



# GRAND MARINA

THE BAY AREA'S PREMIERE BOATING COMMUNITY

2099 Grand St. Alameda, CA 94501

www.grandmarina.com

(510) 865-1200

Assigned Slip No.: \_\_\_\_\_ Month to Month Commencing: \_\_\_\_\_

Vessel Owner name(s): \_\_\_\_\_

Vessel Name: \_\_\_\_\_ Vessel Make: \_\_\_\_\_

Vessel Type: \_\_\_\_\_ Fuel: \_\_\_\_\_ Vessel Length (LOA): \_\_\_\_\_ Berth Length: \_\_\_\_\_

### Fees/Deposits:

Prorated Wharfage Fee for 1st Month: \$ \_\_\_\_\_

Monthly Wharfage Fee: \$ \_\_\_\_\_

Access Type: Mobile or FOB \$ \_\_\_\_\_

No. of Key FOB's Issued: \_\_\_\_\_

Security & Performance Deposit: \$ \_\_\_\_\_  
(May Increase if Monthly Fee Increase)

Already Paid: \$ \_\_\_\_\_

**AMOUNT DUE:** \$ \_\_\_\_\_

### MARITIME CONTRACT FOR PRIVATE WHARFAGE

This Contract for Private Wharfage (the "Agreement") is a maritime contract and is between Grand Marina (the "Marina"), and the Owner identified above, and whose signature appears below. This Agreement does not become effective or enforceable until Owner's Application has been approved and this Agreement has been executed by the Vessel Owner and an authorized Marina representative. It is

MARITIME CONTRACT FOR PRIVATE WHARFAGE

understood and agreed this Agreement is a commercial contract and does not create a bailment or a residential landlord-tenant relationship. The terms of this Agreement appear herein, and the attached Contract for Private Wharfage - Additional Terms and Conditions, and in the Rules and Regulations, all of which are integral parts of the Agreement and are fully incorporated herein. It is understood that this Agreement specifies rights and obligations of the parties to this Agreement, and that it contains important terms, including ones exonerating it from liability. By signing below Owner affirms he/she is legally permitted and authorized by all owners of the above Vessel (the "Vessel") to enter into this Agreement for their benefit and the benefit of the above Vessel. **Owner shall signify by signing where indicated below that he/she has received a complete copy of this Agreement, including the following "Additional Terms and Conditions" and the Rules and Regulations, that he/she has read it and agrees to abide by all terms therein.** In addition, for the convenience of vessel owners, extra copies of this Agreement are available upon request at the Marina Office upon request by the Owner.

If the Vessel is owned by an individual, he/she is personally liable to perform all Owner duties specified herein, and he/she agrees to personally guarantee such performance. In the event the Vessel is owned by a corporation, partnership or other business entity rather than a single individual, or if the Vessel is co-owned with another individual, **the person whose signature appears below personally and individually guarantees performance of all obligations specified herein.** He or she agrees to be held personally and severally liable, together with such business entity or co-owner, for satisfaction of the duties of the Owner and Vessel hereunder, including but not limited to the obligations pertaining to payment of Wharfage and other fees. It is agreed that the person whose signature appears below above "Vessel Owner's Signature" shall have and maintain primarily liability for performance of the payment and all other terms and obligations of this Agreement. If the Vessel is owned by a partnership, a corporation or other business, the marina reserves the right to restrict the number of persons to access the Marina.

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

Vessel Owner's Signature

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

Vessel Co-Owner's Signature

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_

Authorized Grand Marina Representative

## ADDITIONAL TERMS AND CONDITIONS

**1. Slip Assignment, Use and Condition.** The Marina hereby assigns to Owner the Slip identified above for Owner's exclusive use in connection with the Vessel described herein, together with an associated dock box (if the Marina elects to provide one). The assigned Slip may be used for accommodating the Vessel and no other purpose. Owner may relocate to another slip only upon obtaining the advance express written permission of the Marina. Marina shall have the right at any time in its sole discretion and without compensation to Owner, to reassign Owner's Vessel to a different slip, at Owner's sole risk and expense. The Marina shall in such event provide at least seven (7) calendar days advance notice of such reassignment. Owner further agrees that Marina shall have the right, in the event of emergency or operational necessity, to immediately, and without prior notice to Owner, relocate Owner's Vessel to another suitable slip or end tie. Owner hereby grants to Marina permission in the event of an emergency or operational necessity, and also if Owner fails to move his/her vessel after receiving the above seven (7) day notice of reassignment, to board the Vessel for the purpose of moving her to another slip, in which event it is agreed that neither the Marina, nor its employees, officers or agents shall be liable for any loss, damage or other harm resulting from such movement of the Vessel. Owner shall not commit or permit guests, agents or invitees to commit any waste, nuisance or indecorous conduct at any place on the Marina's premises which might disturb the quiet and peaceful use of the premises by others at the Marina. Whether any given conduct constitutes a nuisance, indecorous conduct, or waste shall be within the Marina's unfettered determination. Owner acknowledges he/she has inspected the assigned Slip and surrounding areas, including walks, floats, ramps, and gangways and that they are in good, serviceable and suitable condition. Owner understands the Marina does not warrant the condition of the slip or surrounding areas, and that, except as otherwise provided herein, users of the docks, ramps and all other waterfront areas do so at their own sole risk. Owner shall maintain the Slip, floats, ramps, gangways and other areas surrounding the Slip in a neat, clean and unobstructed condition at all times. If Owner fails to do so, the Marina may do so, at Owner's expense.

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**2. Monthly Term, Fee Structure, Fee/Deposit Increases, Utilities, Non-Refundable Initial Payment.** Unless a specific term is specified above, this is a month-to-month contract that may be terminated by either party by providing 30 or more days advance written notice, in the manner specified below. If a specific term is specified above, this Agreement shall terminate automatically on the termination date above specified. The Marina reserves the right, as detailed below, to terminate this Agreement immediately in the event of a breach by the Owner of its terms or conditions. Wharfage fees shall be calculated based on the overall length of the Vessel (including but not limited to swim steps, bow sprits and anchors), or the length of the Slip, whichever is longer. All vessels are subject to measurement by the Marina, and the Wharfage fee will be determined by computations using the then current fee schedule. Owner grants permission for the Marina to board the Vessel, without liability, for purposes of verifying measurements of her length and beam. If at any time it is determined that the

length of the Vessel is longer than specified above by the Owner, the Marina may charge, and Owner shall immediately upon demand reimburse the Marina, for any underpayment(s) occurring as a result of such incorrect representation as to the length of the Vessel. Slips are individually metered for electricity use. Meters will be read approximately every 30 days and Owner will be billed approximately every 30 days for actual electricity use indicated by such readings. Water service is included in the monthly slip fee. The Marina may but is not required to provide wireless or other internet service. If it does so, the Marina does not warrant the speed or otherwise the suitability of such service, and it reserves the right to charge a fee for the provision of such service. Owner understands that the Marina may increase Wharfage and/or other fees at any time upon thirty (30) days notice to Owner. The Marina shall provide notice of any fee increase by way of written notification tendered through the U.S. mails, in which event fee increases shall become effective thirty (30) calendar days after the written notification is deposited in the U.S. mails. Owner is responsible for notifying the Marina of any change in his/her address within 10 days of such change. Should Owner fail to notify the Marina in writing of a new address, any notice provided to Owner by the Marina may be delivered to the last address provided to the Marina and delivery to such address shall be conclusively presumed to comply with notice requirements, notwithstanding lack of actual receipt. Owner must provide an actual physical address for his/her mailing address. Adjustments in slip fees shall become effective on the first day of the calendar month next following. For example, if notice of an increase is provided on January 15, the new rates would become effective March 1. Upon notification of an increase in fees, Owner may elect to provide 30 days written notice of termination of this Agreement. If the Marina elects to increase fees as herein provided, Owner may be required to either execute a new Contract for Private Wharfage or (at the Marina's option) execute an Amendment or other writing evidencing the new rate and any new or revised terms. Owner's contractual right to occupy his/her assigned slip is not automatically renewable but can only be renewed if Owner abides by each and all of his/her contractual duties detailed in this Agreement, including the duty to make timely monthly payment of fees. Fees are payable in advance at the time of the final execution of the Agreement and on the first day of each calendar month commencing the date this Agreement and each succeeding calendar month thereafter, as further detailed below in the section titled: "Time and Place for Payment of Monthly Wharfage Fees, Late Fee, Interest On Arrearages." In addition to the key FOB deposit and the security and performance deposit specified above, Owner shall upon final execution of the Agreement and the assignment of a berthing space, tender the "Total to Be Paid" specified above, which sum represents deposits and fees due for the first month. Sums paid for the first month's Wharfage fees are non-refundable.

