

NEWPORT MOORING ASSOCIATION

MEMBER SHUTTLE DINGHY USE AGREEMENT

Newport Mooring Association ("NMA") is a California Non-Profit Corporation. This is an agreement between the NMA and the mooring permittee who is a member of the NMA and who is signing below ("Member").

Purpose – A Shuttle Dinghy is provided by the NMA to its members in good standing to improve access to moored boats in Newport Harbor as well as to reduce crowding at the public docks. It can also provide relief to dinghy owners concerned about parking limits at the public docks and possible confiscation fees.

Pilot Program – In agreement with the Newport Harbor Master and the NMA this Shuttle Dinghy is provided to evaluate the utility of the idea as well as the services described herein. With success and popular use such Shuttle Dinghies might be expanded to other public docks in the bay.

Boat Description - The present Shuttle Dinghy provided for use of the NMA members in good standing in consideration of their execution of this agreement is an 8' Walker Bay rowboat. It has a pair of oars with a hole in the blade to secure the oars to the dinghy. A combination lock is provided which itself is secured to the dinghy. A PFD is provided under the back seat of the boat.

Use and Procedures – The purpose of this vessel is to provide "shuttle" transportation in rowing out to get the dinghy of the moored vessel from storage tied alongside the moored boat then returning Shuttle Dinghy to its dock location at the Marina Park Dock. It is setup for a single oarsman for the round trip. A reasonable time of 30 minutes is expected for most shuttle trips. If provided, the member allowed to use the Shuttle Dinghy shall sign or otherwise provide information on the date and time the Shuttle Dinghy is taken and returned, and the mooring number related to its use.

NMA Membership – Member is required to be an NMA member who is current in payment of his or her NMA dues and a member in good standing. With a membership in NMA and a signature on this agreement below you will be provided with the combination to the Shuttle Dinghy lock.

Member agrees to use the Shuttle Dinghy in compliance with the procedures described above. Member represents and warrants that the Member has current marine vessel insurance in effect that covers liability for the use of its vessel on the mooring and any dinghy or tender used to access the vessel, and has provided to the Newport Harbor Master the current information regarding said insurance.

Member agrees to obey all laws, rules, regulations, and ordinances regarding or applying to, or connected with the use of the Shuttle Dinghy.

Member agrees to defend, indemnify, and hold harmless the Newport Mooring Association regarding the use or operation of the shuttle dinghy.

The NMA reserves the right to discontinue the use of the Shuttle Dinghy and the Shuttle Dinghy program at any time for any reason at the discretion of the NMA with or without notice.

Member Signature: _____ Date: _____ Phone # _____

Print Name: _____ Mooring Number: _____

Approved and Accepted by the Newport Mooring Association:

Newport Mooring Association Date: _____

By _____, its authorized representative