



**Port of Redwood City Marina**  
675 Seaport Blvd. Redwood City, CA 94063  
650-306-4153  
marina@redwoodcityport.com

## **BERTHING APPLICATION, GUIDELINES AND AGREEMENT**

### **BERTHING APPLICATION REQUIREMENTS:**

#### ***Temporary Berth (pages 1 - 5)***

- \_\_\_\_ Completed, initialed and signed Berthing Application & Berthing Guidelines (PO Box address not allowed except for live-aboards)
- \_\_\_\_ Evidence of Current Vessel Ownership (California DMV registration and/or USCG documentation)
- \_\_\_\_ Copy of current insurance coverage (declaration page showing policy limits and coverage type\*)
- \_\_\_\_ Copy of document to establish your current residence (utility bill, tax bill, lease agreement, etc.)
- \_\_\_\_ Once approved, temporary berthing fees must be pre-paid in full, in advance of arrival

#### ***Monthly Berth (pages 1 - 14) – includes all of the items above, plus***

- \_\_\_\_ Initialed and signed Berthing Agreement
- \_\_\_\_ Payment of non-refundable application fee (\$25 for non-live-aboard)
- \_\_\_\_ Current pictures of the Vessel (both exterior and interior photo); recent boat survey if available
- \_\_\_\_ After application review, you will receive a link to complete a credit check along with the monthly rent & security deposit amounts
- \_\_\_\_ After application approval, please make deposit and rent payment to the "Port of Redwood City" prior to occupancy

#### ***Live-Aboard Berth (pages 1-19) – includes all of the items above, plus***

- \_\_\_\_ Completed and signed Live-Aboard Addendum
- \_\_\_\_ Payment of non-refundable application fee (\$50 for live-aboard applications)

\*Insurance to name the City of Redwood City, the Port of Redwood City, the Council and the Board of Port Commissioners of said City, and all officers, agents and employees of said City and Port as additional insureds.



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**BERTHING APPLICATION**  
For Temporary, Monthly and Live-Aboard Applicants

**REGISTERED PERMITTEE**

Name \_\_\_\_\_

Home Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Employment Business Name \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Phone \_\_\_\_\_

Email address \_\_\_\_\_

Driver's License # \_\_\_\_\_ State \_\_\_\_\_ Exp \_\_\_\_\_

Address to which Acceptance of Application should be mailed if different from Home Address:

\_\_\_\_\_

**EMERGENCY CONTACT**

Name \_\_\_\_\_ Relation \_\_\_\_\_

Cell Phone \_\_\_\_\_ Other # \_\_\_\_\_

Email address \_\_\_\_\_

**MORTGAGEE OR LEGAL OWNER OF THE VESSEL**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email address \_\_\_\_\_

**DESCRIPTION OF VESSEL**

Builder \_\_\_\_\_ Year Built \_\_\_\_\_ Vessel Name \_\_\_\_\_

Home Port \_\_\_\_\_ Hull Color \_\_\_\_\_



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Type: \_\_\_\_\_ Sail \_\_\_\_\_ Power \_\_\_\_\_ Other (Description) \_\_\_\_\_

Length (LOA) including bow-sprits, appurtenances, pulpits, push-pits, davits, swim platforms, etc.: \_\_\_\_\_

Type of Hull Construction \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_ Hull color \_\_\_\_\_

California CF#/Doc # \_\_\_\_\_ Registration Exp. Date \_\_\_\_\_ Value \_\_\_\_\_

Engine type \_\_\_\_\_ Horsepower \_\_\_\_\_ Good operating condition  yes  no  other

(If no or other provide comments) \_\_\_\_\_

Motor as originally installed  yes  no (If no provide comments) \_\_\_\_\_

Current / Previous Marina \_\_\_\_\_ Marina Phone Number \_\_\_\_\_

Date of Last Survey \_\_\_\_\_ Performed by \_\_\_\_\_

Last Haul Out Date \_\_\_\_\_ Boat Yard \_\_\_\_\_

**PRESENT INSURANCE CARRIER**

Company \_\_\_\_\_ Agent \_\_\_\_\_

Agent Phone \_\_\_\_\_ Policy No. \_\_\_\_\_

Policy Term Expires \_\_\_\_\_ Type of Coverage \_\_\_\_\_

Coverage for Marina negligence \_\_\_ yes \_\_\_ no Pollution Coverage \_\_\_ yes \_\_\_ no

Marina included as additional insured? \_\_\_ yes \_\_\_ no

\*Endorsement naming the City of Redwood City, the Port of Redwood City, the Council and the Board of Port Commissioners of said City, and all officers, agents and employees of said City and Port as additional insureds.

Marine Liability - \$500,000.00 or greater. Vessel owner agrees to obtain and maintain during the term of berthing agreement a policy of complete marine insurance including Protection and Indemnity with a minimum of \$500,000.00 single limit coverage

Current Boating certifications \_\_\_\_\_

Previous vessels owned \_\_\_\_\_

Vessel has approved USCG Marine sanitation system yes no Type \_\_\_\_\_

Are you applying to live-aboard your vessel? yes no If yes, please fill out the live-aboard addendum at the end of this form.



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How many nights per week do you intend to stay aboard your vessel? \_\_\_\_\_

LIST OF PERMITTEE'S VEHICLES LIKELY TO BE PARKED OVERNIGHT (Permits issued upon request, 2 maximum)

Vehicles	Year Make & Model	Plate Number (State if not CA)
Vehicle 1		
Vehicle 2		

This non-refundable application for berthing at the Port of Redwood City Marina is not a guarantee of berth availability and or berth reservation. The application once received will be reviewed by a designated representative of the Port of Redwood City Marina. Final approval includes visual inspection of the vessel.