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**3. Security and Performance Deposit.** Owner agrees to pay to the Marina the amount of the Security and Performance Deposit specified above, to secure the faithful performance of Owner's obligations hereunder. In addition to all remedies that Marina may have under this Agreement, Marina may at its sole option and judgment apply such amounts of said Security and Performance Deposit Fee as are reasonably necessary to: (a) remedy Owner's default in payment of the fees and other charges due

hereunder; (b) repair damage to Marina property caused by Owner's or Owner's family, guests, agents or other invitees; (c) clean the berth/mooring/storage space; (d) pay attorneys' fees, litigation expenses and costs incurred in enforcing the Marina's rights and remedies relating to this Agreement; or (e) to satisfy any other of the Owner's obligations hereunder. In the event this Security and Performance Deposit or any portion thereof is applied as provided herein, Owner agrees to deposit with the Marina, within ten (10) days after written demand from Marina, an amount sufficient to restore said Security and Performance Deposit to its original sum. If the amount of the Security and Performance Deposit is increased during any term of the Agreement, Owner agrees to pay additional sums as will cause the Security and Performance Deposit paid by him/her/it to equal the amount required by the Marina's then current monthly slip fee schedule. Failure to do so shall constitute a material breach of this Agreement. All Security and Performance Deposits are fully earned at the time of payment to Marina. Upon termination of this Agreement any remaining portion of said Security and Performance Deposit will be returned to Owner within 30 days following the date the Marina has regained possession of the berth/mooring/storage space and is able to determine the amount of any refund if any, to the Owner. Unless the Marina expressly so approves in writing, Owner may not use any portion of the Security and Performance Deposit as payment of the last month's Wharfage fees. Marina shall have the right to combine said Security Deposit with other funds of the Marina. Marina shall not be obligated to, and shall not, pay interest on the Security and Performance Deposit.

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**4. Key Purchase/Terms of Use.** Owner shall upon execution of this Agreement pay the sum specified above as the "Key FOB Purchase" for each gate key FOB issued to Owner. The Marina reserves the right to restrict the number of key FOB's issued to any Owner. In the event of the loss, misplacement or theft of a key FOB or other issued access device the Vessel Owner shall immediately so notify the Marina. **A new \$30.00 purchase fee will be imposed for each key FOB replaced.** Key FOB's may not be transferred, loaned or sold. Should there be a violation of the terms and restrictions placed on use of key FOB's or other issued access devices, the Marina may immediately and without further advance notice disable key FOBs and other access devices and revoke the Vessel Owner's right to use such FOB's and devices. The Marina reserves the right, as and when it deems prudent and without advance notice, to close off or deny key FOB access to portions of the premises which are not necessary for the Owner to access his or her vessel.

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**5. Time and Place for Payment of Monthly Wharfage Fees, Late Fee, Interest On Arrearages.** Owner shall tender all payments due hereunder to Marina, for receipt at the following address or such other place as may be designated: 2099 Grand Street, Alameda, California 94501. Payments of all fees and charges are due on, and must be received no later than, the first day of each month, with or without a billing statement. Owner further agrees to additionally pay fees, excise or other taxes that may be imposed or levied on or about the Vessel by any governmental agency, and to maintain such fees and

taxes current. Non-payment of Slip Fees by the 11th day of the month shall be regarded as delinquent, resulting in a late charge consisting of \$20.00 for each month in which the account is in arrearages, plus \$2.00 per day until the account is brought current. Such delinquency in payment shall constitute a material breach of this Agreement, in which event the Marina may immediately terminate this Agreement and pursue all remedies available in admiralty, at law or in equity. In the event all fees or other charges are not paid by the 11th day of a month in which they are due, the Marina shall be entitled to terminate this Agreement and begin charging Wharfage fees at the Marina's then current guest or transient rate, until such time as the account is brought fully current. Interest shall accrue on all sums due, including collection costs and attorneys' fees, at the rate of 10% per annum or the maximum rate permitted by law, whichever is less, until all such sums are paid in full. **This Agreement shall terminate automatically and without further advance notice if for any reason the account for the Vessel becomes 60 or more days in arrears, in which event Owner shall immediately remove his/her Vessel from the Marina's premises.** If the Vessel is not so removed, she will be regarded as a trespasser and Wharfage fees will be assessed at the then current daily without waiver of the Marina's objection to the Vessel's trespass.

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**6. Returned Checks; Attorney Fees/Costs.** There will be a \$25.00 administrative fee charged for any check returned as un-payable, for any reason. In addition, Owner shall reimburse the Marina for any charges imposed on it by any bank in connection with the Marina's efforts to negotiate a check that is returned as un-payable. After tender of a returned check Marina may require Owner to thereafter tender payment by bank check or money order.

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**7. Lien Against and Right to Chain and Move Vessel Due to Non-Payment of Fees.** Maritime law provides that a vessel may be arrested by the U.S. Marshal to satisfy a maritime lien arising from the provision of maritime necessities, including Wharfage services. Owner agrees that if fees due are not paid by the 30th calendar day of each month or if the Owner in Marina's opinion has abandoned the Vessel, the Marina shall become entitled, without providing advance notice, to chain the Vessel to the slip where she lies and/or move her to any other location in the water or on land and chain the vessel at her new location. Owner specifically agrees that if the Marina elects to move and/or chain the Vessel as herein provided, Owner shall indemnify, defend and hold the Marina harmless from and against all liability arising from or in any way connected with the chaining or movement of the Vessel. Owner shall in such event remain liable for the full amount of the monthly fees as they become due, notwithstanding the Vessel has been moved and/or chained or disabled. In the event Owner fails to pay all fees due by the 30th day of a month, the Marina may also, at its sole election, take all measures available to enforce its remedies in admiralty, at law and/or equity, including vessel arrest and sale of the Vessel by the U.S. Marshal pursuant to federal maritime law, disposal under the California Boaters Lien Law, and any other available remedy, without prior notice to Owner. Owner further understands and agrees that if all fees

due are not paid by the 30th day of a month in which they are due, the Marina may if a gate entry FOB has been issued and without advance notice or liability to Owner, disable Owner's gate key FOB(s). In such event, if for any reason Owner requires access to his/her Vessel, access can be obtained by personally requesting access at the Marina Office.

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**8. Attorney and Collection Fees.** It is agreed that in the event the Marina retains counsel to enforce its rights or remedies pertaining to this Agreement, whether or not a legal action is actually filed, attorneys' fees shall be recoverable by the Marina, together with all costs of any suit. If the Marina engages a collection agency to recover sums sue hereunder, Owner agrees to pay all associated costs and expenses, in addition to other sums due pursuant to this Agreement.

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**9. Termination of Agreement/Removal of Vessel Upon Breach.** All terms of this Agreement are deemed by the parties to be material and fundamental to its purposes. The Marina's obligation to provide Wharfage services under the Agreement may therefore, except as otherwise herein provided, be unilaterally and immediately terminated by the Marina in the event of Owner's breach of any term herein. If Vessel Owner fails to perform any of the terms, conditions and promises as set forth in this Agreement, Vessel Owner shall immediately following demand remove the Vessel from the Slip, shall remove all personal property, if any, from the Marina, and shall surrender to the Marina the Slip and all gate access keys and any parking passes or stickers to the Marina. Assuming Owner has not breached any term of the Agreement and the Agreement is for a monthly period, it can only be terminated by either party by giving thirty (30) days written notice of termination to the other. In terminating the Agreement pursuant to 30 days advance notice, the party terminating the Agreement is not required to specify any cause for the termination. Deposit of a written notice, postage prepaid, in the United States mail, postmarked to allow normal first-class delivery to the Marina within the thirty (30) day notification period, or addressed to Owner at the address given above or other address provided by the Owner in writing, shall constitute effective notice of termination. Oral termination of this Agreement shall NOT be effective. If after termination of this Agreement the Owner fails to remove his or her Vessel, the Marina may, at Owner's sole risk, move the Vessel to another slip at the marina or another waterfront location, or location ashore, and chain the Vessel to secure her to a dock or other location, with all associated expenses to be charged to and paid by Owner, including but not limited to charges for storage, towing, surveying, inspection, maintenance and preservation. In such event of a failure to vacate the Vessel following termination, the Vessel shall be regarded as a trespasser and Wharfage fees will, without waiving objections to the Vessel's trespass, be charged based on the Marina's then current daily guest fee. In the event the Vessel is vacated without the required 30 days notice, Owner shall be liable for thirty (30) days Wharfage fees above any fees owing at the time of the Vessel's removal.

