

ADDENDUM TO LICENSE AGREEMENT – LIVING ABOARD

WHEREAS, a written month-to-month Maritime Contract for Private Wharfage (hereinafter the “Wharfage Contract”) currently exists between _____ (hereinafter “Vessel Owner”) and Grand Marina (hereinafter the “Marina”), pursuant to which the Marina is obliged to provide at its Alameda, California location certain Wharfage services, and the Vessel Owner is obliged among other things to tender compensation to the Marina for such services; and

WHEREAS, Vessel Owner desires, in accordance with the terms herein contained, to live aboard his/her vessel, identified in the Wharfage Contract (hereinafter the “Vessel), while she is docked at the Marinas premises; and

WHEREAS, the Marina agrees to permit the Vessel Owner to live aboard his/her Vessel, identified in the Wharfage Contract, pursuant and subject to the below conditions.

IT IS THEREFORE UNDERSTOOD AND AGREED AS FOLLOWS:

1. Addendum Supplements and Prevails Over Wharfage Contract. This Addendum to Contract for Private Wharfage is additional to and supplements the Contract for Private Wharfage, which is fully incorporated herein by this reference. To the extent the Wharfage Contract and this Addendum to Maritime Wharfage Contract are or might be inconsistent or redundant, this Addendum to Maritime Wharfage Contract shall control and be effective. *Initial* _____

2. Terms In Wharfage Contract Remain Effective. To the extent not inconsistent with the terms herein contained, all terms and conditions contained in the Wharfage Contract shall remain in full force and effect. *Initial* _____

3. Additional Monthly Consideration for Live Aboard. In consideration of the grant to Owner of live aboard privileges, the monthly Wharfage rate shall be increased by an additional \$ _____ per two Persons Living Aboard above and additional to the Wharfage fee required by the Wharfage Contract, as amended, said additional sum being due the same day as the Wharfage fee is due pursuant to the Wharfage Contract. It is understood and agreed that Vessel Owner and his/her Vessel shall be liable for payment of this live aboard fee for all periods during which any person(s) is living or has actually lived aboard the Vessel, irrespective of whether an Addendum to Contract for Private Wharfage has been executed. *Initial* _____

4. Number of Persons Permitted to Live Aboard. Marina shall be entitled in its unfettered discretion to restrict the number of persons living aboard any vessel located at its premises, at the time of execution of this document or at any time thereafter while this Addendum to Contract for Private Wharfage is in effect, and Vessel Owner agrees that with respect to living aboard his Vessel, in addition to the Vessel Owner, no more than one other person, named immediately below, shall be permitted to live simultaneously aboard the Vessel:

<i>Name of second primary Live Aboard</i>	<i>Name(s) Additional Live Aboard (prior approval and additional Fee required)</i>
_____	_____

Owner agrees to indemnify, protect and defend the Marina and its owners, employees, officers and agents from and against all actual or potential liability arising from, relating to or occasioned by the presence of Owner’s pet(s) or any pet(s) brought onto the Marina’s property by Owner’s partner(s), guests, agents, or invitees.

Notwithstanding the below term governing termination of live aboard privileges, the living aboard of any person not identified above shall be grounds for immediate termination of the Wharfage Contract and this Addendum thereto. The Marina reserves the unrestricted rights to decline a request to live aboard and to terminate live aboard privileges for any reason, including where the Marina has concerns pertaining to an Owner’s pet. *Initial* _____

6. Marina May Terminate Live Aboard Privileges If Contract Breached. Living aboard a vessel at the Marinas docks is privilege which, in the event of Vessel Owners breach of any term or condition contained herein or in the Wharfage Contract, may be revoked at the Marinas sole after 15 days advance written notice (by mail, email, personal service or overnight service) to Vessel Owner, and upon two days written notice if in the sole opinion of the Marina the breach adversely impacts the health, welfare or safety of persons on Marina property. *Initial* _____

7. Termination of Contract. In the event no breach has occurred, the Wharfage Contract and/or this Addendum thereto may be terminated by either party, provided 30 days advance written notice is provided to the other party by mail, email, personal service or overnight service. *Initial* _____

8. No Pro-Rating of Wharfage Fees. Payments due pursuant to the Wharfage Contract and this Addendum thereto shall not be prorated, and hence Wharfage is due through the end of the month, even if the Vessel is permanently removed from her slip prior to the last day of the month. *Initial* _____

9. Floating Home Residency Law Inapplicable. It is agreed the Floating Home Residency Law (California Civil Code sections 800 *et seq.*) has and shall have no application to the Wharfage Contract or this Addendum to Contract for Private Wharfage, as the Owner represents the Vessel has a mode of power of her own, is not designed to be used as a stationary waterborne residential dwelling and has no permanent continuous hookup to a shore side sewage system, and therefore is not a “floating home” as defined by that law. *Initial* _____

