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**LIVE-ABOARD ADDENDUM
 TO BERTH LICENSE AGREEMENT**

Effective Date: _____

Account N^o: _____

Boat Name: _____

Slip N^o: _____

The San Francisco Bay Conservation and Development Commission has designated limited slips at Marina Bay Yacht Harbor which may be used for live-aboard purposes. Permission to live-aboard may be granted by the Marina to applicants who have (1) met the requirements for living aboard a vessel at the Marina and (2) have properly completed and executed a Berth License Agreement, including this Live-Aboard Addendum.

1. In consideration of the Marina permitting the persons listed below to live aboard the Boat while the Boat is docked in Marina Bay Yacht Harbor, Boat Owner agrees to be bound by the terms, conditions, rules and requirements set forth in this Live-Aboard Addendum, including the Live-Aboard Rules.
2. Boat Owner agrees to pay the monthly Live-Aboard fee for up to two persons living aboard. For each additional person living aboard, there will be an additional fee per person per month to a maximum of four unless a waiver is granted by the Harbormaster. There will be a fee for each pet living on the Boat, with a maximum of two pets allowed per vessel. Boat Owner shall pay the Live-Aboard fees in the same manner as slip fees as provided in the License Agreement.

3. Names of persons living aboard: If under 18 indicate age:
- | | |
|-----------|-------|
| 1.) _____ | _____ |
| 2.) _____ | _____ |
| 3.) _____ | _____ |
| 4.) _____ | _____ |

Pets:	Name	Description (color/breed/species)
1.) _____	_____	_____
2.) _____	_____	_____

4. Boat Owner hereby acknowledges receipt of the attached Live-Aboard Rules and agrees that any violation of the Marina Rules and Regulations or Live-Aboard Rules may be cause for immediate cancellation of live-aboard privileges.

“MARINA” **“BOAT OWNER”**

**BAY HARBOR MANAGEMENT
 SERVICES INC.**

 (Print Boat Owner’s Name)

By: _____ **DATE** _____
 Harbormaster

Sign: _____ **DATE** _____
 Boat Owner

LIVE-ABOARD RULES

1. No person shall reside on any vessel docked at Marina Bay Yacht Harbor Marina until written authority to do so has been obtained from the Marina as evidenced by the full execution of an approved Live-Aboard Addendum to the Berth License Agreement.
2. In addition to the Marina insurance coverage required, the insurance coverage must explicitly cover live-aboard usage.
3. Only vessels having a length of 30 feet or more may be permitted for a live-aboard. Residency shall not be authorized on barges or non-powered vessels. Houseboats and Floating Homes are not permitted. No outward evidence that persons are living aboard (such as clotheslines, excessive storage above deck or on the docks etc.) shall be allowed.
4. The Vessel must be operational, kept in ship-shape order and seaworthy condition (as defined by the Marina).
5. The vessel must not be permanently attached to the dock and must leave Marina Bay waters under its own power at least once each 180-day period. An operation/trip log must be maintained and provided upon request.
6. Only those persons listed on the Live-Aboard Addendum shall be permitted to live-aboard. Boat Owner shall update the occupants list in writing within five days of any change in persons or animals living aboard. The Vessel may not be leased or rented to third parties for the purpose of residency.
7. Persons with a valid Live-Aboard Addendum shall be eligible for extended leave from the Marina for a period of up to three months per year with the written approval of the Marina. During such term of extended leave, the monthly Berth License fee shall continue to be incurred. The Marina may, however, waive the Live-Aboard Fee for the period of such extended leave. Upon return to the Marina, the live-aboard residency shall be reinstated by the Marina, provided there are no changes in the information contained in this Addendum, or such changes comply with these rules and are approved by the Marina.
8. Residents must maintain a mailing address separate and apart from their address at the Marina and may not receive mail at their Marina slip address. Post office box rentals are available for live-aboards.
9. The Vessel must be equipped with a working and operational telephone connected to the local telephone system. Cellular telephones and VHF Marine radio-telephones satisfy this requirement.
10. All live-aboard vessels are required to have U.S. Coast Guard approved toilet and sewage containment systems designed to retain all sewage on board until the wastes can be discharged in the sanitary sewage pumpout system or otherwise legally discharged. All sewage systems must be operational, and all through-hull valves shall be properly sealed to prevent dumping overboard while in port. "Porta-potties" and any systems that discharge any treated effluent overboard are prohibited. The discharge of any sewage or other hazardous materials may be considered grounds for immediate termination of slip holder's Berth License and Live-Aboard Addendum. All live-aboard vessels must maintain and submit pump out logs upon request.
11. All vessels shall be subject to inspection by Marina Staff on arrival and at least annually thereafter to ensure compliance with Marina Rules. The Marina reserves the right to perform periodic vessel inspections to verify continued compliance with all Marina and Live-aboard Rules.
12. Live-aboard privileges are not transferrable with the sale of the vessel.
13. Providing false information with regard to live-aboard status, living aboard without permission of Marina pursuant to an executed Live-Aboard Addendum, and failing to obtain written permission from the Marina with regard to changing status may result in immediate termination of live-aboard status and privileges at Marina Bay Yacht Harbor and is a default under the Agreement.
14. Marina may change the Marina Rules by posting new ones or otherwise notifying Boat Owner of the change.

Initials