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**10. Rules and Regulations/Clean Marina Program.** The Marina is committed to preserving the marine environment, so others can continue to enjoy the unique and irreplaceable waters in which the Marina is situated. Accordingly, we participate in the Clean Marina and other programs designed to preserve and protect waters in and around marinas. Many of the Rules and Regulations and other terms of this Agreement are intended to comport with best environmental practices, and to assure compliance with federal, state and local environmental protection statutes and regulations. Owner agrees that Marina's Rules and Regulations attached hereto and incorporated herein, and the current version of the Rules and Regulations, and any amendments thereto, are integral parts of this Agreement. Owner understands and agrees that the Marina may modify the Rules and Regulations by providing written notification tendered by U.S. mail, in which event the modification(s) shall become effective the TENTH (10th) calendar day after such notification is deposited into the U.S. mails. Owner shall comply, and shall cause Owner's family, agents, licensees and invitees to comply with the then current Marina Rules and Regulations. Should any such person violate any Marina Rule or Regulation, Marina may at its election either provide an oral or written warning or alternatively terminate this Agreement immediately and give Owner notice to remove the Vessel from the Slip.

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**11. Injury/Property Damage Caused by Irresistible Forces.** Under no circumstances shall the Marina be held liable for any personal injury or property loss occasioned by fire, storm, theft, winds, acts of God or any other irresistible force.

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**12. Solicitors/Boarding of Vessels by Marina Manager/Independent Contractors.** Owner shall not permit solicitors to access the Marina's premises. Unless advance permission is secured from the Marina, Owner shall not post any "For Sale" or similar sign(s) or notices on the Vessel or floats, gangways, docks or on any other Marina property. If the Vessel Owner lists the Vessel for sale, Owner shall notify the Marina immediately and advise the Marina who is allowed to show the Vessel, and such person(s) shall be required to check in at the Marina office and sign a Premises Access Agreement prior to entering onto the docks. The Marina Manager or any of his/her assistants may board any vessel at any time, without prior notice, regardless of documentation, for health, environmental or safety purposes, or to protect the Marina or other property, and/or the public peace. Companies and/or workers hired by Owner to accomplish tasks aboard a vessel are required to first visit the Marina Office and sign a Premises Access Agreement. Vessel Owners are required to so inform such workers. They are also required to carry liability insurance with minimum per occurrence policy limits of \$1 million which names the Marina as an additional assured, have a business license and provide worker compensation insurance for employees. Owner shall verify the existence of such insurance prior before permitting work aboard his/her Vessel. Vessel Owners shall instruct all those working on their vessels to do so in a manner that is professional and does not interfere with the enjoyment of the property by those at the



Marina. This is a private marina. The Marina reserves the right to refuse access to the Marina with or without cause for any purpose that is not legally recognized as unlawfully discriminatory.

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**13. Assignment/Vessel Sale/Use of Slip Only By Designated Vessel.** The Agreement and Owner's rights hereunder cannot be assigned or subleased by Owner without the advance written approval of the Marina. Any attempt to do so may result in the immediate termination of this Agreement. Owner understands that Owner maintains no ownership interest of any kind in the Marina and that he/she is not permitted to represent or imply to any prospective buyer of his/her Vessel or to anyone else that the sale of the Vessel includes a right to occupy a slip at the Marina. In the event Owner elects to sell or transfer any of his/her Vessel, Owner agrees to inform all prospective buyers and involved brokers that this **Agreement terminates automatically upon the sale or transfer of any ownership interest in the Vessel, or if she is chartered without the express written permission of the Marina,** and that the Vessel must (except as otherwise herein provided) vacate the Marina prior to or simultaneous with the new owner assuming ownership rights. Owner shall indemnify the Marina from all harm it suffers as a result of any representation that the Slip is transferable, including attorney fees and costs incurred in connection with asserting the Marina's rights related to an unauthorized occupancy of a slip occasioned or caused by such false representation that the Slip is transferrable. In the event the Owner wishes to sell his/her Vessel and a prospective owner wishes to maintain the Vessel at the Marina, the Marina may but is not required to consider permitting the Vessel to continue occupying the Slip, pursuant to such terms and conditions as the Marina may in its discretion mandate, including such slip transfer fee as the Marina may in its discretion require. Before the Marina will consider permitting the Vessel to continue occupying the Slip following transfer of ownership, the prospective new owner will be required to complete an application for review and approval, which approval the Marina shall be free to withhold for any reason or no reason. If Owner sells the Vessel and she does not vacate the marina at the time of such sale, and the new owner fails to apply for or if his or her application is not approved by the Marina, the Owner executing this Agreement shall (in addition to any liability on the part of the new owner) remain liable for payment of Wharfage fees at the Marina's then current guest rate, and shall pay all legal expenses incurred by the Marina in connection with efforts to compel the Vessel to vacate the Marina, including legal fees and costs incurred in foreclosing on maritime liens arising from arrearages in fees and/or the trespass of the Vessel. Only the Vessel identified above may occupy the Slip. Nothing except required safety equipment may be stored in any dinghy located in the water.

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**14. Marina Right to Interrupt Utilities During Repairs, Renovation, Construction.** It is understood that, from time-to-time, in order to maintain, replace, and/or improve the docks, ramps and other components of Marina, or for other reason(s), it will be necessary to interrupt power and other utility services provided to slips. Owner therefore represents and warrants the Vessel does not leak and is

otherwise seaworthy in all respects, and that all Vessel batteries used to power her bilge pump(s) or other denaturing equipment shall be maintained in a fully charged condition, sufficient that the vessel can be unplugged from dockside electricity for a minimum of 10 days, with sufficient battery power to drive bilge pump(s) and any other denaturing equipment aboard the Vessel. Owner also understands it is possible refrigeration systems might be temporarily inoperable during periods of construction or renovation, and that it is Owner's responsibility to remove perishable food items from refrigerators/freezers during such periods. If the Marina deems it necessary or prudent to interrupt power for emergency or urgent repairs, it may do so without prior notice to Owner. Owner shall hold Marina harmless from and against liability arising or potentially arising as a result of damage to the Vessel caused or occasioned by power interruptions, unless occasioned by the Marina's gross negligence or willful misconduct, which must be affirmatively established, and which may not be presumed.

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**15. Marina Rights to Move Vessel During Construction, Renovation, Other Work.** Owner understands and agrees that in order to accomplish maintenance, replacement and/or improvements to the docks, ramps and other Marina components, or for other reasons, from time to time it might be necessary to move the Vessel temporarily to a location other than the assigned Slip, as designated by the Marina. During such periods the Vessel might not be accessible, and it might be necessary to move the Vessel to a less desirable location, and/or to secure her to another vessel. In the event it becomes necessary or desirable to move Owner's Vessel during such work the Marina shall provide Owner at least five (5) calendar days' advance notice. Within three (3) calendar days following Owner's receipt of such notice, which will be presumed three (3) days after mailing, Owner shall move his or her Vessel to the space at the Marina designated in the notice, with all costs to be borne by Owner. If Owner elects not to move his or her Vessel or fails to do so within the period specified in the notice, the Marina and/or its designated agent shall be permitted to do so, and in such event the Marina shall invoice the Owner and Owner shall pay for the costs associated with moving the Vessel. Owner understands that in order to best accommodate the many vessel owners with yachts at the Marina, it will be necessary during the course of such work to temporarily locate Owner's Vessel to another place within the Marina, and that during such period the Vessel might be side-tied to a wharf or rafted together with another vessel or vessels, and that as a result the Vessel might not be readily accessible during the temporary period of relocation. It is also possible that during such work the Vessel will be inaccessible. Owner agrees to indemnify, protect and defend Marina from and against all actual or potential liability arising or potentially arising as a result of the relocation, side-tying or rafting of the Vessel with other vessels, and/or as a result of the Vessel being inaccessible during such work. Owner further agrees that, in the event his/her Vessel is not readily accessible and Owner desires access to the Vessel, he/she shall contact the Marina Office at least 24 hours in advance of the desired access time/date, in which event the Marina may but is not required to provide assistance in gaining access. Owner further understands that during periods of construction, renovation or other work it will be difficult or impossible to accurately predict how long

such work will take, or how long the Vessel will be located in temporary accommodations, and therefore he/she agrees Marina shall be held harmless from and against any liability actually or potentially arising from such temporary displacement, including but not limited to liability for loss of use. The Marina reserves the right, following completion of such work, to assign the Vessel to any slip or space it deems suitable.