If we are unable to reach you, or you fail to respond to our Notice of Acceptance of Application within 10 business days, your application is forfeit.

This application only applies to the vessel size and characteristics as stated herein.

I, the undersigned, understand that the vessel to be berthed at Port of Redwood City Marina must be navigable in open water under its own power as per the Berthing Agreement and be completely seaworthy and ready for immediate cruising in local waters. I further understand the vessel must pass a visual inspection prior to being allowed into the marina.

Please indicate acceptance of these terms by initialing below:

\_\_\_\_\_ Applicant responsible for notification of address change

\_\_\_\_\_ Length of vessel listed is overall length (LOA includes sprits, push pits, pulpits, booms, davits, swim-steps, anchors, outboard motors, appurtenances, dinghy's, etc.)

\_\_\_\_\_ Applicant must respond within 10 business days of Notice of Acceptance of Application.

**The undersigned represents and warrants that the information furnished above by the vessel owner is true and correct and can be verified by the marina management as necessary. Each Party agrees and covenants that electronic signatures that comply with the federal Uniform Electronic Transactions Act or the Uniform Electronic Transactions Act (UETA), Civil Code section 1633.1 et seq. may be used in place of original signatures on this Agreement. Each Party intends to be bound by the electronic signatures on this Agreement, and each Party is aware that the other Parties to this Agreement will rely on the validity of the electronic signatures, and hereby waives any defense to the enforcement of the terms of this Agreement based upon the use of an electronic signature. Each electronic signature shall have, for all purposes, the same validity, legal effect, and admissibility into evidence as an original manual signature.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Applicant

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



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**GENERAL MARINA RENTAL AND OCCUPANCY CRITERIA GUIDELINES**  
**For Temporary, Monthly and Live-Aboard Applicants**

**Purpose of this document:**

We offer the following information so that all applicants will have available to them a statement of the rental qualifying policies at our Marina. If you have any questions about our policies or about the information in this document, please contact the marina office at (650) 306-4150. Please note that this is our current General Marina Rental and Occupancy Criteria Guidelines, which may updated and modified from time to time by posting on our website; nothing contained in these requirements shall constitute a guarantee or representation by us that all vessel owners currently in the marina have met these requirements. All prospective vessel owners will be required to meet the following qualification standards to include, but not limited to:

**1. General Policies**

- Applications must be submitted complete with all required documentation.
- A non-refundable application fee must be paid.
- All vessels must be in seaworthy condition, be well maintained and have a nice appearance.
- All vessels must be able to motor in and out under own power. No modifications to the original design of motor location will be allowed.
- All vessels must have working USCG approved marine sanitation systems, if applicable.
- Vessels older than 20 years are required to provide a current marine survey (survey must have been done in the past 2 years)
- Vessels must have been hauled out within the past 3 years.
- All vessel owners should have previous boat experience.
- Live-aboard status available on vessels 34 feet and above.
- Wood vessels are not accepted except under special written approval.
- Houseboat or "float a home" style vessels are not accepted.

**2. Salary/Income/Credit:** Current good credit history must be established for monthly and live-aboard applicants.

**3. Declined Applications include one or more of the following:**

- Failure to meet the application criteria.
- Lack of availability within the marina for the necessary berth length.
- Falsification of the application.
- Any past felony conviction in the last 7 years may result in a declined application. Any past felony conviction related to weapons, crimes against persons or property, animal cruelty, or sex crimes, regardless of timeline, may result in a declined application. Any misdemeanor conviction in the past 7 years related to weapons, illegal drugs, crimes against persons or property, animal cruelty or sex crimes may result in a declined application. All registered sex offenders and any person convicted of a terrorism related offense may be denied.
- Returned payments for application fees may result in denial of the application.

**4. Security Deposit Requirements**

- A security deposit is required to be paid in full on move in date.
- All additional security deposits that are required for approval must be paid prior to move in.
- All rent, deposits, and fees must be paid by cash, check, money order or cashier's check.

**5. Pets:** Pets are not allowed aboard live-aboard vessels in the marina.

**6. Consumer Credit Report Scoring**

- The Port of Redwood City Marina uses a credit scoring system to evaluate your consumer credit. Your consumer credit report contains information about you and your credit experiences, such as your bill-payment history, the number and type of accounts that you have; late payments, collection actions, outstanding debt, and the age of your accounts. You may request the name, address and telephone number of the consumer reporting agencies, which provided your consumer information to us.

**7. Smoking Prohibited**

- Any smoking is prohibited on the Vessel, and in and around the Port Marina and Common Areas, excluding the parking areas.

I (WE) HAVE READ THE ABOVE AND UNDERSTAND THE BASIS FOR CONSIDERATION OF MY (OUR) APPLICATION.

Each Party agrees and covenants that electronic signatures that comply with the federal Uniform Electronic Transactions Act or the Uniform Electronic Transactions Act (UETA), Civil Code section 1633.1 et seq. may be used in place of original signatures on this Agreement. Each Party intends to be bound by the electronic signatures on this Agreement, and each Party is aware that the other Parties to this Agreement will rely on the validity of the electronic signatures, and hereby waives any defense to the enforcement of the terms of this Agreement based upon the use of an electronic signature. Each electronic signature shall have, for all purposes, the same validity, legal effect, and admissibility into evidence as an original manual signature.

Applicant \_\_\_\_\_

Date \_\_\_\_\_

Co-Applicant \_\_\_\_\_

Date \_\_\_\_\_



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**BERTHING AGREEMENT**  
**For Monthly and Live-Aboard Applicants**

**This Berthing Agreement** (This "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Redwood City, by and through the Board of Port Commissioners ("Port") and the person(s) named as Registered Permittee in the berthing application ("Permittee"), of the vessel more fully described in the berthing application ("Vessel") under and pursuant to the terms and conditions set forth herein and below. The Port and Permittee shall sometimes collectively be referred to as the "Parties."