10. No Residential Tenancy Created. This is a commercial contract. The central collective purpose of the Wharfage Contract and this Addendum to Maritime Wharfage Contract is the provision of Wharfage or docking services, and not to create a residential tenancy of any kind, and therefore neither the Wharfage Contract nor this Addendum shall under any circumstance be deemed to create a residential tenancy. *Initial* _____

11. Application of Admiralty Law/Choice of Forum. The Wharfage Contract and this Addendum to Contract for Private Wharfage are maritime contracts for the provision of maritime “necessaries,” as defined in the Commercial Instruments and Federal Maritime Lien Act and the General Maritime Law, and they shall be enforced and construed solely in accordance with the general maritime law of the United States, the Federal Maritime Lien Act and other applicable federal statutes. *Initial* _____

12. Entitlement to Vessel Arrest for Nonpayment of Wharfage Fees. In the event of nonpayment for Wharfage services rendered or commission of a maritime tort resulting in liability or loss by the Marina, the Marina shall (in addition to other available remedies at law and/or equity) be entitled to avail itself of all rights available in admiralty, including seizure of the Vessel, under order of a United States District Court, to satisfy the Marina’s maritime lien(s), in which event Vessel Owner understands U.S. Marshals will order ashore anyone found aboard the Vessel (including live aboards) and costs of arrest will be borne solely by Vessel Owner. *Initial* _____

13. Rights Not Transferrable. Neither the rights created in the Wharfage Contract nor those contained herein are transferrable without the express prior written approval of both the Marina and the Vessel Owner. *Initial* _____

14. Evidence of Insurance. Upon execution of this Addendum Owner shall provide evidence of insurance, as detailed in the Wharfage Contract. *Initial* _____

15. Marina Indemnified for Injury to Persons/Property. The Wharfage Contract contains terms limiting or exonerating the marina from liability for harm caused by its negligence, but not its gross negligence or willful misconduct. All of the limitations and exoneration terms in the Wharfage Contract are intended to and shall apply fully to this Addendum as well. *Initial* _____

16. Use of Alcohol Stoves/Ovens Prohibited. Vessel Owner shall not use, and shall prevent all aboard his/her Vessel from using, any alcohol stove or oven while the Vessel is located at the Marinas premises. *Initial* _____

17. Discharge of Prohibited Materials. In the event Vessel Owner discharges, or permits the discharge, of human waste, oil, gasoline or any other noxious or hazardous material from his/her Vessel, Owner shall immediately take all necessary action to clean up such discharge in accordance with applicable laws. In the event of such a discharge, both the Wharfage Contract and this Addendum thereto shall be regarded as fundamentally breached, in which event the Marina shall be entitled to immediately and without notice terminate all Wharfage services and recover from Vessel Owner any and all clean-up and associated costs incurred, including attorneys fees. *Initial* _____

18. No Operation of Business From Vessel. Vessel Owner shall not operate any business from his/her Vessel while she is located at the Marinas premises without the prior written approval of the Marina. *Initial* _____

19. Delivery of Mail. Vessel Owner shall maintain an independent means for delivery of mail, such as a post office box, and shall not cause any mail addressed to him/her to be delivered in care of the Marina without the express prior written approval of the Marina. *Initial* _____

20. No Mounting of Satellite Dishes on Marina Property. Vessel Owner shall not affix or cause to be affixed a satellite dish or any other object to pilings or other Marina property, without the express written consent of the Marina. *Initial* _____

21. Whole Contract/Modifications Must Be In Writing. The terms herein contained and in the Wharfage Contract accurately reflect the complete understanding of the parties, and any modifications thereto must be written and executed by all parties hereto to be effective. *Initial* _____

22. No General Waiver. Waiver of any provision or condition herein by the Marina shall not be deemed to be a continuing waiver or a waiver of any other provision or condition. *Initial* _____

23. Understanding of and Assent to All Terms. Vessel Owner has been afforded ample opportunity to fully read this Agreement and to consult with counsel prior to executing it, and by executing it he/she attests that he/she has read, understands and agrees to abide by each and every term herein contained. *Initial* _____

24. Owners Legal Capacity. Vessel Owner attests that he/she is legally entitled to bind the Vessel to all terms of this Agreement, that he/she is not, at the time of reviewing/executing this Agreement, under the influence of alcohol or any legal or illicit drug, and that he/she has reached the legal age of majority and is not legally incapacitated or otherwise unable to fully understand and appreciate each and every term contained in this Agreement. *Initial* _____

Date: _____
Vessel Owner

Date: _____
Marina Manager or Authorized Representative