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**16. Marina Security.** The Marina may but is not required to secure the services of security personnel, install and operate monitoring cameras or otherwise provide security features. If it elects to do so, Owner understands that such security is provided solely for the protection of the Marina's property, and Owner acknowledges and agrees that the Marina assumes no responsibility whatever for the personal safety of Owner or his/her guests, or for the safety or security of any vessels or anything on or around them.

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**17. Release From Soot, Smoke, Oil or Wake Damages.** Owner does hereby release the Marina from any and all claims, damages or liabilities arising out of the injury or damage to Owner, his/her guests or employees, or his/her Vessel or her contents, from soot, smoke, oil, wake or any other substance existing upon, in or over waters at the Marina or other portions of the Marina's premises. Owner further agrees to indemnify the Marina and save it harmless against any liabilities the Marina may now or hereafter incur, and to indemnify any third party against claims or expenses or loss out of injury or damage caused by such substances existing upon, in or over the water within Owner's anchorage or other portion of its premises.

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**18. Waiver & Severability.** The failure of the Marina to insist upon the performance of any term hereof, or the waiver of any breach of any term hereof, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. The invalidity of any portion of this Agreement will not and shall not be deemed to diminish or otherwise impact the validity of any other provisions. In the event any term or condition herein contained is held to be invalid, the parties agree the remaining provisions shall be deemed to be in full force and effect, as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

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**19. Registration/Documentation Proof.** A copy of the Vessel's state (D.M.V.) Registration or United States or foreign documentation must be on file in the Marina office, together with a current photograph

of the Vessel. Vessel Owner shall tender to the Marina on a yearly basis, with or without prior demand therefore, a true and correct copy of the Vessel's then current state registration or federal documentation.

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**20. Liability and Indemnity:**

a. Except as otherwise herein provided, during the term of this Agreement or while the Vessel remains on the Marina's premises or in the possession of the Marina or its assignee, all risk of loss or damage to property and of personal injury and/or death shall be upon the Owner. Additional to all other liability limitation and indemnity provisions herein contained, Owner, as a material part of the consideration to be rendered to the Marina under this Agreement, hereby waives, except as otherwise herein provided, all claims against Marina and its officers, agents and employees for interruption of or interference with utilities, claims for damage to the Vessel, her gear and her equipment, or any goods, wares, or equipment in, upon, or about the Vessel or the Common Areas, and for injuries or death to persons including, but not limited to, Owner's family, agents, licensees or invitees, including those occurring on, in or about the Vessel or the Common Areas from any cause whatsoever arising at any time including, but not limited to, theft, fire, storm, riots, strikes, collision, insufficiencies involving the electrical and other utility systems, chaffing, sinking, Marina negligence or otherwise. Owner agrees to indemnify, protect and defend the Marina from and against all such claims. Solely for the purpose of this Paragraph, the term "Common Areas" shall include but not be limited to all areas in, on or around the Vessel, the Slip, the dock areas, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around Marina's premises.

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b. **In the absence of gross negligence or willful misconduct by the Marina, which shall not be presumed and must be affirmatively established, neither it nor its respective officers, directors, agents, affiliates or employees shall under any circumstances whatsoever be charged with or liable for direct, consequential or any other damages sustained, no matter how occurring, by Owner or his/her family, employees, invitees, charterers or underwriters, including but not limited to loss of or damage to the Vessel or any other personal property caused by theft, fire, collision, chafing, dock maintenance or faulty repair, or by reason of any other cause, or for personal injury or death, even if occasioned by the negligence of the Marina or its employees, officers or agents.** Owner agrees to indemnify, protect and defend the Marina from and against any and all actual or potential liability arising or potentially arising from any such damage, injury, death or other loss by Owner and/or his her/family, employees, invitees, charterers and/or underwriters. In the event Owner does not wish to be bound by the exonerations from and limitations of liability inuring to the benefit of the Marina hereunder, the Marina shall and does agree not to enforce any such provisions herein, provided Owner agrees to and does pay Wharfage fees in a sum equal to the transient rates currently in effect, or twice the current usual Wharfage fees for non-transient vessels, which ever fee is

higher. If the Owner elects to pay the higher fee and opt out of the said exoneration and limitation terms, Owner must so notify the Marina in writing, and in such event it is understood all other terms and conditions herein shall remain fully enforceable, including the right to terminate this Agreement without cause upon providing 30 days advance notice. Nothing in this Agreement is intended to or shall be construed as exonerating the Marina from liability based on harm directly caused by its willful misconduct or gross negligence.

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c. The Marina contracts for wharfage and sets wharfage rates only based on the insurance and limited liabilities as set forth herein. It is therefore agreed that in the event any exoneration or limitation of liability provided herein in favor of the Marina is determined by a Court of competent jurisdiction to be unenforceable, the Marina's liability shall then be strictly limited to a sum equal to the per occurrence limit of the policy of insurance which the Owner is required hereunder to obtain naming the Marina as an additional insured. Owner accepts the above described risks of property damage/loss, personal injury and death occasioned by the acts or omissions of the Marina or its agents, employees, officers, directors, owners or affiliates, and Owner agrees to purchase and maintain such insurance against such risks as Owner deems prudent and shall look only to said insurance for compensation or damages related to any such loss regardless of the legal or physical responsibility therefor. As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/her/its insurers, Owner specifically waives all right of subrogation against the Marina and its agents, employees, officers, directors, owners or affiliates. Nothing in this Agreement is intended to or shall be construed as exonerating the Marina from liability based on harm directly caused by its willful misconduct or gross negligence.

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**21. Insurance/Proof of Current Registration.** Owner shall have in effect bodily injury, property damage and pollution insurance, as well as insurance covering contractual liability the Owner assumes under this Agreement, for the protection of the Marina and others, with a minimum coverage limit of \$300,000 per occurrence. Owner shall, before locating his/her Vessel at the Marina, provide an original or a true and correct copy of the Vessel's Certificate of Insurance evidencing such coverage, with a combined minimum limit of \$500,000 per occurrence. **Grand Marina** shall be named as an additional insured. Such insurance policies shall provide that 30 days or more notice to be given to the Marina in the event coverage is reduced, or if the policy is canceled or not renewed. Owner shall be responsible, with or without demand, for tendering a copy of the Vessel's current registration/documentation and Certificate of Insurance, so current copies are always maintained by the Marina. Owner agrees to provide written notice to Marina of any change in insurance carrier, insurance agent or policy number, within five days of the occurrence of any such change.

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**22. Physical Inspection/Marine Survey.** The Marina reserves the right to inspect the Vessel before Owner is permitted to locate her at the Marina, and to immediately terminate (or decline to execute) this Agreement if the Vessel is not in a condition that is, in the Marina's sole opinion, satisfactory and generally suitable to be located at the Marina. The Marina also reserves the right to require a Vessel owner to provide a copy of a marine survey of Owner's Vessel detailing the condition of the Vessel, prepared by an accredited marine surveyor within 365 days preceding the Marina's request. The Marina shall also be permitted upon the arrival of the Vessel and from time to time thereafter, as the Marina may in its sole discretion determine is necessary or prudent for purposes of health and/or safety, or to inspect the Vessel to evaluate overall condition. A failure to permit such inspections will be regarded as a fundamental breach of the Agreement which may result in the immediate termination of this Agreement.

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**23. Documentation/Registration and Condition of Vessel.** Owner shall keep his or her Vessel in a clean, well maintained and operable condition at all times during the term of this Agreement. The determination of adequacy of a Vessel's appearance is within the sole discretion of the Marina. If equipped with an engine or motor, it must be operable and capable of producing sufficient way to make the Vessel maneuverable. If the Vessel is a sailboat without an engine, she must be equipped with sails, and her standing and running rigging must be seaworthy. Owner warrants that the Vessel is properly documented or registered pursuant to the laws of the United States and/or the State of California, or a foreign nation, and that the Vessel is in compliance with all applicable U.S. Coast Guard safety regulations. Owner shall comply with all local, state and federal statutes, ordinances and requirements pertaining to the seaworthiness, safety, operation and all other matters related to the Vessel while she is at the marina and elsewhere. Owner shall maintain the Vessel's appearance, including regular cleaning, maintenance and replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment and any other appurtenances of the Vessel.

