

## MONTH TO MONTH MARINA SLIP LICENSE AGREEMENT

This AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 200\_\_ by and between BAIR ISLAND AQUATIC CENTER, a non-profit corporation sometimes referred to herein as “BIAC,” or “OWNER” or “LICENSOR,” and \_\_\_\_\_, hereafter called *LICENSEE*.”

IT IS AGREED BETWEEN *OWNER* AND *LICENSEE* AS FOLLOWS:

1. *OWNER* operates and maintains an anchorage or landing at Redwood City, California, for the licensing of space to yacht owners and operators, and for its own use and benefit in the operations of its various departments and services, but is not engaged in the business of public wharfing.
2. *OWNER* agrees to license to *LICENSEE* and *LICENSEE* agrees to pay *OWNER* for the use of marina slip space for mooring the *VESSEL* described in Attachment A hereto, at the monthly rate hereinafter set forth.
3. *LICENSEE* agrees to pay to *OWNER* a sum each month, called the "*MONTHLY FEE*" as herein stated and defined, payable in advance on the first day of each month, but no later than the 10th day of each month in consideration for the license to use slip space for the vessel described herein, and further agrees to abide by all of the covenants and conditions contained herein. *OWNER* acknowledges receipt of the first month's *MONTHLY FEE* from the *LICENSEE*. The basis for determining the *MONTHLY FEE* shall be the length of the vessel of *LICENSEE* (furthest bow overhang to furthest stern overhang), or the length of the berth, whichever is greater, multiplied by the monthly charge per foot as determined by BIAC from time to time. The parties agree that *OWNER* may increase the monthly charge per foot from time to time, on thirty (30) days advance written notice to *LICENSEE*. *OWNER* acknowledges receipt of the sum of one month rent as security deposit, which shall be retained by *OWNER* in the event *LICENSEE* fails to abide by all of the terms, covenants, and conditions contained herein. Said security deposit will be refunded to *LICENSEE* on termination of this rental only if *LICENSEE* shall (a)

give thirty (30) days advance written notice to *OWNER* of *LICENSEE'S* intent to terminate this Agreement, and (b) has timely performed all of the terms, covenants, and conditions of this Agreement. *OWNER*, at *OWNER'S sole* discretion, may apply the security deposit toward unpaid *MONTHLY FEE* or any other charge incurred by *LICENSEE*.

4. This Agreement may be terminated by either party upon written notice given to the other party thirty (30) days in advance of the effective date of termination.
5. The information contained in Attachment A hereto is supplied by *LICENSEE*, describing the vessel subject to this Agreement.
6. *LICENSEE will* not, without the EXPRESS WRITTEN CONSENT OF *OWNER*, commit or allow to be committed any of the following:
  - a. STORE OR LEAVE, GEAR OR ANY OTHER PERSONAL PROPERTY ON THE FLOATS, FINGERS, OR LAND.
  - b. ALLOW ANY CONTRACTORS OR WORKMEN TO UNDERTAKE ANY WORK ON *LICENSEE'S* VESSEL, EXCEPT FOR ORDINARY MAINTENANCE. *OWNER* SHALL BE THE SOLE JUDGE OF WHAT WORK CONSTITUTES "ORDINARY MAINTENANCE."
  - c. SUBLET THE LICENSED SPACE.
  - d. POST ANY "FOR SALE" OR OTHER SIGNS ON THE VESSEL.
  - e. PERMIT ANY PETS TO BE BROUGHT ON THE PREMISES BY *LICENSEE* OR ANY GUEST OF *LICENSEE* WITHOUT A LEASH.
  - f. Unless Appendix 3 is executed, *LICENSEE* IS PROHIBITED FROM USING THE HEREIN DESCRIBED VESSEL AS A PERMANENT OR TEMPORARY RESIDENCE OR AS A "LIVE ABOARD."
  - g. *LICENSEE* FURTHER SPECIFICALLY AGREES THAT *LICENSEE* WILL NOT CAUSE OR ALLOW ANY SUBSTANCES TO BE PLACED IN OR ALLOWED INTO THE WATER WHICH WOULD IN ANY WAY CONTAMINATE OR POLLUTE THE WATER, AND THAT *LICENSEE* WILL OBEY ALL POLLUTION CONTROL LAWS AND

