

Paradise Cay Yacht Harbor

Berth # _____ Rental Agreement

Effective Date: _____

Read the agreement below with the Rules and Regulations.

Fill in the appropriate fields then sign & date form, place in envelope with a check for first month's rent and 1 month's deposit (check total should equal 2 month's rent).

Mail to:

*Paradise Cay Yacht Harbor
167 Trinidad Drive
Tiburon, CA 94920*

Paradise Cay Yacht Harbor hereby grants the undersigned to use Berth # _____ solely to store the vessel described on the terms and conditions set forth herein. Tenant shall remain liable for all rents and fees.

Rent shall be \$ _____ per month (plus additional costs if boat length exceeds berth length)**, and rent and all other charges due under this agreement are due and payable on the first of each month. Signed applications with first and last month's rent must be received through the mail within 5 business days from date of online application process to secure berth. Checks should be made payable to the order of "Paradise Cay Yacht Harbor". Payments not received by the 10th of the month will be charged a \$50.00 late fee which will be added to the balance due. A fee of \$25.00 will be assessed for any returned check.

The Security Deposit for the berth space shall be equal to one month's rent, due and payable on execution of this Agreement. The Marina may use all or any portion of this Deposit to cover damages or costs caused or incurred by tenant and any amounts used shall be replenished by Licensee within thirty (30) days of Marina's notice. The deposit shall not be used for rent payments, and any balance remaining shall be returned to tenant after departure from the Marina. Marina shall have no obligation to hold the Deposit separate from its other funds, and no interest shall be earned or accrued on the Deposit. Thirty (30) days written notice is required to terminate this agreement.

Licensee shall have the right to use the dock box numbered for its berth for storage of normal boating gear only. Dock boxes are subject to inspection on demand, and are to be cleared out prior to termination of this Agreement. The Marina has no responsibility for items left in dock boxes, and any such items left after termination of the License may be stored, or at the Marina's option, disposed of, all at tenant's risk and expense.

The berth and the Marina are to be used at the sole risk of tenant. Tenant shall defend, protect, indemnify and hold the Marina, its owners, officers, employees, customers, agents, suppliers and guests

(collectively the "Owners") harmless from and against any loss, claim, damage, cost or liability arising out of our in connection with this agreement or tenant's activities hereunder.

Tenant agrees to have the Vessel covered by a minimum of \$550,000/\$1,000,000 liability coverage (per occurrence). The Marina shall be named as an additional insured. Tenant agrees to release, discharge and waive any claim against the Marina and the Owners for any and all damages to persons or property arising out of or in connection with this agreement. This release and discharge shall include, without limitation, any loss or damage resulting from the Marina's employees parking or hauling the Vessel, vandalism, theft, fire, hail, high or low water, wind, collision, ice, rain or any acts beyond the Marina's reasonable control.

By signing this rental agreement, Licensee grants permission to the Marina to move or remove the Vessel at the discretion of the Harbormaster. The Vessel may also be moved from its assigned berth to another berth. Tenant agrees to hold Marina harmless from and against any claims arising out of or in connection with any such move, and waives any and all claims it may have or obtain against the Marina in such connection.

Tenant Signature _____ Date: _____

Any vessel which, in the Marina's sole judgment, becomes un-seaworthy, dilapidated, inoperable or in a badly deteriorated condition shall not be permitted to berth at any location within the Marina.

The Marina does not guarantee that electrical service will be continuous, and all claims with regard to electrical service shall be made to Pacific Gas and Electric. One 110 volt metered hookup is provided for the assigned berth, and all charges for electricity will be assessed each month as additional rent. All connections and cords must comply with current code and be in proper and safe condition, and any improper or unsafe connections and cords shall be corrected immediately. The Marina, in its sole discretion, may provide additional 110 volt or 220 volt hookups at tenant's request and expense, including without limitation and installation costs for sub meters.

The Marina shall have a lien on the Vessel for any unpaid rents, service, fuel, supplies, or other goods and services furnished to tenant or the Vessel. Such liens are in compliance with Section 501 of the Harbors and Navigation Code of the State of California.

If more than one person executes this License, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this License shall be fully binding on each of them.

Electricity will be metered and charged at prevailing rate.

Tenant agrees to comply with special condition II-E-5 of Bay Conservation Development Commission permit 6-91 regarding marine toilets and water quality. The Marina requires that any vessel berthed, if equipped with a marine toilet, shall contain an adequate holding tank, incinerator recirculation device, or other equivalent device approved by applicable agencies to preclude discharge wastes into the water of the marina or have the marine toilet rendered inoperable while any such vessel is moored in the marina; any violation of the aforementioned waste discharge requirements shall be grounds for immediate termination of the berthing rights of any such owner or occupant.