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**24. Use of Vessel for Pleasure Only.** Unless the Marina otherwise agrees in writing in advance, Owner shall use the Slip for the Vessel only for non-commercial, pleasure purposes and will not use the Vessel in connection with any commercial purpose, including but not limited to chartering. Owner agrees to vacate the Vessel from the Marina's premises whenever said Vessel is used for other than pleasure purposes, unless such use is expressly authorized by the Marina in advance, in writing.

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**25. Attornment.** Upon the written request of Marina, or any mortgagee, deed of trust beneficiary of Marina, or lessor of Marina, Owner shall, in writing, subordinate its rights hereunder to the lien of any mortgage, deed of trust, or the interest of any lease in which the Marina is lessee, and to all advances made or thereafter to be made upon the security therefore; provided, however, prior to executing any

such subordination agreement, Owner shall have the right to obtain from any lender or lessor of Marina requesting such subordination, an agreement in writing providing that, as long as Owner is not in default hereunder, this Agreement shall remain in full force and effect for the full term thereof. The holder of any security interest may, upon written notice to Owner, elect to have Owner's Contract for Private Wharfage subordinated to such security interest. In the event of foreclosure, sale, transfer in lieu of foreclosure or termination of the lease in which the Marina is the lessee, Owner shall attorn to the purchaser, transferee or lessor as the case may be, and shall recognize such party as Marina under this Contract for Private Agreement.

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**26. No Living Aboard/Limited Overnight Accommodations.** In the absence of a fully executed Live Aboard Addendum and payment by Owner of an additional fee specified in such Live Aboard Addendum, living aboard the Vessel by the Owner or any other person is strictly prohibited. For purposes of this Paragraph, staying aboard a vessel for three or more total days during a seven day/night period shall be construed and regarded for all purposes as living aboard, and shall constitute a fundamental breach of this Agreement, unless a Live Aboard Addendum has been fully executed permitting such living aboard. **In the event of an unauthorized live aboard, unless the Marina otherwise agrees in writing this Agreement shall terminate automatically, without notice, the Vessel will be regarded as a trespasser with current vessel guest wharfage rates imposed, and the Owner shall immediately remove the vessel from the Marina's premises.**

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**27. Slip Vacancy/Extended Absence.** Owner agrees that Marina may use the Slip when temporarily not in use by Owner, without compensation to Owner. Further, Owner shall notify the Marina in writing if the Vessel will not be in the assigned space at the Marina for any period exceeding 10 consecutive days. In such event, Owner agrees Marina may, without compensation to owner, assign another vessel to the Slip during the period of the absence of Owner's Vessel. Even if another vessel is so assigned to the Slip during such period of temporary absence Owner understands and agrees Owner will remain responsible for payment of the current monthly slip fees. To assure the assigned slip is available upon a Vessel's return, in the event the Vessel is absent from her slip for 10 or more consecutive days, Owner is required to provide Marina at least 48 hours advance notice of the date and time the Vessel will return to her slip. In the event the Vessel is absent from her assigned slip for a period exceeding 30 days, and the Owner has failed to notify the Marina of an extended absence as herein required, the Marina may elect to immediately terminate this Agreement without advance notice and assign the slip or wharf space to another vessel. In such event of non-notification, Owner shall remain liable, in addition to other fees then owing, to tender a sum equal to 30 days Wharfage fees.

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**28. Electrical Extensions/Dock Power Connections.** All electrical cords and adaptors connected to the dockside power receptacle must be unmodified, weatherproof, comprised of three wires, grounded and U.L approved for marine use, and must comply with Article 555 (or successor Article) of the National Electrical Code. GFI protection might not be provided at the electrical pedestal. The Owner is responsible for providing GFI protection when using the provided electricity. Neither Owner nor anyone at his or her direction are permitted to alter electrical or other utilities in any manner under any circumstance.

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**28 a. Configuration and Condition of Electrical Extensions/Dock Power components.** The Owner certifies that the vessel has undergone inspections of the vessel electrical system by a certified marine electrician for verification of serviceable and proper circuitry; serviceable and functioning electrical breakers; serviceable and proper gauge shore power cord; and that the shore power cord, when used at the Marina, will be in configuration as recommended by a certified marine electrician.

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**29. Overboard Discharges/Waste Disposal.** The Marina has a "zero tolerance" policy with respect to overboard discharges. Overboard discharges of heads or holding tanks (both "black water" and "gray water") is forbidden by law and by Marina's rules. Violation of such laws or contract terms is grounds for immediate eviction and termination of the Marina's obligations to Owner under the Agreement. Owner shall at all times maintain an oily waste absorbent pad in each bilge. At no time may anyone use a detergent or emulsifier on an oil spill. If the Vessel is equipped with a head or other permanent installation designed to hold human waste, the Vessel must be equipped with a marine holding tank. Owner agrees to permit inspection of such heads/installations upon demand by Marina and agrees to permit a marina representative to deposit a dye tablet into any waste holding tank if the Marina deems it appropriate for any reason, or to require Owner to deposit a dye tablet into holding tank(s). Oil and other contaminated waste must be deposited in the appropriate containers located at the Marina. Drums for receiving and disposing of bilge water, oily wastes and other contaminants, conforming with applicable laws, are provided by an outside vendor for the exclusive disposal of such wastes.

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**30. Reporting of Collisions and Allisions.** Any damage to Marina property or another's property located on Marina property caused by Owner's Vessel, Owner or Owner's guests/invitees must be reported by Owner to the Marina immediately. In the event of a collision or allision occurring at the Marina, such incident must be immediately reported to the Harbormaster. If the incident results in more than \$500 in property damages it must be reported to the California Department of Boating and Waterways. If a collision or allision occurs and results in significant environmental harm, vessel unseaworthiness, \$25,000 or more in property damage, or death or personal injury requiring treatment



beyond first aid, it must be immediately reported to the U.S. Coast Guard and a Marine Casualty Report must be completed.

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**31. Securing Vessel.** At all times during which the Vessel is berthed at the Slip, Vessel Owner shall cause her to be safely and properly secured in her slip in a manner acceptable to the Marina. This is the Owner's duty alone. All vessels will be secured in the slip with over-sized lines for the size and weight of the vessel. Unless secured at an end or side tie, vessels are to be secured with a minimum of lines (4 point - forward and aft on starboard and port sides), and with at least two fenders attached. Spring lines are not required but are recommended. Dock lines will be maintained in a safe manner (non-chafed, without evidence of significant deterioration). The Marina may, at its option, replace or add dock lines and in such event, it will bill the Owner for this service. Any damage to other vessels or docks caused by an improperly secured Vessel will be the sole responsibility of the Vessel Owner. If the Marina deems it necessary to re-secure the Vessel for any reason, Vessel Owner agrees to pay the Marina a reasonable service charge, in the minimum amount of \$25.00, for doing so plus the cost of all materials used. However, the Marina assumes no responsibility for the safety of the Vessel and will not be liable for any damage to the Vessel, her equipment, or any property in or on said Vessel occurring by reason of Marina's decision either to re-secure the Vessel or to not re-secure said Vessel.

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**32. Payment for Damage to Marina Property by Owner, Etc.** In the event Marina property is damaged or destroyed by any conduct by Owner or his/her guests or invitees, or the failure of Owner to maintain or operate his/her Vessel, Owner shall immediately, upon demand by the Marina and presentation to Owner of a statement of damages, tender full payment to the Marina to cover the cost of such damage(s) or loss(es).

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**33. Effect of Damage or Destruction.** In the event of damage to or destruction of the Marina or the Slip by fire, flood, earthquake, or any other natural cause or causes, the Marina shall have the option to: (1) treat this Agreement as continuing and repair or restore the Marina or Slip to substantially their condition before such damage or destruction within sixty (60) days of the final approval of required permits; or (2) terminate this Agreement and all further obligations hereunder of either party by written notice to Vessel Owner. After the occurrence of such damage or destruction, the Marina shall attempt, within reasonable operational constraints (which shall be within the discretion of the Marina), to provide a temporary slip or temporary wharf space for the Vessel until repairs to the assigned slip have been effected to the Marina's satisfaction. If a temporary slip or wharf space is not so available and the Vessel's assigned slip remains partially useable (even if parts of the slip area are damaged), the Vessel shall remain in or be returned to the slip when the Marina deems it safe to do so, and in such event the Vessel Owner's obligation to pay fees hereunder shall be abated in an amount which the Marina, in its

sole discretion, shall determine to be reasonable and proportionate to the area of the Slip rendered unfit for use by Vessel Owner during the period of repair or restoration.