## REGULATIONS.

7. This Agreement is for the use of licensed space only, said space is to be used at the sole risk of the *LICENSEE* of said vessel; *OWNER* shall not be liable or responsible for the care or protection of the vessel (including her gear, equipment, and contents) or for any loss or damage of whatever kind or nature to said vessel, her contents, gear, or equipment, howsoever occasioned. *LICENSEE* shall not make any alterations to the docks or to the leased premises without first obtaining the written consent of *OWNER*.
8. There is no warranty of any kind as to the condition or the floats, gangways, ramps, docks, or mooring gear. *LICENSEE* waives any claim against *OWNER* and agrees to hold *OWNER* harmless for any injury or claim of injury to *LICENSEE* or his guests by reason of the physical condition of the mooring storage space under license.
9. Although *OWNER* has no obligation to do so, should *OWNER* take action to protect the *LICENSEE'S* boat by installing mooring lines, pumping out of the boat, or other similar services, *LICENSEE* agrees to reimburse *OWNER* for labor and materials expended in such action at prevailing labor rates, and to hold *OWNER* harmless for any damage to said boat as the result of *OWNER'S* voluntary action to protect *LICENSEE'S* vessel.
10. *LICENSEE* agrees to give written notice to *OWNER* within THIRTY (30) days of any sale, transfer of ownership, title, or registration of his vessel, thereby acknowledging that the new owner or possessor has no right to the space allotted *LICENSEE* for vessel.
11. *LICENSEE* recognizes that the berthing is located in an industrial area and agrees in consideration of the rental of said space that *LICENSEE* will not file any claim or action, directly or indirectly, against *OWNER* arising out of damage to vessel or its contents from soot, oil, flotsam, smoke, or other contaminants existing upon, in, or over the anchorage waters,
12. *OWNER* shall have the right enter upon *LICENSEE'S* vessel at any time for emergency service, and at reasonable times to inspect the condition of the vessel.
13. *OWNER* may, at its sole discretion, require that the vessel be insured at

*LICENSEE'S* expense to *OWNER'S* satisfaction and/or that *LICENSEE* carry liability insurance to *OWNER'S* satisfaction.

14. *OWNER* may, at its sole discretion, require, at *LICENSEE's* expense a survey of the physical condition of the vessel to *OWNER'S* satisfaction.
15. *LICENSEE* agrees to comply with all rules and regulations of BIAC and shall be responsible for any violations incurred by his agents, employees, or guests and should breach or this Agreement or violation of rules or regulations occur, this rental agreement shall terminate immediately and *OWNER* may remove the boat from her berthing space at *LICENSEE'S* risk and expense and retake possession of the berthing space.
16. *LICENSEE* shall comply with laws, ordinances, rules, and regulations of all governmental authorities now in force and effect or which may be hereafter in force or effect pertaining to the registration, licensing, operation, repair, and maintenance and use of *LICENSEE'S* vessel.
17. Conduct.: Licensee and Licensee's guest, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests. Licensee and Licensee's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television and stereo sets. Power tools may be used only when such use does not constitute a nuisance.
18. *LICENSEE* hereby grants to *OWNER* a lien and security interest in any vessel of *LICENSEE* berthed at the leased premises. While *LICENSEE* is not in default in the of rent or any of its obligations under this agreement, *LICENSEE* may trade, sell or replace said vessel free of this security, and this security interest shall then apply to any new vessel owned by *LICENSEE* and berthed at the licensed space. In the event of any default hereunder by *LICENSEE*, *OWNER* shall, in addition to his other remedies at law, have a lien against *LICENSEE'S* vessel for services or storage provided to *LICENSEE'S* vessel; and may conduct a lien sale of such vessel in accordance with the Boater's Lien Law of the State of California. In the event of any such sale, any personal property not removed from the vessel prior to sale shall be deemed abandoned and *OWNER* shall have the right to dispose of

