

LOCH LOMOND MARINA

**110 Loch Lomond Drive
San Rafael, CA 94901**

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OFFICE**

**(415)454-6154
FAX**

BERTH RENTAL AGREEMENT

Effective Date _____

- 1. Loch Lomond Marina hereby grants the undersigned to use Berth # _____ solely to store the vessel described on the terms and conditions set forth herein. Tenant shall remain liable for all rents and fees.**
- 2. Rent shall be \$ _____ per month, and rent and all other charges due under this agreement are due and payable on the first of each month. Checks should be made payable to the order of "San Rafael Marina LLC." Payments not received by the 10th of the month will be charged a \$50.00 late fee which will be added to the balance due. A fee of \$25.00 will be assessed for any returned check.**
- 3. The Security Deposit for the berth space shall be equal to one month's rent, due and payable on execution of this Agreement. The Marina may use all or any portion of this Deposit to cover damages or costs caused or incurred by tenant and any amounts used shall be replenished by Licensee within thirty (30) days of Marina's notice. The deposit shall not be used for rent payments, and any balance remaining shall be returned to tenant after departure from the Marina. Marina shall have no obligation to hold the Deposit separate from its other funds, and no interest shall be earned or accrued on the Deposit. Thirty (30) days written notice is required to terminate this agreement.**
- 4. Licensee shall have the right to use the dock box numbered for its berth for storage of normal boating gear only. Dock boxes are subject to inspection on demand, and are to be cleared out prior to termination of this Agreement. The Marina has no responsibility for items left in dock boxes, and any such items left after termination of the License may be stored, or at the Marina's option, disposed of, all at tenant's risk and expense.**
- 5. The berth and the Marina are to be used at the sole risk of tenant. Tenant shall defend, protect, indemnify and hold the Marina, its owners, officers, employees, customers, agents, suppliers and guests (collectively the "Owners") harmless from and against any loss, claim, damage, cost or liability arising out of or in connection with this agreement or tenant's activities hereunder.**

Page 1 Tenant Signature _____ Date _____

6. Tenant agrees to have the Vessel covered by a minimum of \$300,000 for up to 32', \$500,000 for 32' to 50', \$1,000,000 for over 50' and all covered berths in liability coverage (per occurrence). The Marina shall be named as an additional insured. Tenant agrees to release, discharge and waive any claim against the Marina and the other Owners for any and all damage to persons or property arising out of or in connection with this agreement. This release and discharge shall include, without limitation, any loss or damage resulting from the Marina's employees parking or hauling the Vessel, vandalism, theft, fire, hail, high or low water, wind, collision, ice, rain or any acts beyond the Marina's reasonable control.
7. By signing this rental agreement, Licensee grants permission to the Marina to move or remove the Vessel at the discretion of the Harbormaster. The Vessel may also be moved from its assigned berth to another berth. Tenant agrees to hold Marina harmless from and against any claims arising out of or in connection with any such move, and waives any and all claims it may have or obtain against the Marina in such connection.
8. Any vessel which, in the Marina's sole judgment, becomes unseaworthy, dilapidated, inoperable or in a badly deteriorated condition shall not be permitted to berth at any location within the Marina.
9. The Marina does not guarantee that electrical service will be continuous, and all claims with regard to electrical service shall be made to Pacific Gas & Electric. One 110 volt metered hookup is provided for the assigned berth, and all charges for electricity will be assessed each month as additional rent. All connections and cords must comply with current code and be in proper and safe condition, and any improper or unsafe connections and cords shall be corrected immediately. The Marina, in its sole discretion, may provide additional 110 volt or 220 volt hookups at tenant's request and expense, including without limitation any installation costs for sub meters.
10. The Marina shall have a lien on the Vessel for any unpaid rents, service, fuel, supplies, or other goods and services furnished to tenant or the Vessel. Such liens are in compliance with Section 501 of the Harbors and Navigation Code of the State of California.
11. If more than one person executes this License, their obligations are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this License shall be fully binding on each of them.
12. Electricity will be metered and charged at prevailing rate.