

Sample Community Dock Agreement

Note: This sample agreement is provided as an example only. It was created by a past/existing dock association, and is not intended as an endorsement or recommendation of the U.S. Army Corps of Engineers. Dock associations must be created in accordance with the laws of the State of Washington (Secretary of State), and dock applicants should consult an attorney when creating the association and drafting an agreement.

Community Dock Bylaws and Dock Association Agreement Permit Number XXXXXX

Owning a dock is a privilege and a responsibility. It is not a right. It implies stewardship of the dock and the shoreline.

Each member must agree to comply with the rules set forth in the permit from the U.S. Army Corps of Engineers (Corps). These include the following:

- No attempt shall be made to forbid the full and free use by the public of all navigable waters at or adjacent to the permitted facility, or reasonably interfere with navigation in connection with the ownership, construction, operation, or maintenance of the dock.
- The dock owners assume full liability for the docks.
- At such time as the community owners cease to operate and maintain the permitted facility, the owners of this permit will, upon expiration or revocation of this permit, remove the permitted facility. The owners must remove the facility within 30 days, at their expense, and they must restore the waterway and lands to their former condition.
- The use of the facility shall be limited to the mooring of the watercraft and the storage, in enclosed locker facilities, of gear essential to the operation of such watercraft.
- Neither the dock or any houseboat, cabin cruiser, or other vessel regularly moored hereto shall be used for human habitation or in a manner giving the appearance of converting the public property on which the facility is located to private exclusive use.
- No charges may be made for the use by others of the permitted facility, and no commercial activity can be engaged in association with the facility.

Responsibility to communicate to the Corps the following:

- The community owners agree to select a principal point of contact.
- Any future change in this point of contact must be communicated to the Corps.
- All dock owners should provide current contact information, including phone numbers. If contact information changes, the Corps should be notified.
- The Corps should also be advised of membership changes or any other transition of membership through life changes (i.e., death, divorce, remarriage, etc.).
- Any community association decision to expand its membership to include additional members from adjacent properties should be discussed with the Corps.

The dock is a joint-use-do legal commitment. Access, maintenance, costs, and other such matters concerning the dock are codified via the signatures on this document.

Now, therefore, in consideration of the mutual benefits to be derived here from, the parties covenant and agree as follows:

- 1) Ownership and Use: Each household shall have an undivided one-half interest in the dock. If future new members are added to the community dock, they will have an equal share with the other members.
- 2) Membership Expansion: If the current members of the community unanimously agree to include new members from adjacent properties, they must sign the agreement and agree to all its provisions after approval from the Corps.
- 3) Exclusive Use:
- 4) Expenses:
- 5) Repairs, Maintenance, and Improvements:
- 6) Waiver of Responsibility:
- 7) Binding and Effect:
- 8) This is the entire agreement between the parties. There are no other understandings, verbal or written. This agreement may be modified only be written agreement between parties.

Principal Points of Contact:

Name 1: _____ Name 2: _____

Additional Points of Contact:

Name 3: _____ Name 4: _____

State of Washington

County of _____

On this day personally appeared before me _____ and _____,
to me known to be the individuals described in and who executed the within and
foregoing instrument, and acknowledge they signed the same as their free and
voluntary act and deed, for the uses and purposes therein mentioned.

Given under my official seal this _____ day of _____, 20__.

NOTARY PUBLIC in and for the State of Washington,

residing at _____.

My commission expires _____.

**Points of Contact for the Co-Owners of Community Dock
Permit Number XXXXXX**

Point of Contact 1:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Point of Contact 2:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Point of Contact 3:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____

Point of Contact 4:

Name: _____

Address: _____

Home Phone: _____

Cell Phone: _____

Email Address: _____