



Live Aboard Addendum

| GENERAL INFORMATION | | | |
|--|----------------|--|----------------------------------|
| LIVE ABOARD PERIOD | | NUMBER OF PERMITTED PERSONS (incl. Owner) | |
| to | | | |
| NAMES OF PERMITTED PERSONS (other than Owner) | | | |
| PETS PERMITTED (check one) | | PET NAMES | |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| PAYMENT PLAN | | | |
| Live Aboard Fee: \$ _____ per | | month | Total Live Aboard Fees: \$ _____ |
| OWNER INFORMATION | | | |
| OWNER NAME | | NAME OF REGISTERED AGENT (if Owner is a business entity) | |
| EMAIL | | PRIMARY PHONE | SECONDARY PHONE |
| MAILING ADDRESS | | | |
| BILLING ADDRESS | | | |
| BUSINESS NAME & ADDRESS (if applicable) | | | |
| EMERGENCY CONTACT | | PHONE | |
| BOAT INFORMATION | | | |
| BOAT NAME | | MAKE | MODEL |
| YEAR | | | |
| POWER TYPE | OVERALL LENGTH | BEAM | HEIGHT |
| DRAFT | | | |
| HULL ID | USCG ID # | | STATE REGISTRATION # |
| INSURANCE INFORMATION | | | |
| INSURANCE COMPANY | | | |
| Deliver proof of insurance to 1340 Marina Way South, Richmond, CA 94804 | | | |
| TERMS AND CONDITIONS | | | |

This Live Aboard Addendum (this “Addendum”) is entered into by and between SHM MBYH, LLC (“SHM”) and the above-named Owner in connection with the current Contract for Private Wharfage, as of the date of this Addendum, between SHM and Owner (the “Agreement”), on the following terms and conditions. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Agreement.

1. THE AGREEMENT. This Addendum is additional to and supplements the Agreement, which is fully incorporated herein by this reference; to the extent the Agreement and this Addendum are inconsistent or redundant, this Addendum shall control and be effective. To the extent not inconsistent with the terms herein contained, all terms and conditions contained in the Agreement shall remain in full force and effect.

2. PERMISSION TO LIVE ABOARD THE BOAT. Notwithstanding any prohibition of living aboard the Boat contained in the Agreement, Owner shall be permitted to live aboard the Boat at the Slip during the Live Aboard Period specified above. This right shall be subject to all other restrictions on the use of the Slip in the Agreement and Owner's continued right to use the Slip during the Live Aboard Period. The rights granted to Owner in this Addendum shall automatically terminate upon termination of the Agreement or Owner's right to use the Slip.

3. ADDITIONAL MONTHLY CONSIDERATION FOR LIVE ABOARD. In consideration of the grant to Owner of live aboard privileges, Owner shall pay to SHM as Fees, in addition to all amounts due under the Agreement, the Live Aboard Fee specified above. The entire Live Aboard Fee is due in full upon execution of this Addendum. If the Live Aboard Period does not begin on the first (1st) day of a calendar month, SHM may charge prorated Live Aboard Fees for that period of time between the date the Owner is permitted to live aboard the Boat and the Commencement Date. It is understood and agreed that Owner and the Boat shall be liable for payment of this Live Aboard Fee for all periods during which any person(s) is living or has actually lived aboard the Boat at the Marina, irrespective of whether this Addendum has been executed.

4. NUMBER OF PERSONS PERMITTED TO LIVE ABOARD. No more than the number of Permitted Persons specified above, including Owner, shall be permitted to live simultaneously aboard the Boat. Only those Permitted Persons named above shall be permitted to live aboard the Boat. SHM shall be entitled in its unfettered discretion to restrict the number of persons living aboard any vessel located at the Marina, at the time of execution of this document or at any time thereafter while this Addendum is in effect.

5. PETS. If "No" is checked above regarding Pets Permitted, or if no selection is made, then pets are not permitted to live aboard the Boat. SHM reserves the unrestricted right to decline a request to live aboard with pets. In addition to any indemnification requirements in the other agreements between Owner and SHM, Owner agrees to indemnify, protect and defend Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective subsidiaries and affiliates from and against all actual or potential liability arising from, relating to or occasioned by the presence of Owner's pet(s) or any pet(s) brought onto the Marina premises by Owner, the Permitted Persons, or their respective family members, agents, employees, contractors, crews, guests, invitees, passengers and permittees. The living aboard of any person not identified above, or the presence overnight of any pet not identified above, shall be grounds for immediate termination of the Agreement and this Addendum. SHM reserves the unrestricted rights to decline a request to live aboard and to terminate live aboard privileges for any reason, including where SHM has concerns pertaining to an Owner's pet.

6. SHM MAY TERMINATE LIVE-ABOARD PRIVILEGES. Living aboard a vessel at the Marina's docks is a privilege which, in the event of Owner's breach of any term or condition contained herein or in the Agreement, may be revoked at

SHM's sole discretion after 15 days' advance written notice (by mail, personal service or overnight service) to Owner, and upon two days' written notice if in the sole opinion of SHM the breach adversely impacts the health, welfare or safety of persons at the Marina.

7. TERMINATION. All termination rights set forth in the Agreement shall apply to this Addendum. In addition, in the event no breach has occurred, this Addendum may be terminated by either party, provided 30 days' advance written notice is provided to the other party in accordance with the notice requirements set forth in the Agreement.

8. NO PRO-RATING OF LIVE ABOARD FEE. Payments due pursuant to this Addendum shall not be prorated, and hence the Live Aboard Fee is due through the end of the month, even if the Boat is permanently removed from the Marina prior to the last day of the month.

9. NO RESIDENTIAL TENANCY CREATED. The central collective purpose of the Agreement and this Addendum is the provision of storage or docking services, and not to create a residential tenancy of any kind, and therefore neither contract shall under any circumstance be deemed to create a residential tenancy.

10. RIGHTS NOT TRANSFERRABLE. The rights created in this Addendum are not transferrable without the express prior written approval of both SHM and the Owner.

11. EVIDENCE OF INSURANCE. Upon execution of this Addendum, Owner shall provide evidence of insurance, as detailed in the Agreement.

12. USE OF ALCOHOL STOVES/OVENS PROHIBITED. Owner shall not use, and shall prevent all Owner Parties from using, any alcohol stove or oven while the Boat is located at the Marina.

13. DELIVERY OF MAIL. Owner shall maintain an independent means for delivery of mail, such as a post office box, and shall not cause any mail addressed to him/her to be delivered in care of SHM without the express prior written approval of SHM.

14. NO MOUNTING OF SATELLITE DISHES ON MARINA PROPERTY. Owner shall not affix or cause to be affixed a satellite dish or any other object to pilings or other SHM property, without the express written consent of SHM.

15. FINAL AGREEMENT; OTHER. This Addendum and the Agreement contain all of the agreements of the parties with respect to any matter covered or mentioned in this Addendum, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Addendum may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach.

Owner acknowledges that Owner has read and fully understands this Addendum, including without limitation the Agreement, which is incorporated by reference. Owner certifies that the information provided is correct and agrees to promptly notify SHM in the event of changes to the information contained herein.

Owner and SHM have duly executed this Addendum as of the day and year written below.

SHM

Date

OWNER

Date