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**34. Apportionment of Costs Incurred in Providing Storm Protection.** Owner is solely responsible for the safety of his/her Vessel, and Owner agrees that the Marina shall have no obligation whatever to take action(s) in advance of or during a storm, or otherwise, to preserve or protect Owner's Vessel. It is further agreed, however, that the Marina may, at its sole election, undertake such actions during or in advance of a storm or other threatened unfavorable weather as it alone deems appropriate and/or necessary to preserve or protect any or all vessels located on its premises. In such event it is agreed that Owner shall indemnify and hold the Marina harmless from any and all personal injury, death or property damage occurring in connection with the Marina's efforts to preserve or protect vessels during or in advance of a storm. It is further agreed that if the Marina provides such preservative/protective services during or in advance of a storm, all costs associated with such rendering of such services shall be apportioned equally among all vessel owners.

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**35. Removal of Unseaworthy Vessel or Vessel In Disrepair.** 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, but is not required to, remove the Vessel from the water and dry store her, at the Marina or elsewhere, at Owner's sole risk and expense.

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**36. Vessel Abandonment -- Disposal At Owner Cost.** In the event Marina terminates this Agreement by providing written notice to Owner (at his/her last known address) of such termination, or in the event of an automatic termination of this Agreement as provided for above, Owner shall immediately remove his/her Vessel from the Marina's premises. After the date of such termination wharfage rates for the Vessel, which will be regarded as a trespasser, will accrue and be calculated at the then current guest vessel rate, without waiver of the Marina's objection to such trespass. If for any reason the Vessel is not removed within 60 days of the date of termination of this Agreement, it is agreed the Vessel shall be conclusively regarded for all purposes as having been abandoned. The Vessel shall also be conclusively deemed abandoned if wharfage fees are two or more months in arrears, unless the Owner notifies the Marina in writing the Vessel has not been abandoned; in such event the Vessel shall be deemed abandoned if the Owner fails to remove the Vessel from the Marina within 30 days of the date the Owner provides notification the Vessel is not abandoned. If the Vessel is deemed abandoned as provided herein, the Marina shall become entitled, without liability, to dispose of the vessel in any manner and by any means, including but not limited to destruction, public or private sale, or any other means. If the Vessel is disposed of in such manner, Owner shall indemnify, protect and defend the Marina and its employees, officers and agents from and against all actual or potential liability (including

but not limited to legal claims, liens and judgments) arising from or in any way pertaining to such Vessel disposal, including but not limited to claims by mortgage lien holders. If the Marina elects to dispose of a Vessel by way of destruction it will cause an in-water condition and valuation survey to be completed in advance and will cause public notice of the intended disposal to be published in a publication of general circulation in the City of Alameda for at least seven (7) days in advance of such disposition. In addition to wharfage fees, the Owner shall be liable for and indemnify the Marina from and against all actual or potential liability relating in any way to the removal and/or disposal of Owner's Vessel, and for the costs of such disposal, including but not limited to surveying costs, disposal costs, storage costs, and legal fees.

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**37. Dispute Resolution (Not Applicable to Marina Claims Against Vessel). Except as below specified, in the event a claim arises under or pertaining in any way to this Agreement that is not resolved by negotiation, the parties agree they shall submit such dispute for non-binding mediation prior to commencing any litigation. If a dispute is mediated, the parties shall share the costs for the Mediator equally, and each shall bear their own attorneys fees and other legal costs associated with the mediation. Such mediation shall take place in Alameda County, before a single mediator, selected mutually by the parties. The mediator selected shall either be a retired Federal Court Judge or Magistrate Judge in Alameda County, the County of San Francisco, or Marin County, or shall be a licensed California attorney in said areas who has at least five years experience in the day-to-day practice of maritime law. The foregoing mediation requirement does not apply to any claims the Marina has against the vessel for her debts or torts. Nothing in this Agreement shall be construed to limit in any way the Marina's right to seek recovery directly against the vessel in an in rem action in a U.S. District Court for liens based on the debts and/or torts of the Vessel. Unless the Marina agrees to do so in writing, such claims against the Vessel are not restricted by or subject to the mediation provisions herein. The intention of this Paragraph is to require mediation only of claims the Owner(s) might have against the Marina or claims the Marina might have against the Owner(s), and not claims the Marina might have against the Vessel. As an alternative to the above dispute resolution process, the parties may but are not required to mutually agree in writing to dispose of the dispute by submitting it for resolution by the Small Claims Court located nearest the Marina.**

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**38. Salvage Services.** The Marina has no obligation whatever to dewater or provide any salvage service to the Vessel should she leak or otherwise need assistance in remaining afloat. Notwithstanding that it has no duty to do so, in the event the Marina personnel determine that a Vessel is in need of dewatering or other salvage services it is agreed that the Marina may engage the services of a salvor to dewater the Vessel and provide such other services as are, in the Salvor's sole opinion, prudent under the circumstances. In such event, it is agreed that the salvor's services shall be provided at the Owner's sole

risk, and that he/she shall immediately upon demand reimburse the Marina or pay the salvor directly for all services it provided. Owner agrees that in the event a salvor provides services for the benefit of Owner's Vessel, the Owner shall indemnify, protect and defend the Marina and the salvor from and against all actual or potential liability therefrom arising or relating.

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**39. Tender of Required Notice(s)/Owner's Duty To Maintain Current Information With Marina.**

All written notices to Owner required by this Agreement shall be mailed via first class regular mail to the Owner's address indicated above. A physical address (not box number) is required. It is Owner's sole responsibility to notify Marina of any change of this address in writing within 10 calendar days of such change. Owner agrees that notice sent to the Owner's address as listed above or such other address as Owner provides in writing as above required shall be conclusively deemed to be effective service of such notice. All notices to the Marina shall be addressed to: Grand Marina, 2099 Grand Street, Alameda, California 94501. The Marina reserves the right to change its address for notification purposes by providing written notice of such change to Owner at his/her last known address. Owner further agrees to notify the Marina in writing if there is any change to Owner's telephone number, emergency and business information, insurance information or any other information provided on the above Application and Maritime Contract for Private Wharfage that Owner completed in connection with this Agreement.

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**40. Access to Vessel By Others.** Guests of the Owner at the Marina must be accompanied by the Owner, who must be on the premises at all times when guests are there. Boat service providers must check in at the Marina Office and sign a Premises Access Agreement.

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**41. Agreement As Complete Expression Parties' Understandings.** The Agreement contains a complete expression of the Agreement between the parties hereto. There are no promises, representation, agreements, warranties or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies and benefits provided by the Agreement shall be cumulative and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies and benefits allowed by law. The subject heading of the Sections of the Agreement is included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

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**42. Owner's Legal Capacity.** The person signing below as the Owner attests that he/she is legally entitled to bind the Vessel and all of her owners to all terms of this Agreement, that in the event the person signing below is not the sole owner of the Vessel he/she has obtained the express permission of

all persons with an ownership or equitable interest in the Vessel, and that he/she at the time of reviewing/executing this Agreement is not under the influence of alcohol or any legal or illicit drug, and that he/she has reached the legal age of majority, and that he/she is not legally incapacitated or otherwise unable to fully understand and appreciate the terms contained herein.

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## **RULES AND REGULATIONS**

**Note:** These Rules and Regulations constitute an integral part of the Contract for Private Wharfage. They are for the benefit the Marina and all those who maintain a vessel at the Marina. Boat owners are required to notify the Marina of any accidents or unsafe or hazardous conditions that come to their attention.

1. **Water and Power Lines.** Neither water nor power lines may cross main head walks, or otherwise be positioned to create an actual or potential trip hazard. Such lines may not be secured to the dock. To conserve water, automatic shut-off nozzles must be attached to hoses. Hoses must be turned off when not in use. Hoses may be connected to the vessel only on a temporary basis, as necessary to fill freshwater tanks. Shore power cables not being actively used must be stowed aboard the vessel or, if provided by the Marina, a dock box.

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2. **Safe Mooring.** All vessels shall be moored in a safe manner, and Vessel Owners shall comply with all directions or recommendations made by the Dockmaster pertaining to the securing or mooring of Vessels.