Permittee and Port hereby agree:

- 1. Vessel.** Permittee warrants that he/she/they are the owner of the Vessel and covenants and agrees to be bound by the terms and conditions of this Agreement.
- 2. Commencement Date:** This Agreement shall be of no force and effect until and unless: (1) This Agreement has been fully executed by all parties required to execute this Agreement; (2) the Vessel has been approved by the Port in writing (see paragraph 5, below); (3) Permittee has provided the Port with evidence of proper and current registration of the Vessel; and (4) Port has received proof of insurance coverage as required in this Agreement. The Commencement Date is the date that Port notifies Permittee of satisfactory completion of the foregoing conditions.
- 3. Vessel Documentation.** Permittee warrants that the Vessel is properly documented or registered as set forth in the berthing application and that the Vessel is in compliance with all applicable California and U. S. Coast Guard safety regulations. Port reserves the right to request from Permittee evidence of current and proper registration at any time and from time to time.
- 4. Vessel Condition.** Permittee represents and warrants that the Vessel is seaworthy and in operable condition and that the Vessel will be maintained in a seaworthy, operable condition and that Permittee will maintain the Vessel's good and pleasing appearance, which will include regular cleaning, maintenance and/or replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment and any other appurtenances of the Vessel. All vessels must have an operable motor capable of powering the Vessel in and out of the marina unassisted. Port shall be sole judge of the adequacy of the Vessel's condition, maintenance, and appearance.
- 5. Vessel Inspection /Approval.** The Vessel will be inspected and must be approved by the Port prior to occupancy of the Berth by the Vessel. Failure to obtain Port's written approval is a condition precedent to the binding effect of this Agreement.
- 6. Subsequent Inspections.** The Port may require, on ten (10) days' written notice to Permittee, a demonstration of any Vessel's operability and/or seaworthiness. The Port shall, upon the provision of reasonable written notice of no less than twenty-four hours to Permittee (except where exigent circumstances apply), have the right, without the duty, to enter, view, inspect and determine the condition of the Vessel, including the right to determine if Permittee is complying with the terms and conditions of this Agreement and/or to measure and confirm the overall length of the Vessel. Any inspection will take place during the Port Marina's business hours unless otherwise agreed upon in writing by all the Parties, absent exigent circumstances. If the inspection discloses that the Vessel is not in a satisfactory condition, as determined by the Port in its sole discretion, and/or in compliance with the terms or conditions of this Agreement, Permittee will be provided written notice of any deficiencies. Failure to cure to the satisfaction of the Port any deficiencies noted by the Port with the Vessel's condition, maintenance, or appearance; within thirty (30) days from the date of the written deficiency notice shall constitute grounds for the Port's immediate termination of this Agreement.



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- 7. Berth.** The Port Marina licenses to Permittee the use of the assigned Berth set forth and its storage box, if any, upon the terms and conditions contained herein. Permittee shall use the Berth only for mooring the Vessel and for no other purpose. The Vessel shall be used solely for Permittee's pleasure and recreational purposes unless permission to live aboard the Vessel is granted by the Port in this Agreement.
- 8. Limitation on Commercial Use or Renting Slip to Others.** Permittee warrants that while the Vessel is moored at the Port Marina, Permittee will not rent or charter the Vessel or Berth to any other person or entity for any purpose whatsoever and will not engage in any commercial activity with the Vessel or otherwise use or allow any other person or entity to use the Vessel for commercial purposes or activities except as authorized in writing by the Port.
- 9. Right to Re-Assign Vessel.** The Port reserves the right to reassign Permittee to any other berth within the Port Marina's facility at any time for any reason, upon reasonable written notice to Permittee, or without prior notice to Permittee in the event of an emergency, and to relocate the Vessel thereto at the Permittee's expense and risk. Port Marina shall be exempted, held harmless and indemnified for any damage to the Vessel arising out of or relating to such relocation, even if such damage is caused by the negligence of the Port.
- 10. Use of Berth by Port.** Permittee agrees that the Port may use the Berth when the Permittee is not using it, without compensating Permittee.
- 11. Maintenance by Permittee.** Permittee warrants that Permittee will maintain the Berth, the walks, floating ramps, gangways and docks in, about and surrounding the Berth in a neat, clean, and unobstructed condition at all times. Should Permittee fail to properly maintain the area described above in this paragraph, and should the Port deem it necessary to maintain the above referred area in the Port's sole discretion, such maintenance will be done at Permittee's sole cost and expense.
- 12. Temporary Reassignment.** Permittee may be temporarily reassigned, at the option and discretion of the Port, to another berth or space within the Port Marina. Permittee may be requested to temporarily vacate the Port Marina to accommodate repairs, improvements, maintenance, construction, emergencies, or when desirable, in the Port's opinion, during special events.
- 13. Term.** This Agreement shall create a maritime tenancy commencing on the Commencement Date and shall continue from calendar month to calendar month thereafter. Either party to this Agreement may terminate this Agreement for convenience by a (30) day advance written notice. Notifications shall be delivered as set forth in Section 33 below. .
- 14. Surrender of Berth.** Permittee shall surrender the Berth immediately upon termination of this Agreement in substantially the same condition it was upon the commencement of the occupancy of the Berth by Permittee, reasonable wear and tear excepted. Upon termination of this Agreement, Permittee agrees to remove the Vessel from the Berth immediately. If Permittee fails to do so, Permittee hereby grants the Port or its agents the right to remove the Vessel at Permittee's sole risk, cost, and expense for the purpose of relocating the Vessel to another berth or to a dry storage area or for any other purpose as permitted by federal or state laws or regulations, it being understood that Port has no obligation to hold, safeguard or preserve the Vessel. Permittee shall exempt, hold harmless and indemnify the Port, its Board Members, the City of Redwood City ("City"), its City Council Members, and their respective directors, officers, agents representatives and employees ("Indemnitees"), from and against any claims for damages, including subrogation, arising out of or relating to removal, relocation, storage or other disposition of the Vessel. Even if such damage is caused solely or partially by the negligence of the Port, Permittee also agrees to pay all expenses or charges arising out or related to the events described in this paragraph, including, salvage, storage, moorage, towing, surveying, inspection, maintenance and preservation charges. Reference to "Indemnitees" in this Agreement means and refers to all Indemnitees and/or each one separately. The foregoing will not be construed to limit the Port's rights or remedies under applicable federal or state law.