- said personal property in such manner as *OWNER* deems appropriate.
19. The rights of the *OWNER* under this Agreement shall be cumulative to all other rights or remedies which are or may be in the future conferred upon the *OWNER* by the terms of the Agreement or by law.
  20. In case action is brought by either party to enforce any of the terms, conditions, or covenants of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expert witness fees, in addition to other recoverable costs of suit.
  21. Waiver by *OWNER* or any breach of any term, condition, or covenant of this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, condition, or covenant hereunder. Acceptance of any monthly fee by *OWNER* shall not be deemed to be a waiver of any preceding breach by *LICENSEE* of any term, condition, or covenant of this Agreement other than the failure of the *LICENSEE* to pay the particular fee payments so accepted, regardless of *OWNER'S* knowledge of such preceding breach at the time of acceptance of such payment.
  22. *LICENSEE* agrees not to store dinghies, boats, or equipment of any kind on the floats, docks, fingers or landings, or on land within the BIAC premises. *LICENSEE* further agrees that only lockers of a type approved by *OWNER* may be used on or around any dock.
  23. *LICENSEE* agrees not to conduct repairs, painting, sanding or other work on the vessel that interferes with any other activity at the BIAC premises.
  24. *LICENSEE* will indemnify and hold harmless BIAC, its officers, directors and members, from any claim or liability arising from *LICENSEE'S* acts or neglect in or around the vessel, the licensed space or the BIAC premises.
  25. The discharge into the Marina waters of oil or other petroleum products and hazardous materials of any sort is strictly prohibited. *LICENSEE* agrees not to discharge any amount of such contaminant's in any form, including contaminated bilge water. *LICENSEE* further agrees to notify Marina of any suspected discharge emanating from his/her vessel and take immediate action to stop and eliminate such discharge.

LICENSEE: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

BAIR ISLAND AQUATIC CENTER

By \_\_\_\_\_

Title: \_\_\_\_\_

Appendix 1: Vessel & Licensee Information

Licensee to fill out the following in full:

Name:

Mailing Address:

Telephone:

Cell phone:

Driver License: State:                      Number:                      Date Expires:

Social Security Number:

Vessel Name:

Vessel Length overall:

Vessel max. beam:

Vessel type:

Vessel Builder:

Year built:

Hull Number:

Sail Number:

Vessel power (sail, aux., outboard, diesel, etc.):

Radio call sign:

DMV Registration number & Expiry date:

Is the vessel documented with the U.S. Coast Guard?

Automobile(s):	Make	Model	Year	License #
	Make	Model	Year	License #

Appendix 2: Financial Terms  
 Slip Rental only (see Appendix 3 for Berthers)

Date	
Length of the vessel of <i>LICENSEE</i> (furthest bow overhang to furthest stern overhang),	
Monthly slip rental per feet	\$7 / ft
Berth Length	25 ft
Greater of length of the berth or Length of vessel	
Monthly Rent	
Security Deposit (1 month rent)	

Notes:

- Adjustments to length of vessel will cause adjustment to monthly rent.
- Any extension to Vessel length will require approval from Owner.
- Licensee should notify Owner of any extension to the Vessel length and the effective date of such extension.
- Licensee will be responsible for all additional rent owed due to extension of vessel length

Payment Terms: All payments due for dockage at the appropriate Monthly rate and charges for services are to be paid in time to be received by Owner on the 1st of the month. A late fee of 10% of the current months charged shall be assessed for payments received by Owner on or after the 2nd of the month. The fee may be waived if payment is mailed and the envelope bears a final post mark prior to the 1st date of the month for which payment is due. The fee may be waived at the discretion of Owner

### Appendix 3: Live Aboard Terms

1. Licensee is allowed to live on board the vessel under these additional terms
2. Licensee is prohibited from discharging raw sewage into waters of the Marina.  
The vessel must have a working toilet on board. All holding tank valves shall be set to direct waste water into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharged into Marina waters.
3. Owner reserves the right to disqualify any vessel for live aboard status, if in the Marina's sole judgment the vessel provides unsuitable habitation for the intended users.
4. Licensee will pay an additional fee for Live Aboard privileges:
  - a. Additional LiveAboard fee per ft: \$3
  - b. New total per ft fee: \$10**
  - c. New total monthly fee: