



Small Craft Storage License Agreement

Please print and complete in full. Read this Agreement before you sign.

This agreement is between SHM MBYH, LLC d/b/a Safe Harbor Marina Bay Yacht Harbor (the "Marina"), the small craft named below (the "Boat") and the vessel owner named below ("Owner"), under the following terms and conditions:

Owner's Name: _____ Driver's Lic. # _____ State: _____

Residence Address: _____

City: _____ State: _____ Zip: _____

Phone #: (Home) _____ (Work) _____ (Cell) _____

Email Address: _____

SMALL CRAFT:

Name: _____ Registration #: _____ Exp. Date: _____

Make/Model: _____ Year: _____ Color: _____

Length: (LOA): _____ Beam: _____ HIN/Serial #: _____

Type: Sail [] Kayak [] Canoe [] Paddleboard [] Shell [] Dinghy []

Other [] _____

Space: On Dolly [] Rack, Outdoor [] Rack, Indoor []

Account No.: _____

SPACE No.: _____

Commencement Date: _____ Term: _____ End Date: _____

DEPOSITS:

Security: \$ _____

Key Card(s): \$ _____ # _____

Gate Card(s): \$ _____ # _____

Parking Permit(s): \$ _____ # _____

FEES:

Monthly Fee: \$ _____

Discounts: \$ _____ Type: _____ Exp.: _____

Total: \$ _____

1. LICENSE. Marina hereby grants a license to Owner and Boat for use of the space designated above (the “Space”) located at Safe Harbor Marina Bay Yacht Harbor for the boat described above, including all rigging, and contents (the “Boat”). Marina hereby grants use of the Space for Owner’s use in storing the vessel described herein above and for no other purpose. This License is solely and exclusively a rental of space and neither constitutes a bailment nor creates an agency relationship. In no event shall the vessel or the contents thereof be construed to be within the care, custody and control of Marina for any purpose. Owner further acknowledges that none of the other vessels within Safe Harbor Marina Bay Yacht Harbor, including those immediately adjacent to its vessel are within the care, custody and control of the Marina for any purpose. This Agreement confers no leasehold interest. Marina reserves the right to change the Space assignment at any time or move the Boat for normal marina operations or repairs, or for special events.

2. LICENSE NONASSIGNABLE. This license is personal to Owner and shall not be assigned. No legal title or leasehold interest is created or vested in Owner by the grant of this license to use the Space. Owner shall have no right or power to transfer or sublet to any person or party whatsoever or for use by any other vessel whatsoever.

3. TERM. The term of this Agreement shall begin on the Commencement Date and continue on a calendar month-to-calendar month basis. Either party may terminate this Agreement, without any specific reason, by giving the other party at least thirty days written notice. If Tenant fails to remove Tenant’s boat, oars, and other equipment, Marina may at its election, store it at Tenant’s expense or deem it abandoned, thereupon becoming the property of Marina and subject to disposal as the Marina deems fit.

4. FEES, DEPOSIT AND OTHER CHARGES. Fees are due on or before the first day of each month, without deduction or demand. All payments shall be made at the Marina’s address set forth above. Before the Boat may be stored and this Agreement has any effect, Boat Owner shall pay to Marina a security deposit in addition to any dockage fee. A Late Fee applies to any payment not received by the 10th of the month. Late Fees and Service Fees listed in the Marina Rate Sheet will apply to any late payments or returned checks. Whenever any charge for a given month is not paid by the first day of the succeeding next month, Marina retains the right to deactivate any and all electronic Marina entry keys, until said arrearage is paid in full.

5. DEFAULT. If Owner breaches this Agreement and such breach continues for three days after Marina has given written notice of the breach to Owner, Owner shall be in default. If Owner is in default, Marina may elect to terminate this Agreement by written notice to Owner.

If payment of fees is delinquent for a period of thirty (30) days Owner agrees that Marina may relocate the boat, oars and other equipment belonging to Owner to other less accessible space or otherwise lock or chain same preventing use. If payment of fees is delinquent for a period of sixty (60) days, Owner agrees that Marina may remove Owner’s boat and other equipment and store the same at Owner’s expense. If payment of fees is delinquent for a period of ninety (90) days, Owner’s boat and other equipment shall be deemed abandoned and shall thereupon become the property of Marina. The Owner shall be notified at the contact information provided at the time of initial default, 30 day and 60 day benchmark.