Tenant agrees to comply with special condition II-E-9 of Bay Conservation Development Commission permit 6-91 regarding live-aboard uses. No vessel moored in the Marina shall become a place of residence. Any violation of this condition shall be grounds for immediate termination of the berthing rights of any such owner or occupant.

Tenant agrees to comply with all applicable Marin County ordinances.

Tenant vehicle parking in the marina while tenant is not using the marina is strictly prohibited and is grounds for lease termination at the sole discretion of the marina operator.

All vessels with halyards must tie their halyards away from the mast in order to prevent the halyards from slapping the mast and making noise. When the marina operator is required to correct a halyard that is making a nuisance the fine will be \$50. The fine will be assessed on the subsequent monthly bill and is due with that month's statement.

* end ties are \$12 per linear ft.

**additional \$12 cost per lineal ft. if boat length exceeds berth length

Tenant Signature _____ Date: _____

RULES AND REGULATIONS

- The speed limit within the Marina waters and entrance channel is five (5) miles per hour.
- No petroleum products, paint products or batteries are to be stored in the dock box or on the dock areas. No cleaning of fish or preparing of bait is allowed on the dock box or the dock areas.
- No bicycles, skateboards, roller-skates/blades, motor scooters, or motor cycles are allowed on the dock areas.
- Any pet visiting the Marina must be leashed at all times and under control of the owner. Any pet found without proper tags, running loose, or making excessive noise will be removed by Marin County Human Society and all fees and fines will be the responsibility of the owner of the pet.

- All personal electrical equipment in use on the dock area must be connected from within the boat via a G.F.I. outlet. No hookups are allowed directly from the dock outlet, except those going into the vessel. All components must be marine grade. Tenant is responsible for all connections from dock fixtures to boat. We strongly advise the use of a water pressure regulator.
- No repairs or servicing of automobiles are allowed at any time in the Marina.
- No oils or oil filters from vessels shall be dumped in the garbage collection bins. Marin Recycling Center will take oil and oil filters at no charge.
- Placement of dinghies and inflatable boats on the dock fingers is prohibited at all times.
- It is the responsibility of the lessee to secure their dock box lid to prevent damages; otherwise lessee will be responsible for all repairs. No additional dock boxes allowed.

Paradise Cay Yacht Harbor / Berth Application

******* THE FOLLOWING INFORMATION MUST BE PRINTED *******

A FEE OF \$20 WILL BE CHARGED TO PROCESS THIS APPLICATION

VESSEL INFORMATION: _____

VESSEL NAME _____ C.F.# _____

VESSEL MAKE _____ YEAR BUILT _____ VESSEL LENGTH _____

VESSEL BEAM _____ VESSEL DRAFT _____

FUEL (gas or diesel) _____

TENNANT INFORMATION:

FIRSTNAME _____ LASTNAME _____

ADDRESS _____

CITY STATE ZIP _____

HOME NUMBER _____ WORK NUMBER _____

PREVIOUS ADDRESS (IF LESS THAN 5 YEARS) _____

DRIVERS LIC # _____ SS# _____

EMAIL _____

I STATE THAT THE ABOVE INFORMATION IS ACCURATE AND TRUE. I AUTHORIZE PARADISE CAY YACHT HARBOR TO OBTAIN A CREDIT REPORT AND I UNDERSTAND THAT THE FEE OF \$20 FOR REQUESTING THIS REPORT IS NON-REFUNDABLE.

LESSEE SIGNATURE X _____ DATE _____

LESSOR SIGNATURE X _____ DATE _____

LESSEE ACKNOWLEDGES RECEIPT OF A COPY OF MARINA RULES AND REGULATIONS AND A COPY OF RATE SHEET _____

ONE KEY ISSUED AT NO CHARGE _____ SECOND KEY DEPOSIT _____

SECURITY DEPOSIT _____ FIRST MONTH'S RENT _____

COPY OF DRIVER'S LICENSE _____ INSURANCE & REGISTRATION COPIED _____

METER READING AT MOVE-IN _____ TENANT # _____ SLIP # _____

***** INCOMPLETE FORMS WILL NOT BE ACCEPTED *****

Sign & date form, place in envelope with a check for first month's rent and 1 month's deposit (check total should equal 2 month's rent).