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- 15. Holdover Damages.** In the event the Vessel remains at the Berth following termination of this Agreement, and without limiting the rights of the Port of Redwood City Marina hereunder, Permittee shall be deemed to be occupying the Berth for purposes of transient moorage and shall be liable to the Port for the then applicable daily rate of transient moorage for each day the Vessel continues to be moored at the Berth. The Port may, at its sole discretion, chain the Vessel or berth and/or exclude Permittee from access to the Marina.
- 16. Berth Fees.** For each calendar month, Permittee agrees to pay the Port the monthly berth fee then in effect based upon the length of the Berth or overall length of Vessel, whichever is longer, in advance on the first day of each and every month. All Fees not paid by Permittee by the Tenth (10th) day of the same month shall be deemed delinquent. Permittee further agrees to pay as an additional fee any and all excise or other taxes that may be levied by any governmental agency and to maintain such taxes current.
- 17. Fees for Late Payment or Returned Checks.** To compensate the Port for the costs incurred to handle returned checks, delinquent Berth fees, and consequential expenses to the Port, Permittee agrees to pay the Port, in addition to the Berth fee due, a late charge of \$40.00 or 7% of the Total Monthly Fees, whichever is greater. Payment by means of a returned check shall not constitute payment. In addition, there will be a \$30.00 fee for each payment made by Permittee with a returned check. Non-payment of delinquent Fees within the required time shall be cause for termination and eviction from the Berth.
- 18. Adjustment of Fees.** The Port may, from time to time, increase or decrease the Berth fee by notifying the Permittee in writing or posting notice on the Port Marina bulletin board at least thirty (30) calendar days in advance of the effective date of the increase or decrease. Any adjustment of the Berth fee shall be deemed published when notice thereof is posted on the bulletin board located at the office of the Port Marina and/or on the Port website.
- 19. Security Deposit.** Simultaneously herewith, Permittee has paid to the Port a Security Deposit of two (2) month's Monthly Permit Fee to secure the performance of all of Permittee(s) obligations hereunder. Notice of any increase in required security deposits shall be posted on Marina's premises and/or on the Port website. Permittee agrees to pay the additional sum necessary for Permittee's deposit to equal the currently posted Deposit. If Permittee fully and timely performs Permittee's obligations, the Port agrees that, upon termination of this Agreement and after Permittee has vacated the Berth, Port will refund to Permittee the Security Deposit actually paid (without interest), less any amount necessary to pay for repairing or cleaning the Berth or any other fees or charges owed by the Permittee. Permittee may not use the Security Deposit as, nor deduct it from, the Berth Fee for any month. Security Deposits will not be segregated by the Port and can be commingled with other Port funds.
- 20. Live-aboard.** Permittee agrees that no person shall reside on the Vessel at any time without express written permission from the Port. In the event permission to live-aboard is granted, it shall be limited to two persons per Vessel unless authorized by the Harbormaster. The term 'Live-aboard' is defined as "any vessel that is occupied in excess of two (2) consecutive nights during any seven (7) day period or more than eight (8) nights within any thirty (30) day period". Live-aboard rates are subject to change with thirty (30) days prior written notice.
- 21. Utilities.** In addition to the Berth Fee, the Port reserves the right to charge for utilities. Permittee agrees to pay all utility charges for electric service and other such services. Subject to the payment of Utility Fees as specified above, the Port shall make available to Permittee electrical power and water. The Port does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Without limiting the foregoing, Permittee acknowledges that utility services may be discontinued, reduced or restricted during inclement weather, drought or for maintenance or repairs. The Port does not warrant that the utility services will be compatible with the utility service requirements of the Vessel (including electrical interconnection requirements or the effect of electrolytic action).





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**(a) Electricity**

Each Berth shall be assigned an electrical outlet. No Permittee will be permitted to use any electrical outlet other than the one specifically assigned. Permittee shall supply his/her own compatible plug. Violation of this rule will constitute cause for immediate eviction from the assigned Berth. Charges to each Permittee shall be based upon electric fees set forth herein, ("Charges"). Payments for electrical charges shall be considered past due if not paid within 10 days from the date of invoice. All past due accounts shall be assessed a late charge of \$40.00 or 7% whichever is greater for each delinquent payment. Permittee with delinquent charges will be required to pay all back charges. Such Fees shall be due and payable within ten (10) days of the date of the written notice. Non-payment of delinquent Fees within the required time shall be cause for termination and eviction from the Berth.

