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EST BOATER APPLICATION & AGREEMENT

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Date of Birth: _____

E-Mail: _____

Phone #s: (Cell) _____ (Home) _____ (Work) _____

Emergency Contact: [Name/relation to you] _____ (Ph #) _____

Vehicle: Make _____ Model _____ Color _____ License # _____

VESSEL INFO: SLIP # _____ Boat Trailer? ___[Y] ___[N] Trailer Lic. #: _____

Vessel Name: _____ Vessel CF # or Documentation # _____

Vessel Make: _____ Model: _____ Year: _____ Length: _____

Vessel Insured By: _____ Previous Mooring Location: _____

SHORT TERM (2 WEEKS OR LESS) []

Check In Date: ___/___/___ Out by: ___/___/___ # of days staying: _____ @ Rate \$ _____ = TOTAL \$ _____

FEES: \$30. TO \$50. Per Night

Keys checked out: # _____ - # _____ (\$35 charge per key for keys NOT returned within 3 days of vacating)

LONG TERM (2 WEEKS to 90 DAYS MAX) []

Date Checked In: ___/___/___ Date of Expected Check Out: ___/___/___

Pro-rated Fees: # of days: _____ whrfge \$ _____ utils \$ _____ DUE NOW: _____ TOTAL \$ _____

Daily Rate: \$ _____ \$ _____

Standard Fees: Mthly Wharfage \$ _____ Mthly Utilities \$ _____ DUE by the 1st Monthly TOTAL \$ _____

Key(s) # _____ - # _____ Total # Keys: _____ @ \$35.00 Per Refundable (If Returned) Deposit TOTAL \$ _____

TOTAL Paid \$ _____

PAYMENT INFO:

Mastercard / Visa Number _____ 3-Digit CVV/CVC Code _____
(WE DO NOT ACCEPT AMERICAN EXPRESS OR DISCOVER)

Card Holder's Name: _____ Card Exp. Date: ___/___/___
(PLEASE PRINT)

Billing Zip Code: _____ Signature for Authorization to Charge Card: _____

Cash receipt # _____ or Check # _____

Notes: _____

****A copy of the tenant's driver's license & proof of insurance should be included with this document.****



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THE CONTRACT FOR GUEST BOATERS

THIS PRIVATE WHARFAGE (the "Agreement") is executed as of the effective date of this Agreement. LAGE, herein throughout referred to as "Marina" the legal or registered owner(s), jointly and severally, of the Vessel described herein or its duly authorized or apparent operator or agents, referred to collectively as "Owner". It is agreed and understood by and between the parties to this agreement as follows:

Term: This agreement is for a term commencing _____, 200__ and ending on _____, 200 __. At the conclusion of the term, the Owner agrees to remove the vessel from the marina not later than 10:00 AM of that specific date. If Owner fails to remove boat by that specified time and date, Owner authorizes Marina to arrest the vessel, place in storage to include a third party boat storage area, or to chain the vessel to the dock. Marina may, at its sole election, take all necessary measures available to enforce its remedies at law and/or equity, including vessel arrest, sale of the Vessel pursuant to federal maritime law, abandoned vessel law, the California Boaters Lien Law, and any other available remedy, without prior notice to Owner. Owner agrees to pay Marina reasonable costs associated with enforcing their rights. Owner agrees to pay Marina \$50.00 per day storage fee, in addition to any expenses associated with enforcing its rights in obtaining the marina slip back, including but not limited to hauling and storing of Owner's boat at a boatyard.

Wharfage Fee Payments and Remedies for Non-Payment and Returned Checks. Fees are due and payable upon occupancy. Failure to pay fees in advance will result in 10% late fee. Failure to pay such Fees will result in enforcement of the Marina's rights and remedies under this contract and pursuant to admiralty law, including but not limited to THE VESSEL BEING ARRESTED, PLACED IN STORAGE TO INCLUDE A BOATYARD, OR CHAINED TO THE DOCK. In the event the Owner fails or refuses to pay Wharfage Fees within three days of the due date of subject fees, pursuant to this Agreement, Owner agrees and gives his/her permission for the Marina to chain the vessel to the assigned slip, to move the Vessel from her assigned slip to another assigned slip, to dry or wet storage, or to the premises of a U.S. Marshal or duly appointed substitute custodian if the Vessel is arrested, without prior notice to Owner and solely at Owner's expense. Once the Vessel is acted upon in this manner by the Marina, it shall be classified as a "Stored Vessel". If the Owner has not paid all Fees, storage and towing charges and removed the Vessel from the Marina, the Marina may, at its sole election, take all necessary measures available to enforce its remedies at law and/or equity, including vessel arrest, sale of the Vessel pursuant to federal maritime law, abandoned vessel law, the California Boaters Lien Law, and any other available remedy, without prior notice to Owner. There will be \$50.00 towing fee solely for relocation of the vessel within the existing marina property and a charge of \$25.00 for any check returned by the bank for any reason.

