



**OUTSIDE VENDOR LICENSING REQUIREMENTS, RELEASE AND
INDEMNIFICATION AGREEMENT**

THE HARBOR MARINA, LLC dba GIG HARBOR MARINA AND BOATYARD

January 23, 2015

The undersigned Vendor and The Harbor Marina, LLC dba Gig Harbor Marina and Boatyard ("GHMB") agree as follows. The Vendor is allowed to work on boats within the Marina in return for agreement to the terms set forth herein and its agreement to comply with all Marina Rules and Marina Best Management Practices.

To keep the Marina operating in a safe, clean, and professional manner, the below Vendor agrees to following requirements.

It is specifically agreed that Vendor shall at all times meet GHMB's expectations, on behalf of the vessel owner, that Vendor's workmanship, methods, and materials shall be of high quality and standards, shall represent and utilize the best available technologies to assure consistently superior results and shall not diminish or detract from the general appeal and status of the Marina. Nothing in this Agreement entitles Vendor to use of any upland yard facility or any other facilities of the Marina without the prior specific approval of GHMB.

If required by GHMB, prior to GHMB signing this Agreement, Vendor shall supply GHMB with a certificate of insurance showing the Vendor's general liability coverage with a company reasonably acceptable to GHMB and with limits of coverage reasonably acceptable to GHMB. Vendor's insurance (____ shall/ ____ shall not) include coverage for hazardous materials liability. The policy shall name The Harbor Marina, LLC dba Gig Harbor Marina and Boatyard as additional named insured. Thirty days prior to any termination, cancellation or change of said insurance coverage, Vendor shall supply GHMB with a new certificate of insurance. Failure by the Vendor to carry the above noted amounts of general liability insurance at any time during the term of this Agreement shall automatically terminate this Agreement and Vendor's authorization to work on boats within the Marina.

Vendor shall indemnify and defend and hold harmless GHMB, its employees, and agents against any and all claims, demands, losses, or liability of whatsoever nature, in equity, or at law, arising out of or related to Vendor's activities in the Marina. This agreement to defend, indemnify and hold harmless shall survive any termination of this Agreement. Vendor releases CPM from any and all claims and causes of action arising from or related in way to the Vendor's work at the Marina.

Prior to performing or providing services for the boat owner which may create objectionable noise or odors or obstruct or delay boat traffic in the Marina, Vendor shall get approval from GHMB. Vendor shall report to GHMB what Services will be performed, for whom the services will be performed and when the performance of services will commence and finish.

On a daily basis, Vendor shall remove all materials, scraps, tools, and Vendor generated debris of any kind from the Marina premises, including but not limited to all floats and approaches. Vendor shall not, by action or by failure to act, hinder or endanger the passage or activities of either the boat owners or GHMB. Vendor shall keep noise and disturbance to a minimum while performing or providing services at the Marina.

GHMB may provide Vendor with a pass code to the Marina that Vendor agrees to keep confidential.

Vendor agrees to comply with and abide by all Marina, local, state, county, Coast Guard and U.S. government laws, regulations or rules of any kind. Vendor shall comply with and abide by all applicable local, state, or federal environmental laws, regulations, rules, orders or decrees concerning the use, labeling, transfer, treatment or disposal of hazardous materials.

GHMB, at its sole option, may terminate the Vendor's privilege of working in the Marina and may immediately and without notice or delay deny Vendor access to the Marina.

GHMB is entitled to all of its costs in enforcing this agreement, including, In the event legal proceeding shall be initiated in order to enforce rights hereunder, the prevailing party in such proceedings shall be entitled to recover all of its reasonable attorneys' fees and costs, including such fees and costs incurred in enforcing Vendor's indemnity obligations.

I have read, understand, and agree to these requirements for providing services within The Harbor Marina, LLC, d/b/a Gig Harbor Marina and Boatyard including the Moorage Rules (Exhibit C hereto) and Marina Best Management Practices (Exhibit D hereto) which are attached hereto.

DATED this ____ day of _____, 20 ____.

**THE HARBOR MARINA, LLC dba,
GIG HARBOR MARINA and BOATYARD**

VENDOR:

By: Ronald E. Roark

By:

Its: Managing Member

Its:

Address:

ADDENDUM A

SERVICES TO BE PERFORMED

January 23, 2015

Services to be performed by Vendor are **required** to fall within the following description:

Engine repair or maintenance conducted within the engine space without vessel haul-out, topside cleaning, detailing and bright work, electronic servicing and maintenance that does not require haul-out, vessel rigging, minor repairs or modifications to the vessel's superstructure and hull above the waterline (i.e. 25% or less of the vessel's surface area above the waterline).

Services that are currently allowed may change without notice as deemed by GHMB due to regulatory changes, necessity or hazardous situations.

Examples of Services that are **NOT** allowed by the Vendor include by are not limited to:

Under water hull cleaning, sand blasting, welding, fueling vessels, extensive sanding or grinding, bilge cleaning, fiberglass repairs.

The following Services will be performed by Vendor: (list Services)

*Vendor must notify GHMB in writing before any additional Services are performed.

The Harbor Marina, LLC dba
Gig Harbor Marina and Boatyard

_____ Date

_____ Vendor Signature