronic access credential to a third party shall be subject to a Rule Violation / Non-Compliance Fee per occurrence as set forth in the Schedule of Rates and may have the Moorage License Agreement terminated in Marina Owner's sole discretion.
3. Marina Owner may implement an expanded electronic access-control system, after which Marina Owner may provision temporary guest codes at its discretion; Licensees shall route any guest-access requests through the Marina office rather than sharing credentials.

Use of Space; Prohibited Uses

1. Licensee shall park only vehicles owned or regularly operated by Licensee (or by a permitted guest, subject to these Rules), and only in designated spaces. All parked vehicles shall be maintained in good operating condition.
2. Habitational use or overnight occupancy of any vehicle at the Marina is prohibited. Personal items and equipment shall be contained within the vehicle at all times.
3. The following uses are prohibited and subject to the Rule Violation / Non-Compliance Fee: vehicle storage; seldom-used vehicles (used less than once every 15 days); vehicle maintenance (washing, bodywork, oil changes, engine work, etc.); equipment storage; oversized vehicles larger than parking spaces (including cargo vans, commercial vehicles, and large trucks) without specific written approval; improperly parked vehicles; trailer parking or storage (including vehicle/trailer combinations) without a separate parking agreement; unauthorized business use; vehicles leaking

fluids; campers or recreational vehicles used for overnight stays; and antique, collectible, or high-sentimental-value vehicles (Licensee waives any claim for emotional or sentimental attachment).

Relocation; Right to Tow; Vehicle Maintenance

1. In an emergency, to perform maintenance or repairs, in the event of rent non-payment, or to enforce these Rules, Marina Owner may relocate any vehicle. Marina Owner may tow, impound, or remove any vehicle at Licensee's cost in accordance with applicable Law (including RCW 46.55 where applicable) and any posted notice requirements.
2. Licensee shall not perform maintenance, repairs, or dismantling of any vehicle at the Marina. Portable fuel tanks, gasoline, diesel, oil, or other hazardous materials shall not be stored in or transferred to or from vehicles at the Marina.

Risk of Loss; Guest-Vehicle Indemnity; Authorized Entry

1. Vehicles are parked at the owner's sole risk. Marina Owner is not responsible for theft, damage, or other loss to any vehicle parked at the Marina, except to the extent caused by Marina Owner's gross negligence or willful misconduct.
2. Licensee is fully responsible for damage caused by Licensee's own vehicle, and shall indemnify, defend, and hold Marina Owner harmless from and against any claim arising out of or in connection with any vehicle of Licensee's guests, invitees, contractors, or other persons Licensee permits or invites to park at the Marina.
3. See the Indemnity provisions of the Standard Terms for the general indemnity framework. Any person presenting or using a valid fob, access code, or electronic access credential, or any person presenting a key to a parked vehicle, shall be presumed by Marina Owner to have Licensee's authorization to enter the Marina and, if applicable, to remove the vehicle from the premises. Licensee shall promptly notify Marina Owner of any lost or compromised credential.

PACKAGE DELIVERY

1. Marina Owner may, as a convenience to Licensees, permit package delivery to the Marina. This is a revocable convenience, not a service Marina Owner provides or insures.
2. Marina Owner is not responsible for theft, damage, loss, or misdelivery of any package. Licensees shall reclaim packages promptly.
3. If a package remains unclaimed for more than three (3) consecutive days after Marina Owner notifies the Licensee, Marina Owner may dispose of the package in its sole and reasonable discretion at the Licensee's cost (which may include the Rule Violation / Non-Compliance Fee and any reasonable disposal costs).

SECURITY AND SAFETY MONITORING

1. The Marina uses security cameras and access-control systems in parking areas, docks, gangways, and common areas for safety, incident response, and rule enforcement. Images and access-event data may be recorded, retained for a reasonable period, and shared with law enforcement, insurers, or affected parties in connection with an incident or legal request.
2. See the Security and Safety Monitoring provisions of the Standard Terms for details. Posted signage at Marina entry points provides additional notice of video surveillance.

CONDUCT

1. **Quiet hours:** 10:00 p.m. to 7:00 a.m. Noise must be kept to a minimum during quiet hours. Abusive, threatening, or disruptive language or behavior is prohibited at all times.
2. **Behavior**
 - a. Threatening any other individuals or obstructing the movement or safe operation of vehicles, vessels, or individuals will be grounds for immediate termination.
 - b. Loud or boisterous conduct, sleeping in vehicles, lewd or lascivious conduct, unnecessary horn use, and changing clothes in vehicles or publicly anywhere on the premises is not permitted.
 - c. Licensees and guests will not maintain anything that may be dangerous to life or limb or permit any objectionable noise or odor, and will not create a nuisance or disturb any other Licensee, guest, or lessee of the Marina.
 - d. Drinking of alcoholic beverages, except on licensed premises or private vessels, is prohibited. Any illegal use or exchange of illegal substances on the premises is expressly forbidden.
 - e. Concerns about rule violations should be reported to Marina Management. No marina licensee or occupant should attempt to enforce rule violations. Doing so will be cause for termination.
 - f. No fishing or swimming inside the Marina, for safety and security reasons.
3. **Repair Work**
 - a. No major repair work, outfitting, spray-painting, sandblasting, sanding, welding, or burning on vessels without Marina Owner's specific approval and, where applicable, a Fire Department permit.
 - b. Transfer of fuels, oils, lubricants, or other flammable liquids, from vessel to dock or dock to vessel, is strictly prohibited.

FEES, LABOR RATES, AND SCHEDULE OF RATES

1. All fees, charges, and rates applicable to Licensee's use of the Marina — including the liveaboard fee, pet fee, dinghy and kayak storage fees, labor rates, slip-change fees, lost fob replacement fee, and rule violation / non-compliance fees — are set forth in the Marina's then-current Schedule of Rates posted at the Marina office.
2. Marina Owner may amend the Schedule of Rates from time to time in its sole discretion upon reasonable notice.
3. Labor performed by Marina staff to enforce Rules or perform emergency repairs or maintenance will be billed at the standard labor rate set forth in the Schedule of Rates. Labor performed outside business hours or on weekends will be billed at 150% of the standard rate.

ENFORCEMENT AND NON-COMPLIANCE

1. Marina Owner may, in its sole discretion, warn, fine, suspend access, revoke privileges, or terminate the License for any violation of these Rules.
2. Rule Violation / Non-Compliance Fees are set forth in the Schedule of Rates. A pattern of Rule violations constitutes a Default under the Agreement.
3. Licensee's indemnity obligations under the Agreement apply to all costs, expenses, and damages arising from Licensee's (or Licensee's guests' or invitees') Rule violations.

INSURANCE

1. Each Licensee shall maintain all insurance required under Section A of the Standard Terms, including without limitation marine public liability and property-damage liability, marine broad-form coverage for liveaboards, hull and machinery, and pollution and environmental liability.
2. Policies must name Seattle Cedar Properties, LLC and Wing Point Service Company, Inc. as additional insureds. See Section A of the Standard Terms for complete requirements.
3. These Rules do not modify the Standard Terms insurance requirements; in the event of conflict, the Standard Terms control.