**(b) Water**

The Port reserves the right to terminate water services to the Berth at any time if, in its own judgment, the Port determines that water privileges have been or are being misused or abused. All water hoses shall have an automatic shut-off nozzle. Permittee shall not leave any water hose unattended and shall remove each water hose from the faucet immediately after usage. Under no circumstances shall the back-flow device be modified or tampered with. Any violation of water privileges by Permittee shall constitute a default under this Agreement and the Port may, at its option, charge Permittee a reasonable sum for the use of the water, turn the water off, terminate this Agreement upon then (10) days' written notice, and/or take such additional and/or other appropriate measures as the Port deems proper.

**22. Liens.** The Port shall have all liens provided for in the California Harbors and Navigation Code and such other liens, rights and remedies, including the right to sell the Vessel at public auction and under California or Federal Law, as each may be applicable. The Port shall have, and Permittee hereby grants and conveys to the Port, a lien and security interest in the Vessel and in all property of Permittee on or at the Vessel to secure the performance by Permittee of the terms and conditions of this Agreement and to secure the payment by Permittee of all services provided by the Port to Permittee or on behalf of the Vessel. Notwithstanding termination of this Agreement, the Port shall be fully authorized to hold the Vessel and her tackle, apparel and appurtenances and sell the same in accordance with applicable law in the event Permittee fails to perform the terms and conditions of this Agreement or fails to pay for services. Permittee hereby agrees that the Port may assign its liens and possessory and other rights and remedies to a third party.

**23. Liability and Indemnity; Insurance (Very important please read carefully)**

**A.** Permittee, as a material part of the consideration to be rendered the Port under this Agreement, hereby expressly agrees that vessels, marinas and areas in and around the Port Marina can be hazardous to both property and persons, thereby posing a substantial risk of damage and injury to both property and persons and Permittee hereby assumes the risk of using the vessels, the marinas and areas in and around the Port Marina. For example, such hazards include but are not limited to slips, falls, drowning, prop wash damage, winds, waves, storms, fires, explosions, vessel collisions and vessel sinking.

**Permittee's Initials \_\_\_\_\_**

As a result of Permittee's recognition of the risks associated with being present in or around vessels, the Port Marina and its Common Areas (as defined below), Permittee expressly agrees to assume any and all risks as referred above in this Paragraph, as well as waive all claims against Indemnitees, hold harmless, defend and indemnify Indemnitees from and against, any and all claims including subrogation by Permittee's insurer(s), against Indemnitees for damages to a vessel or her appurtenances, or for injury or death to the Permittee, Permittee's family, relatives, agents, employees, contractors, licensees, charterers, invitees, and/or guests that may occur on, in or about the Vessel or the Common Areas, or arise out of or relate in any way to the Vessel or the Common Areas. The foregoing waiver includes any and all claims, damages or injuries that may be caused or asserted solely or partially as a result of premises liability or the negligence of Indemnitees. The term "Common Areas " shall mean all areas in, on or around the Vessel, the berth, the dock areas, the walks, floats,



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gangways, restrooms, other convenience facilities, parking areas, and roads in, around and leading to Port Marina's premises. Reference to "Indemnitees" in this Agreement shall mean and refer to all Indemnitees and each and every one of them.

**Permittee's Initials** \_\_\_\_\_

**B.** Permittee acknowledges that the Port has not made any representations or warranties with respect to the nature, suitability, merchantability, fitness or condition of the Berth or Common Areas, except as expressly set forth herein, and that no such warranties or representations shall be implied.

**C. Insurance**

**(a)** Amounts. Permittee shall secure, carry and maintain, at all times during Permittee's occupancy of the Berth at Permittee's sole cost and expense, (1) comprehensive general liability, (2) property damage insurance, (3) pollution liability, and as to Permittee's activities only, each with an insurance company admitted in the State of California with a Best rating of B+ or above ("Admitted Insurance Company") for the joint and several protection and indemnity of Permittee and the Port under this Agreement and its use of the Berth, which insurance shall be in the minimum amounts of a single combined liability limit of Five Hundred Thousand and No/100 Dollars (\$500,000) for injury or death to any one person or third party property damage, and Five Hundred Thousand and No/100 Dollars (\$500,000) for any one occurrence under each policy ((1) and (2), and (3), above). Failure to provide evidence of insurance and maintain insurance as required in this Agreement shall be deemed to be a material breach of the Agreement. All policies shall be occurrence policies.

Notwithstanding the foregoing, the Port and Permittee shall review the amounts of minimum coverage set forth above periodically (but not more frequently than annually) to determine the adequacy thereof, and Permittee shall increase the insurance coverage to such amount or amounts as reasonably required by the Port; provided, however, that in no event shall the coverage be less than the minimum coverage set forth above.

Permittee's pollution liability policy shall include coverage specifying that the policy shall pay on Permittee's behalf all sums Permittee and/or Port is obligated to pay as a result of slow and/or sudden emission, discharge, release, or escape of any contaminants, irritants, or pollutants into or on land, the atmosphere, or any water course or body of water. Sums to be paid include but are not limited to expenses for analyses, removal, remediation, hauling, disposal and post-closure monitoring, and shall pay for or defend any claim or suit that is the subject of this insurance.

Insurance coverage, as required in this Agreement, is a material consideration for the approval of this Agreement by the Port. Any failure by Permittee to obtain and/or maintain the required insurance coverage, and provide proof thereof to the Port, shall be deemed a material breach of this Agreement. Failure to maintain coverage shall be cause for an injunction preventing Permittee from berthing at the Port Marina and shall give the Port the right, among other things, to force place insurance coverage at Permittee's expense and terminate this Agreement. Money expenses including a 20% administrative fee, incurred by the Port to force place insurance coverage shall be payable by Permittee upon demand by the Port.

