

## **MMBWOA ANCHORING AGREEMENT**

This agreement is between \_\_\_\_\_ Located  
(landowner's name)

at \_\_\_\_\_  
(address)

legal owner of tax parcels numbered \_\_\_\_\_; and

\_\_\_\_\_, legal owner of \_\_\_\_\_,  
(Boat owner's name) (Vessel name)

Legally registered in \_\_\_\_\_, with current registration  
# \_\_\_\_\_.  
(State)

The parties understand that the tidelands, bedlands, buoys and docks in Mats Mats Bay are privately owned, with the exception of the boat ramp at the head of the Bay, which is owned by Jefferson County.

The parties agree that the above named landowner owns the bedlands of the above cited tax parcel and that said landowner has the right to exclude any water vessel from anchoring on said bedlands.

It is the desire of the landowner at this time to grant permission to said boat owner to anchor said vessel on said bedlands subject to the following requirements:

1. Boat owner agrees to carry liability insurance sufficient to protect landowner from liability due to damage to his own property or that of others caused by boat owner or his vessel while anchored on landowner's bedlands, and to provide proof of such insurance to landowner.
2. Boat owner agrees to hold landowner harmless in case of any damage to boat owner's vessel while anchored on landowner's bedlands.
3. Boat owner agrees to keep the registration current at all times while anchored on landowner's bedlands.
4. Boat owner agrees to keep the vessel in good working order at all times while anchored on landowner's bedlands.
5. Boat owner agrees to keep accurate contact information, including emergency contacts, on file with landowner at all times.

6. Boat owner agrees to display the MMBWOA Permit on the vessel in a prominent place so that the vessel can be easily identified as a legally permitted boat anchoring in the Bay.

This Agreement expires automatically at the end of one year from the date of signing, and must be renewed each year thereafter. This Agreement can be terminated by either party at any time and for any reason. In the event that landowner decides to terminate the agreement, a written notice of 10 days shall be given to vessel owner.

If the vessel owner fails to remove the vessel at the end of the 10 day notice period, the landowner may then initiate any and all legal remedies to have the vessel removed at vessel owner's expense.

This Agreement is automatically terminated upon a change of ownership of either the vessel or the owner's parcel that includes the bedlands.

Signed on \_\_\_\_\_

Landowner \_\_\_\_\_

Vessel Owner \_\_\_\_\_

# MMBWOA PERMIT

THIS VESSEL \_\_\_\_\_

HAS VALID PERMISSION FROM  
LANDOWNER \_\_\_\_\_

TO ANCHOR IN MATS MATS BAY

COMMENCING ON \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

SIGNED \_\_\_\_\_