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3. **Vessel Inspections.** The Marina reserves the right to inspect all boats to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations.

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4. **Fishing/Swimming.** Fishing or swimming from Marina premises are not permitted. Fish clean is prohibited in slips and on docks. If fish are cleaned aboard, the waste products may not be deposited into the water.

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5. **Bicycles/Skates, Etc.** No person shall roller skate, roller blade, skateboard, ride bicycles, motor scooters or motorcycles on the docks or gangways located at the Marina.

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6. **Projections Beyond End of Berth.** Unless the Marina otherwise agrees in writing, no vessel or part of any vessel (including all extensions such as swim steps, booms, bait tanks, etc.) may project beyond the end of the berth into the waterway, and in no event may any vessel pose a risk to safe navigation of other vessels. No part of the boat, including any bowsprit, bow plank, anchor, and anchor rollers may overhang the walkway(s).

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MARITIME CONTRACT FOR PRIVATE WHARFAGE

7. **Children.** Children under 12 years are not permitted on docks without the immediate presence of their parents or other responsible adults. Non-swimmers or toddlers are required to wear life jackets when on the docks or boat decks. Children under 18 must have adult supervision while at the Marina.

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8. **Hazardous Activities/Barbecues.** All high-risk fire hazards, i.e., refueling boats and transferring fuel at dock side, storing flammable material on docks, etc. are strictly prohibited. Barbecues are strictly prohibited on all dock areas. Use of charcoal barbecues is not allowed on vessels. Gas fired barbecues are permitted, but only if they are attended at all times while in use and are located aboard a vessel.

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9. **Discharges from Vessels/Disposal of Liquids.** No tenant shall throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, oily bilge water or other contaminants into the water or Marina premises. All such substances shall be deposited at appropriate disposal sites. Vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. Marina prohibits the use of detergents and emulsifiers on fuel or oil spills. The Marina requires tenants to use oil-absorbing materials in vessel bilges and in boat slips. In the event of a discharge of oil or other contaminant, the Vessel Owner is required to immediately notify the Marina, the U.S. Coast Guard and all other agencies, as required by law. Owner shall also immediately take all necessary actions to remove spilled substances from the water and from all pilings, vessels and other surfaces impacted by the spill. The Owner shall if necessary, retain the services of a professional pollution response company. Marina prohibits open containers of paints or other maintenance supplies on the docks. Liquids must be stored only in sealed containers aboard the Owner's vessel or off the Marina's premises.

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10. **Use of Chlorinators.** Use of boat toilets not equipped with chlorinators or effluent treatment, or storage devices shall not be permitted within the Marina. The Marina reserves the right to inspect all boats for installation and proper operation of such sanitation devices.

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11. **Laundry.** There shall be no laundering or drying of wearing apparel or towels other than in the interior of vessel. Drying of clothes or other items on deck or in a vessel's rigging is prohibited.

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12. **Noise and Conduct.** Disorder, depredations or indecorous conduct by tenant or his visitors that might injure a person, disturb other berth tenants, cause a nuisance or damage to the property, or harm to the reputation of the Marina may result in immediate termination of the Vessel Owner's Contract for Private Wharfage. Owner shall not make or allow any disturbing noises on the docks or anywhere on the

premises, including shouting, loud talking, and playing music, with particular emphasis between the hours of 9:00 p.m. and 7:00 a.m., either by Owner or his/her family or guests, nor shall Owner permit such persons to engage in any conduct which will interfere with the rights, comforts or convenience of others. The activities and conduct of Owner and/or Owner's guests while on the Marina's property must be reasonable at all times. Except for entering or leaving the slip or as necessary in an emergency, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 5:00 p.m. and 9:00 a.m. without prior permission from Marina. Halyards shall be secured to eliminate noise. Vessels shall not be operated while in gear while secured to the dock. Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guests' actions or misconduct. Owners are not permitted to have parties on the dock without prior consent of the Marina.

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**13. Engine Operation.** Engines may not be operated in gear while boats are secured to dock. Engines shall not be operated for more than 15 minutes at any given time while the vessel is in her slip.

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**14. Speed Limit.** The speed limit within Marina is steerage only, with no wakes and not greater than 5 miles per hour.

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**15. Improper Vessel Handling.** Improper or unsafe boat handling that is, in the Marina Manager's unfettered discretion unsafe or otherwise improper may result in the immediate termination of the Owner s Contract for Private Wharfage.

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**16. Use of Floats.** The use of docks/floats to store or place supplies, materials, accessories, or gear of any kind shall not be permitted within the Marina.

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**17. Boarding Steps, Dock Boxes and Other Obstructions.** Anything left on docks or other areas of the Marina pose potential hazards to all on the premises. The safety of those on Marina property is a matter of paramount importance. Therefore, apart from boarding steps or dock boxes that have been approved by the Marina, and properly stowed water hoses and power cords, nothing may be left on the docks or other places located on the Marina's premises. Only one boarding step (if approved) may be used per vessel. Dock steps must be temporary and removable and shall not be wider than one-half of the width of the finger to which the Vessel is moored, and no more than three feet in length. The steps must be of a light weight construction, must blend in with the decor and must approved in advance of placement by the Marina. The Marina reserves the right to prohibit storage within boarding steps. No



dock box or other structure may be attached to any dock, pier, float, walkway or other marina property without first obtaining the Marina's prior written consent. Gasoline and other flammable liquids, corrosive liquids and other liquids or materials that may not lawfully be discharged into the water, and objects weighing in excess of 25 pounds, may not be stored in dock boxes or boarding steps.

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**18. Working on Vessel.** Apart from "ordinary maintenance and repair," no work involving the Vessel may be accomplished while at the dock or otherwise on Marina property. The Marina shall be the sole judge as to what constitutes "ordinary maintenance and repair." Prohibited work includes, but is not limited to, hull scraping, hull painting, engine repair, transmission repair, heavy sanding, use of paint remover, spray guns and/or the burning of paint on the topsides or above the decks. No work may be accomplished at the Marina if it can result in sanding residue, petroleum products or anything else being deposited into the water. Vessel Owners are required to recover and dispose of all sanding dust. The Marina may at its option make a work berth available for vessel owners, upon approval by the Marina, to complete maintenance work. Contractors hired by Owner to work on the Vessel must be approved by the Marina prior to the commencement of such work, must sign a Premises Access Agreement at the Marina Office, and each such contractor must maintain and provide proof of liability insurance in an amount of at least \$1 million and worker compensation coverage for employees.

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**19. Damage to Marina Property.** Vessel Owners will be held responsible for any damage to the Marina premises and/or structures (including docks, ramps, electrical pedestals and/or utilities) caused by the Owner or his/her guests, agents and/or employees. Owner is required to immediately clean up any oil, paint or other materials that are spilled, dripped or otherwise applied to the docks or other Marina property. Such damage will be repaired or corrected solely by Marina at the expense of the tenant.

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**20. Soliciting and Posting of Signs.** Advertising or soliciting sales or other business at the Marina is prohibited, including the posting of for sale signs or notices. If a vessel is offered for sale, the vessel owner must meet prospective buyers at the Marina, as they will not admit prospective buyers to access the docks without the vessel owner being present.

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**21. Commercial Use of Vessel.** Use of any boat moored at the Marina for commercial purposes is not permitted without the prior written approval of the Marina.

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**22. Small Boat Storage.** Unless the Marina otherwise agrees in writing, dinghies, sabots, inflatables, kayaks, canoes and other auxiliary craft must be stored on the Vessel and not in the Slip, or in dinghy

racks, if provided by the Marina. If such racks are provided, the Marina reserves the right to charge a fee for their use.

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**23. Amended of Rules/Statutes/Regulations.** Vessel Owners are required to comply with not only existing ordinances, statutes and Rules and Regulations, but also to abide by all amendments to such rules, statutes and regulations and all newly adopted ones.

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**24. Television Antennas.** Television and other antennas, including satellite dishes, are not permitted on or about vessels (unless completely contained within an on-board dome), and may not be affixed to any piling or other Marina property.

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**25. Unauthorized Moorage.** No vessel may be moored at Marina unless a current Contract for Private Wharfage is in effect between the Owner of the Vessel and the Marina.

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**26. Use of Approved Equipment/Alterations to Docks & Premises.** All equipment used on floats by tenants (dock wheels, boarding ladders, etc.) must be of a type approved by Marina. Vessel Owners may not install additional dock lockers, fenders, bumpers, rub rails, rollers or in any way make alterations to the dock and fingers. All installations must be approved by the Marina on an individual basis.