**(b)** Certificates; Endorsements. A copy of Certificate and the face page of the policy or policies listing coverage amounts, certificates of insurance, and, upon demand by the Port, copy of the insurance policy or policies mentioned herein, shall be deposited with the Port Office at the commencement of the term of this Agreement and each such policy of insurance shall bear the following endorsements:

- (i) Endorsement precluding cancellation or reduction in coverage before the expiration of thirty (30) days after the insurance carrier shall have mailed notification thereof to the Port;
- (ii) Endorsement providing that Permittee's insurance coverage shall be primary;



**Port of Redwood City Marina**  
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650-306-4153  
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- (iii) Standard cross liability provisions;
- (iv) Endorsement naming the City of Redwood City, the Port of Redwood City, the Council and the Board of Port Commissioners of said City, and all officers, agents and employees of said City and Port as additional insureds.  
**Note: this language must be included, verbatim, on the Endorsement**

**Permittee's Initials** \_\_\_\_\_

D. Port's liability for any property damage claim that arises out of or relates to this Agreement, including claims based on Port's negligence, is expressly limited to \$1,000.00 or one month's slip fee, whichever is greater.

**Permittee's initials** \_\_\_\_\_

**24. Owner's Responsibility for Damage and the Environment.** Permittee shall be responsible for and shall promptly, upon demand, pay the Port for any damage caused to the Port Marina by Permittee, the Vessel, crew, guests, invitees, employees or agents. Permittee shall comply with all laws and regulations now or hereafter in effect concerning the protection of the environment in and around the Port Marina and pay the Port for any damage, fee, penalty, expense or liability incurred by the Port due to Permittee's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Permittee.

**25. Transfers and Ownership.** No right of Permittee relating to or arising out of this Agreement may be assigned or transferred. Any attempted assignment or transfer shall give the Port the right, but not the obligation, to terminate this Agreement. If Permittee sells, charters, or transfers all or any portion of the Permittee's interest in, or possession of the Vessel, or in any corporate or partnership or joint venture entity which owns the Vessel, all Permittee rights under this Agreement shall terminate automatically. Permittee warrants that Permittee will represent to third parties that Permittee's rights in the slip are not transferable with the Vessel and shall indemnify and hold the Indemnitees harmless from any claim for damages, including subrogation, resulting from any such representation.

**26. Emergency Authority.** In the event the Vessel moored at the Berth, or a Vessel in an adjacent berth is, in the sole judgment of the Port, subject to loss, destruction, or damage from any cause, the Port may, but is not required to, carry out any procedures which the Port deems reasonable to endeavor to prevent any such loss, destruction or damage. Any costs so incurred by the Port shall be for the order of the Permittee, and the Permittee shall indemnify and hold Indemnitees harmless from all such costs or expenses so incurred. For the purpose of carrying out any procedures contemplated by this paragraph and/or for the purposes of incurring any expenses as hereinabove contemplated, the Permittee does hereby designate and appoint the Port as attorney in fact and does hereby agree to indemnify and hold the Port harmless from any loss, destruction or damage to the Vessel and personal property located thereon. The authority granted in this paragraph shall be exercised only at times when, in the sole judgment of the Port, an emergency is deemed to exist, and such authority may be carried out without notice to the Permittee.

**27. Warranties.** The Port makes no warranties, express or implied, as to the condition of the Berth or the Port Marina (including depth of water, floats, walkways, gangways, ramps, gear and related items) or the suitability of the Berth and/or the Port Marina for its intended purposes. Permittee acknowledges that Permittee has had an opportunity to inspect the Port Marina prior to execution of this Agreement and agrees to accept the Port Marina and Berth in its current condition.

**28. Storage; Laundry.** No bicycles, skateboards, or scooters or items unrelated to the sailing of a vessel shall be stored or maintained in plain view at any time. No laundry at any time will be allowed hung in plain view onboard the Vessel.

**29.** The parties hereby agree that with the exception of claims for possession of the Berth or satisfaction of liens or other rights of the Port against the Vessel (i.e. unlawful detainer, ejection and actions for sale of the Vessel to satisfy the Port's rights or remedies hereunder) any dispute, claim or controversy arising out of or relation to this Agreement must be



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settled by binding arbitration held in Redwood City, California, pursuant to the Rules and Procedures of the American Arbitration Association (“AAA”), then in effect in San Mateo County, California.

The parties also hereby waive their right to discovery (except as allowed under AAA rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the Federal Maritime Law and the Federal Rules of Evidence. This Agreement shall be enforceable and judgment upon any award rendered by any AAA Arbitrator may be entered by any court having jurisdiction. Each party will bear its own costs and expenses in such action, and arbitration fees will be paid equally by the parties. The arbitrator will have the authority to award fees as provided in Section 30 below.