Termination. That the Marina's obligation to provide wharfage under the Agreement may be unilaterally terminated by the Marina in the event of Owner's breach of any term herein, at which time Marina may pursue any or all of its legal and equitable remedies. The Marina and the Owner each have the right to terminate this Agreement, without cause, upon seventy-two hour (72) written notice by either party. Termination notification by either party shall be made by delivery of a letter to the boat by the Marina or to the office by the boater. The Marina does not forfeit its right to pursue an unlawful detainer action against the owner.

Lien Rights. That both possessory and non-possessory liens arise in favor of the Marina by operation of both state and federal law respectively. Owner agrees and understands that attorney's Fees and all other costs associated with collecting sums due under this Maritime Contract for "necessaries" shall be deemed and recorded for all purposes as part of the Marina's lien against the Vessel. It is further agreed that if Owner fails to pay any obligation due hereunder that the Marina may place a notice upon the Vessel that states:

"Notice: a possessory lien has been placed upon this vessel in accordance with California law as authorized by California harbors and navigation's code. The harbors and navigation code states that it is a criminal offense...for any person to obtain possession of any vessel or part thereof subject to a lien pursuant to the provisions of this chapter by trick, fraud, or device."

Regulations. Marina reserves to the right to promulgate rules and regulations that establish safety and operational procedures for the premises and Owner, guests and invitees agree to abide by such rules and regulations. Subject rules and regulations, as they



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of this agreement, and Owner agrees to abide with all such Rules and

of dock slips only. Dock slips shall be used at the sole risk of Owner. e or protection of the Vessel (including her gear, equipment and contents), damage of whatever kind or nature to said Vessel, her contents, gear or that the requirements of the facilities to accommodate Owner's needs are exclusively within the knowledge of Owner, and that no representations or warranties of any kind have been made to him/her with regard thereto, or as to the condition of the floats, walks, gangways, equipment, roads, ramps, mooring gear, building or other property of the Marina.

Owner hereby agrees that the Marina and its officers, directors, agents and employees shall have no liability for, and Owner agrees to indemnify and hold the Marina harmless against, any loss or damage of whatsoever kind to the Vessel, her gear, appurtenances, equipment or personnel, or any of them, whether caused by theft, fire collision, chafing, sinking or any other cause of any kind or nature whatever, or for the death of or personal injuries to Owner, Owner's family, employees or invitees, howsoever caused, occurring on the Vessel or any of the walks, floats, ramps, gangways, equipment or otherwise on the premises belonging to the Marina or under the control of the Marina, for loss, damage or injury of any kind or nature occasioned by the movement of any Vessel unless caused solely by the gross negligence or willful misconduct of the Marina or its officers, employees, agents or contractors. Owner agrees to indemnify and hold harmless the Marina and its officers, directors, agents and employees from and against any liability for personal injuries or property damage sustained by any other person, firm or corporation by reason of any matter, thing or occurrence arising out of or relating to the operation of the Marina or the occupancy or possession of any slip, including, without limitation, any loss, damage or liability of any kind or claimed by reason of any acts or failures to act on the part of Owner or his/her agents, employees, or guests, or in the maintenance or use of the slips or any other part of the Marina's premises.

Insurance. That Owner shall have effective bodily injury and property damage insurance for the protection of the Marina and others with a combined minimum limit of \$300,000.

Removal of Vessel. That if Owner's Vessel is in a sinking condition, in a state of disrepair as determined by the Marina, or if she is deemed by the Marina to pose a health, safety or pollution risk, the Marina may remove the Vessel from the water and dry store her, both at Owner's expense.

The undersigned signifies by his or her signature below that he/she has read and understands this Maritime Wharfage Contract, and that he/she consents to and agrees to abide by each and every provision contained in it.

Date: _____ Owner

Date: _____ Marina Agent