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**27. Maintenance of Slip and Surrounding Areas.** Owner agrees to maintain the Slip, the dock box, the walks, floats, ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Should it become necessary for Marina to maintain the area in said condition, it will be done at Owner expense.

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**28. Disposal of Refuse.** Owner shall not deposit into any general purpose garbage can located on Marina property any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to batteries, engine machinery parts, interior parts, fastenings or upholstery; or (3) any item weighing in excess of 20 pounds. Oil and other contaminated waste must be deposited in the appropriate containers located at the Marina. Drums for receiving and disposing of bilge water, oily wastes and other contaminants, conforming with applicable laws, are provided by an outside vendor for the exclusive disposal of such wastes.

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**29. Pets.** Pets are permitted, subject to the following conditions. Dog and cats must be leashed at all times while on Marina property and kept aboard the owner's vessel at all times. No animal may be tied to any piling, dock or other marina property. Owners are required to clean up all pet droppings and dispose of them properly. Excessive barking and general nuisances caused by pets, which determination shall be within the Marina's sole discretion, will not be permitted and might result in termination of the Contract for Private Wharfage. Owners must maintain their pets in their presence at all times when they are on the Marina's premises and may not leave pets unattended aboard their vessels. Owner agrees that upon request by the Marina Manager or his/her subordinates, in response to a complaint or complaints made by others at the marina, Owner shall immediately remove any pet to a location off of the Marina's premises. The Marina reserves the right to prohibit certain breeds of dogs and animals that have or might, in the Marina's sole determination, pose a safety or health risk.

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**30. Flammable Materials & Fuel Leaks.** Owner agrees that in the event his or her Vessel experiences the leak or spill of any fuel or other combustible liquid within the interior of the Vessel, he or she shall immediately contact the City of Alameda Fire Department and the Marina Office to report such leak or spill. If the Marina Office is closed the Owner shall immediately call the afterhours emergency phone number: 911 . Owner further agrees in the event of such leak or spill to immediately contact an emergency vessel towing service to arrange for the removal of the Vessel from the Marina, provided it has been determined this can be safely accomplished. Owner shall, before returning the Vessel to the Marina, arrange to have the problem(s) causing any leak permanently corrected.

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**31. Storage of Equipment.** Owner shall not store or leave any items on the floats, docks, fingers or landings, including plants, bicycles, dinghies and other items. Bicycles must be stored on the Vessel or on any dedicated bike rack, if the Marina elects in its sole discretion to provide one.

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**32. Restricted Access Through Gates.** In the interests of security, safety and privacy, vessel owners and their guests are not permitted to open gates for any individual not personally known to be a marina tenant.

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**33. Dock Carts.** Dock carts owned by Vessel Owners are to be stored aboard Owner's Vessel or vehicle when not in use, and not left on docks or other Marina property. The Marina may but is not required to provide dock carts for use by Vessel Owners. If it elects to do so, Vessel Owners shall return dock carts after use to the area designated by the Marina for dock cart storage.

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**34. Parking.** Vehicles shall be parked only in designated areas. The owner of any vehicle parked on Marina property shall indemnify, protect and defend the Marina from and against all actual or potential liability, whether property damage, theft or personal injury or any other harm caused or occasioned by parking on Marina property. Parking shall therefore be at the owner's sole risk. The display of a parking permit, issued by the Marina, is required. Vehicles parked without such a permit are subject to being towed, at the owner's risk and expense. No parking areas shall be used to store any vehicle or trailer. The parking of any motor home, mobile home, camp trailer, camper, trailer, or similar vehicle shall be at the discretion of the Harbormaster and a special permit issued by the Marina shall require. The following parking restrictions shall apply:

(a) Apart from one car owned by a person living aboard a vessel pursuant to a Live Aboard Addendum, Marina parking is limited to no more than 72 hours. Vehicles not owned by such live aboard that are left for more than 72 hours without the express written prior approval of the Marina Office will be subject to being towed. Designated parking is expressly and exclusively for the use of Marina slip tenants and their guests. Violators will be towed at the owner's sole risk and expense.

(b) Vehicle maintenance work in the Marina parking areas is strictly forbidden.

(c) No overnight occupancy, loitering, cooking, or sleeping is allowed in or about any vehicle while in the Marina parking areas.

(d) The parking areas are also for the use of pedestrians moving about. Please drive very slowly through these areas to avoid accidents and injuries.

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**35. Telephone Messages and Mail.** The Marina does not accept or deliver telephone messages for vessel owners or their guests. The Marina likewise does not accept or deliver mail for vessel owners or their guests.

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**36. Firearms.** Firearms and ammunition must be disclosed to the Marina Harbormaster's office.

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**37. Maintenance Best Management Practices.** Owner and Owner's contractors must adhere to the following procedures. The Marina is a certified "Clean Marina." A failure to follow these policies /procedures might result in immediate termination of the Owner's Contract for Private Wharfage.

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## GENERAL ENVIRONMENTAL POLICIES

### **1. Pump-Out Station Locations, and Commercial Pump-Out Services**

1. All contractors, independent contractors and self-employed boat workers hired by Owner must maintain proof of insurance in the minimum amount of \$1 million, a current business license, worker compensation coverage for employees and register with and receive prior approval from the Marina before beginning work on the Marina's premises. They must also execute a Premises Access Agreement at the Marina Office. The Marina requires the use of Best Management Practices for a clean environment.
2. Owners may undertake basic boat projects as needed to maintain their Vessel's safety, appearance and utility, as specified above.
3. New or substantial work must be approved by the Marina prior to undertaking the project.
4. All Owners are reminded that the Marina is a recreational area and not a boat yard or repair facility.
5. Contact the Marina Office for Recycling Locations.

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### **2. Engines and Bilges/Disposal of Contaminants, Parts, Etc.**

1. Use absorbent bilge pads to soak up oil and fuel.
2. Do not discharge bilge water if there is a sheen to it.
3. Recycle oil and fuel products properly.
4. Dispose of absorbent pads and filters properly.
5. Do not dispose of any fuel, paint, oil, other liquid waste, absorbent pads/rags, batteries, engine parts, or other contaminated materials into dumpster. These materials must be removed from the Marina's premises and disposed of properly at a facility authorized to dispose of such materials.

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### **3. Painting, Varnishing and Bottom Paint.**

1. Limit the amount of open solvents or paints on the docks to one (1) gallon at a time.
2. Always mix paints and epoxy over a tarp.
3. Always pan or drop cloth.
4. Use up remaining bits of paint by spreading it on an old board.
5. Spray painting is not allowed in the marina.
6. Do not dispose of any paint, oil, varnish, absorbent pads/rags or other contaminated material into the Marina's trash dumpster.
7. Marina recommends the use of non-toxic, biocide free bottom paints.
8. Bottom cleaning must utilize Best Management Practices to minimize discharge of bottom paint.
9. Vessel Owners are encouraged to use environmentally friendly hull cleaning companies who use Best Management Practices and monitor their divers.

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**4. Surface Preparation.**

1. Use biodegradable soaps, cleaners and teak cleaners approved for ocean waters.
2. Liberally use tarps to capture all scrapings, debris and drips. No material may enter the water.
3. Use vacuum power sanders, vacuum all dust and debris. No material may enter the water.

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**5. Sewage.**

1. Untreated sewage must never be discharged into the harbor waters.
2. Store sewage in holding tanks and dispose of sewage properly at pump-out stations.
3. Never discharge Type I sewage while moored in the Marina.
4. Use shore-side restrooms as often as possible, rather than toilets aboard vessels.

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**6. Solid Waste Disposal.**

1. Dispose of all garbage in proper shore-side dumpster.
2. Let empty cans dry thoroughly before disposing of them into trash dumpster.
3. Please recycle green, brown and clear glass, newspapers and aluminum products.

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**7. Chemical Storage.**

1. Purchase only the amount of chemicals/paints you need for a project.
2. Review storage of paints, varnishes, solvents, and chemicals every six months.
3. Properly dispose of old or unnecessary products.
4. Do not store more than two gallons (total) of these products on your Vessel.
5. Never store any of these products in a dock steps.

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I have read, initialed, understand, and agree to be bound by the above Rules and Regulations and the preceding Terms and Conditions of this Contract for Private Wharfage, and so confirm by signing below.

Dated: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

Dated: \_\_\_\_\_ Co-Owner's Signature: \_\_\_\_\_