**Permittee’s initials** \_\_\_\_\_

- 30. Attorney’s Fees.** If either the Port or Permittee shall bring an action against the other based on any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney’s fees not exceeding \$1,000.00, expert fees not exceeding \$1,000.00 and court costs.
- 31. Rules and Regulations.** Permittee agrees that the Port’s Rules and Regulations attached hereto as Exhibit A, and any updates or modifications thereto promulgated by the Port from time to time, are an integral part of this Agreement. Permittee shall comply and shall cause Permittee’s family, agents, licensees and invitees to comply with the then current Port Rules and Regulations. Should any person violate any Port Rule or Regulation, the Port may terminate this Agreement immediately, remove the Vessel from the Berth at Permittee’s risk and expense, and retake possession of the Berth. The Port reserves the right to modify, amend or supplement the Port Rules and Regulations at any time and from time to time upon written notice to Permittee; posting at the Marina and/or on the Port website will constitute written notice. In utilizing the Berth, Permittee agrees to, and shall comply with, all present and future applicable laws, ordinances, resolutions, rules and regulations, health, safety, environmental and sanitary regulations, and of all applicable federal, state or local regulatory agencies.
- 32. Parking.** Permittee shall comply with all parking restrictions set forth in the then current Port Rules and Regulations. The Port shall not be liable to Permittee or Permittee’s agents for any loss of, or damage of any kind to any motor vehicle or other personal property in or on the Port Marina, parking lots, or other Port Marina Premises.
- 33. Notices.** Any notice by the Port to Permittee shall be deemed to be given if and when it is personally delivered to Permittee or deposited in the mail and addressed to Permittee at the address set forth above, or posted on the Vessel and mailed to Permittee to his/her/its last known address, or as allowed by law and/or as set forth in the Port Rules and Regulations.. Permittee is responsible for informing the Port of his/her/its most current address and phone numbers. Any notice by Permittee to the Port shall be deemed to be given if it is signed by Permittee and received by the Port at the following address: Port of Redwood City, 675 Seaport Blvd., Redwood City, CA 94063, attention Port Executive Director.
- 34. Default.** If Permittee violates any of the rules and regulations of the Port following written notice from the Port to cease and desist such violation, or if Permittee fails to pay Monthly Fees, service charges, interest, Utility Fees or any other amount hereunder and such failure continues for a period of three (3) days after the Port has given written notice thereof, or if Permittee fails to perform any other term, covenant or condition of this Permit and such failure continues for a period of seven (7) days after the Port has given written notice thereof, Permittee shall be in default hereunder. The above referred three (3) day notice shall not be in addition to the notices allowed to be given under Code of Civil Procedure Sections 1161. Under default, the Port may exercise any and all remedies available to the Port hereunder or otherwise provided by law. Without limiting the foregoing, the Port may immediately terminate this Agreement without limiting the liability of Permittee for all amounts due hereunder. Upon termination of this Agreement, and if Permittee has not already done so, the Port shall be authorized to remove the Vessel and all property of Permittee from the Berth



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or from the Port Marina following termination of this Agreement, and without limiting the other remedies of the Port hereunder.

**35. Cumulative Remedies, No Waiver.** The Port's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available in law. No waiver or forbearance of a default of this Agreement shall be constructed as a waiver or forbearance of any other or subsequent breach, and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at the time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.

**36. Entire Agreement.** This Agreement and the Rules and Regulations set forth in Exhibit A, attached hereto and incorporated by this reference, constitute the entire agreement and understanding between the Parties. This Agreement and Exhibit A supersede or replace all previous agreements, licenses, or understandings, whether oral or written, with respect to the Berth and occupancy thereof. Should any portion of this Agreement be ruled invalid, such invalidity shall in no way affect the validity of this Agreement or any other portion thereof. This Agreement shall be governed by the laws of the State of California and the United States of America.

**37. Industrial Area.** Permittee acknowledges that he/she/they are aware that the Port Marina is located within an industrial area occupied by industrial and commercial businesses (collectively, the "Businesses"). This means, among other things, that:

The noise created by Businesses (including, but not limited to, noise created by machinery, trains, ships, and trucks) may disturb the quiet enjoyment and occupancy of Permittee's Vessel and may create an adverse effect on the health of the Vessel's occupants;

Public events and recreational activities at the Port will periodically reduce the availability of public amenities and increase levels of noise and light in and around the Port;

The dust created by Businesses may disturb the quiet enjoyment and occupancy of Permittee's Vessel and may create an adverse effect on the health of the Vessel's occupants;

The smoke created by Businesses may disturb the quiet enjoyment and occupancy of Permittee's Vessel and may create an adverse effect on the health of the Vessel's occupants;

The odor created by Businesses may disturb the quiet enjoyment and occupancy of Permittee's Vessel and may create an adverse effect on the health of the Vessel's occupants;

The light created by Businesses may disturb the quiet enjoyment and occupancy of Permittee's Vessel and may create an adverse effect on the health of the Vessel's occupant.

**Permittee's initials** \_\_\_\_\_

Permittee on Permittee's behalf and on behalf of its heirs, successors and assigns, guests, invitees, and occupants, hereby waives any and all claims against the Port, its Board, the City of Redwood City, its Council, and their respective members, boards, directors, officers, managers, agents and employees due to noise, dust, smoke, odor, light and the general proximity to Businesses, and hereby covenants not to sue the Port, its Board, the City of Redwood City, its Council, and their respective members, boards, directors, officers, managers, agents and employees for any nuisance, damage to property, breach of quiet enjoyment, injury (physical or mental) or death caused by, or alleged to have been caused by, in whole or in part,



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noise, dust, smoke, odor, light and/or the general proximity to Businesses. Permittee shall indemnify and hold Indemnitees harmless (including cost of litigation and attorney's fees) in the event that Indemnitees, or any one of them, are/is the subject of a claim by Permittee's heirs, successors and assigns, agents, invitees, guests, or employees.

Each signatory to this Agreement represents and warrants that he or she is fully authorized to execute this Agreement.

I (WE) HAVE READ THE ABOVE AND UNDERSTAND THE BASIS FOR CONSIDERATION OF MY (OUR) APPLICATION.

Each Party agrees and covenants that electronic signatures that comply with the federal Uniform Electronic Transactions Act or the Uniform Electronic Transactions Act (UETA), Civil Code section 1633.1 et seq. may be used in place of original signatures on this Agreement. Each Party intends to be bound by the electronic signatures on this Agreement, and each Party is aware that the other Parties to this Agreement will rely on the validity of the electronic signatures, and hereby waives any defense to the enforcement of the terms of this Agreement based upon the use of an electronic signature. Each electronic signature shall have, for all purposes, the same validity, legal effect, and admissibility into evidence as an original manual signature.