6. LAWS, RULES, AND REGULATIONS. In using Safe Harbor Marina Bay Yacht Harbor, Owner shall comply with all laws, rules and regulations of federal, state and local entities, including environmental laws and rules and regulations of the U.S. Coast Guard. Owner shall comply with all Marina rules. Marina may change the Marina Rules by posting new ones or otherwise notifying Owner of the change.

7. INSURANCE. Owner is solely responsible, at Owner’s sole cost and expense, to obtain an individual insurance policy insuring Owner against damage to or theft of Owner’s boat and other equipment. Owner is solely

responsible for securing the Boat or other personal property against theft or vandalism, and for maintaining and storing the watercraft or other personal property in a safe and secure manner so as not to cause damage to the Space/Storage Rack or other property stored within the Storage Rack or nearby Spaces.

8. USE OF SPACE. Licensee may use the Space solely for the storage of a non-motorized boat that is hand launched. Any vessel that is powered by engine or requires a motor vehicle to launch is prohibited.

- (a) Only one Boat listed above, its rigging, paddles or oars is permitted in the designated Space.
- (b) Maximum length/width for dolly spaces is 17' X 6' including dolly or trailer. Road trailers that exceed the total length of 17' are not permitted. Maximum length/width for the racks is 20'x 4'.
- (c) Owner must ensure the Boat is reasonably secured in its assigned rack/space and will not pose any danger to any passers-by. Owner must provide locking mechanism.
- (d) Owner must ensure the Space is clean and tidy at all times. Nothing other than one Boat can be left on, in, around or by the Rack or Space at any time. Other equipment left in storage area, on the ground, hanging on the fences or rack will be removed and disposed of.
- (e) Storage is intended for boats in a usable seaworthy state. Boats determined not to be in such a condition will have their license terminated.
- (f) Racks and storage space may not be modified. Unauthorized modifications will be removed at the Owner's expense.
- (g) Dollies, trailers, boats, paddles, oars or other gear shall not be left on the launch ramp dock or floats unattended.
- (h) All boats shall be stored in such a manner so as prevent water from collecting or standing in the boat or the storage Rack.
- (i) Keys and combinations to the enclosed Storage Area shall not be shared with anyone.

9. DISCLAIMER OF LIABILITY AND AGREEMENT TO INDEMNIFY. Owner agrees to, and by execution hereof, assumes all risk of loss for use of the Safe Harbor Marina Bay Yacht Harbor ("Marina") and the assigned Space. Owner acknowledges that she or he understands that Sun Communities, Inc., SHM MBYH TRS LLC, SHM MBYH, LLC, Safe Harbor Marina Bay Yacht Harbor and their affiliates and subsidiaries are not an insurer of any boat or any of Owner's property, assume no responsibility, and shall not be liable for the care, protection or security of any of Owner's property.

Owner, individually and on behalf of his or her family, agents and guests, assumes all responsibility for any damage to property or injury to any person, and for all related costs, medical expenses and monetary damages of any kind whatsoever that may be incurred, arising out of, or in any way related to, activity at, or use of, the Marina.

Boat Owner agrees to hold harmless, indemnify and defend the Marina, its owners, officers, agents, managers, employees, and assigns, from any and all claims, suits or actions for damages, injury, illness, death, and for any and all costs, including medical bills, incurred by Boat Owner, his or her family, agents, guests, or others that may be incurred, arising out of, or in any way related to, activity at, or use of the Marina, except for injuries or damages caused by the gross negligence of the Marina or its agents.

10. SEVERABILITY; ENTIRE AGREEMENT. If any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement. This Agreement, including any and all Addenda, is the entire Agreement between the parties and supersedes all prior Agreements. Except as otherwise provided in this Agreement, no changes to this Agreement are valid unless in writing and signed by both parties.

Owner certifies that the information provided is correct and agrees to promptly notify the Marina in the event of changes to the above information.

“MARINA”

SHM MBYH, LLC

By:

_____ _____
Marina Date

“BOAT OWNER” AND “BOAT”

(Print Boat Owner’s Name)

Sign Here:

_____ _____
Boat Owner Date

MARINA PARKING PERMITS
(Addendum 2)

Boat Owner's Name(s): _____ Slip No.: _____ Account No.: _____

Driver's Name: _____ License No.: _____ State: _____

Vehicle Make Model Year Color License Plate No. State Permit No.