**Permittee(s)**

**City of Redwood City, by and through  
 its Board of Port Commissioners**

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_  
 Port of Redwood City

Name \_\_\_\_\_ Name \_\_\_\_\_

Name \_\_\_\_\_  
 Port of Redwood City

Date \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_



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**LIVE-ABOARD ADDENDUM TO BERTH APPLICATION  
 For Live-Aboard Applicants Only**

**Live-Aboard Applicant**

Full Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_

Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

Vehicle #1: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Year: \_\_\_\_

License Plate Number \_\_\_\_\_ State: \_\_\_\_\_

Vehicle #2: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Year: \_\_\_\_

License Plate Number \_\_\_\_\_ State: \_\_\_\_\_

Vehicle #3: Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Year: \_\_\_\_

License Plate Number \_\_\_\_\_ State: \_\_\_\_\_

**Additional Occupants**

List everyone, including children, who will live with you:

Full Name	Relationship to Applicant
_____	_____
_____	_____



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\_\_\_\_\_  
\_\_\_\_\_

Driver #2: Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

Driver #3: Driver's License # \_\_\_\_\_ State: \_\_\_\_\_

### Rental History

Current Address: \_\_\_\_\_

Current Rent/ Mortgage \_\_\_\_\_

Dates lived at address: From: \_\_\_\_\_ To: \_\_\_\_\_

Landlord/manager: \_\_\_\_\_ Landlord/manager's phone: \_\_\_\_\_

Previous Address: \_\_\_\_\_

Dates lived at address: From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for leaving:

\_\_\_\_\_  
\_\_\_\_\_

Landlord/manager: \_\_\_\_\_ Landlord/manager's phone: \_\_\_\_\_

### Employment History

Name and Address of Current Employer: \_\_\_\_\_

Position or title: \_\_\_\_\_

Phone: \_\_\_\_\_





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Name of supervisor: \_\_\_\_\_ Supervisor's phone: \_\_\_\_\_

Dates employed at this job: From: \_\_\_\_\_ To: \_\_\_\_\_

Name and Address of Previous Employer: \_\_\_\_\_

Position or title: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of supervisor: \_\_\_\_\_ Supervisor's

phone: \_\_\_\_\_

Dates employed at this job: From: \_\_\_\_\_ To: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

### Income

1. Your gross monthly income from all sources (before deductions): \$ \_\_\_\_\_

### Miscellaneous

Filed for bankruptcy? [ ] yes [ ] no

Been sued? [ ] yes [ ] no

Been evicted? [ ] yes [ ] no

Been convicted of a crime? [ ] yes [ ] no

Explain any "yes" listed above: \_\_\_\_\_

### References and Emergency Contact

Personal reference: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_



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Personal reference: \_\_\_\_\_ Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact #1: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact #2: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

I, the undersigned certify that all the information given above is true and correct and understand that my Berthing Agreement may be terminated if I have made any material false or incomplete statements in this application. I authorize verification of the information provided in this application from my credit sources, Unlawful Detainer reports, bad check searches, social security number verification, fraud warnings, previous tenant history, and employment history, credit bureaus, current and previous landlords and employers, and personal references. Applicant hereby authorizes owner/agent to disclose tenancy information to previous or subsequent owners/agents. I understand that if I have initiated a "security freeze" on my credit information with any of the credit reporting agencies, I will promptly lift the freeze for a reasonable time so that my credit report may be accessed by the Landlord/Manager; and I understand that if I fail to do so, the Port of Redwood City may consider this an incomplete application. (CC § 1785.11.2.) This permission will survive the expiration of my tenancy.

I (WE) HAVE READ THE ABOVE AND UNDERSTAND THE BASIS FOR CONSIDERATION OF MY (OUR) APPLICATION. I (WE) UNDERSTAND THE APPLICATION FEE IS NON-REFUNDABLE.

Each Party agrees and covenants that electronic signatures that comply with the federal Uniform Electronic Transactions Act or the Uniform Electronic Transactions Act (UETA), Civil Code section 1633.1 et seq. may be used in place of original signatures on this Agreement. Each Party intends to be bound by the electronic signatures on this Agreement, and each Party is aware that the other Parties to this Agreement will rely on the validity of the electronic signatures, and hereby waives any defense to the enforcement of the terms of this Agreement based upon the use of an electronic signature. Each electronic signature shall have, for all purposes, the same validity, legal effect, and admissibility into evidence as an original manual signature.

Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_



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**ITEMS BELOW TO BE COMPLETED BY PORT STAFF**

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**BERTH ASSIGNED:** \_\_\_\_\_

**MONTHLY FEE**

\*\*Berth Fee: \_\_\_\_\_ X \_\_\_\_\_ ft. = \$ \_\_\_\_\_

Service Fee for Utility Box \$ \_\_\_\_\_

Dock Box Fee \$ \_\_\_\_\_

Live-aboard Fee \$ \_\_\_\_\_

Other Fee – Utilities \$ TBD – based on end of month usage

Total Monthly Fee \$ \_\_\_\_\_

**PRO-RATED RENT AND SECURITY DEPOSIT**

Pro-rated rent from \_\_\_\_\_ to \_\_\_\_\_ \$ \_\_\_\_\_

Berth Fee Deposit (2X Monthly Fee) \$ \_\_\_\_\_

Dock Box Fee Deposit \$ \_\_\_\_\_

Live-aboard Fee Deposit \$ \_\_\_\_\_

Total Pro-rated Rent & Deposits \$ \_\_\_\_\_

\*\*Rental fee is determined by length of vessel or length of berth whichever is greater; Side slips shall have a minimum 20' charge; End slips, where a boat is greater in length than single end slip, shall be charged for 2 full sized end slips.