Driver's Name: _____ License No.: _____ State: _____

Vehicle Make Model Year Color License Plate No. State Permit No.

Driver's Name: _____ License No.: _____ State: _____

Vehicle Make Model Year Color License Plate No. State Permit No.

			Parking Permit Charges	
No. of Permits Issued	1	\$0.00	=	\$0.00
Add'l Permits Issued	<u>X</u>	<u> </u>	=	<u> </u>
	0	\$25.00	=	<u> </u>
	<u> </u>	<u> </u>	TOTAL =	<u> </u>
				\$0.00

MARINA PARKING RULES AND REGULATIONS

[Addendum 2]

PARKING AND MOTOR VEHICLES. Parking at Safe Harbor Marina Bay Yacht Harbor is expressly for the use of berth holders and their authorized guests. Parking is limited to one vehicle per licensed driver. Violators will be towed at the owner's sole risk and expense. Safe Harbor Marina Bay Yacht Harbor does not warrant the availability or security of parking. The Marina disclaims responsibility for vehicles parked in the parking lots, including damage to, theft of or theft from vehicles. No overnight accommodations will be allowed in a trailer, recreational vehicle, motor-home or any other vehicle on Marina property without the express written authorization of the Harbormaster. The parking areas are often congested with many pedestrians moving around; please drive very slowly through these areas to avoid accidents and injuries.

1. The Marina reserves the right to control the method, manner and time of parking and parking spaces in and around the Marina property, to designate what portions of the Marina and its premises may be used by Berth holder(s), guest(s) or visitor(s).
2. The Marina parking lots are for use by Berth holders and their authorized guests for vehicles only. All parking is intended for daily rotational parking only, limited to one vehicle per licensed driver.
3. Parking permits and gate cards shall be issued to Boat Owner on payment of a \$25 deposit per permit and \$35 per gate card. Only one permit and/or gate card per licensed driver may be issued. All drivers receiving a parking permit and/or gate card must be listed on Boat Owner's account. Lost or stolen permits or gate cards must be reported immediately to the Marina for deactivation.
4. Guest passes for authorized guests temporarily staying overnight may be obtained from the Marina Office.
5. Failure to properly display a valid permit may result in the vehicle being cited and/or towed. It is solely the vehicle owner's responsibility to properly display a valid permit and the Marina will not be liable for any costs associated with any failure to do so. The Berth Holder is responsible for ensuring the Marina has current information on all their permitted vehicles. The Marina will not be responsible for any costs incurred by a vehicle displaying a tag assigned to another vehicle.
6. No vehicles, trailers or equipment may be stored in Marina parking lots. Absolutely no parking of boats, trailers, commercial or construction vehicles without the written authorization of the Harbormaster.
7. Any vehicle parked in the Marina Bay parking lots, which has not been moved in 72 hours (3 days), will be issued a warning citation. Then, after 96 hours (4 days) if the vehicle still has not been moved from the parking lot, the Richmond Police Department may issue a ticket and it will be towed off the premises at the vehicle owner's risk and expense. Berth holders who intend to be absent on their boat for four (4) or more days should contact the Harbormaster's office to register their vehicle (510-236-1013).
8. Park only in designated spaces. Numbered, assigned spaces in "Lot B" will be assigned on a first-come, first-served basis with authorized liveaboards getting first priority.
9. All vehicles in parking lots shall have current registration and be operational at all times. This includes but is not limited to motorcycles, mopeds and trailers.
10. All vehicles in parking lots must be properly insured including property damage and liability. If requested by the Marina evidence of such insurance must be provided.
11. Vehicle washing, maintenance and/or repair are strictly prohibited on the premises. No vehicle fluids or any other discharge are allowed onto the surface or into the parking lot drains. If the Marina finds it necessary to clean the parking lot surface because of fluids and other discharges from vehicle(s) the owner of such vehicle will be responsible for all costs.
12. Unauthorized or improperly parked vehicles and/or infraction of these rules may result in the vehicle being cited, fined and/or towed at owner's risk and expense.