



GUEST DOCKAGE AGREEMENT

GENERAL INFORMATION				
Arrival Date:		Departure Date:		Black Card #:
Slip #:		Slip Size:		
CHARGES				
Item	Fee/night	Nights	Tax	Total
Dockage:				
Utilities:				
GUEST INFORMATION				
Guest's Name:			E-mail:	
If Guest is an entity, the name of registered agent:				
Mailing Address:				
Primary Phone:			Secondary Phone:	
Billing Address:				
Business Name & Address:				
Emergency Contact:			Phone:	
BOAT INFORMATION				
Boat Name:		Boat Make:		Boat Model:
Year:		Overall Length:		Beam:
Height:		Draft:		Home Port:
Boat Power Type:		Hull ID:		
USCG Identification #:			State Registration #:	
INSURANCE INFORMATION				
Insurance Company:			Policy #:	
Expiration Date:		Agent Name:		Agent Phone:

Subject to the terms and conditions of this Guest Dockage Agreement (this "Agreement"), SHM MBYH, LLC ("SHM") grants a non-exclusive, personal, revocable and unassignable license to the above-named Guest, as owner of the boat identified above, including, without limitation, any rigging, engines, appurtenances and contents stored thereon (collectively, the "Boat"), for use of the Slip at the marina located at 1340 Marina Way South, Richmond, CA 94804 (the "Marina"). Guest agrees to pay all amounts owed to SHM.

1. Liability and Indemnity.

(a) All risk of loss or damage to property and of personal injury or death shall be upon the Guest, and Guest shall be responsible for and shall promptly, upon demand, pay SHM for any costs or damage incurred by SHM or others due to acts or omissions of the Guest, the Boat, or the Guest Parties. Guest agrees that SHM, Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective parents, subsidiaries, and affiliates, and the officers, agents and employees of each of the foregoing (collectively, the "SHM Parties") shall not be liable to Guest or to any party claiming by, through or under Guest for (and Guest hereby releases SHM and the SHM Parties from any claim or responsibility for) any injury to persons (including death), damages (no matter how

occurring), or damage to or destruction, loss, loss of use, or theft of any property (including the Boat), caused by casualty, electrical shock, electrical shock drowning, interruption of or interference with utilities, theft, fire, third parties, collision, allision, chafing, dock maintenance or faulty repair, or any other matter or cause (including any named storm or act of God); EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SHM OR THE SHM PARTIES.

(b) Guest agrees to indemnify, protect, defend and hold harmless SHM and the SHM Parties for, from and against all liabilities, costs, expenses damages or injuries (including death) to Guest, any Guest Parties or any other persons; damages to or loss of property or the Boat; expenses of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause, (ii) Guest's or the Guest Parties' use of the Boat, the Marina or the areas in, on or around the Boat, the Slip, the dock areas, basins, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the

Marina's premises, (iii) any activity, work or other things done, permitted or suffered by the Guest or Guest Parties, (iv) any breach or default in the performance of any of Guest's obligations under this Agreement or the exercise by Guest of its rights, (v) any act, omission, negligence or willful misconduct of Guest or Guest Parties, or (vi) any damage to Guest's, an Guest Party's, or third party's property; EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SHM OR THE SHM PARTIES.

(c) The terms of this section shall survive notwithstanding the termination or expiration of this Agreement.

3. Photographs. The Marina staff or others may take pictures of customers or boats (including Guest, Guest Parties, or the Boat). Guest consents for Guest and Guest's family members, agents, employees, contractors, crews, guests, invitees, passengers or permittees (collectively "Guest Parties") that these photographs may be used by SHM for purposes such as advertising and display in all media without further notification or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by contract. The terms of this section shall survive notwithstanding the termination or expiration of this Agreement.

4. Insurance. Guest agrees to purchase and maintain insurance against such risks as Guest deems prudent and shall look only to said insurance for compensation or damages related to any losses regardless of responsibility. Guest shall at all times during the course of this Agreement maintain, with an insurance company that is acceptable to SHM, a Protection and Indemnity policy of insurance with limits of not less than \$500,000 and a deductible of not more than \$10,000 per occurrence, naming Sun Communities, Inc. and its affiliates and subsidiaries as additional insureds. Guest shall also maintain a Hull and Machinery policy covering at least 100% of the present actual cash value of the Boat, with endorsements for extended perils, damage by fire, pollution and fuel spills, salvage and wreckage removal, vandalism and burglary. Such limits of insurance are minimum requirements only and are not intended in any way to limit the insurance available under such insurance policies or Guest's liability. Upon execution of this Agreement and as requested by SHM from time to time, Guest shall provide SHM with a certificate of insurance evidencing required coverage and shall produce evidence of

the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days' advance notice by the insurance company to SHM of any amendment or cancellation.

5. Personal Guaranty. If the Boat is owned by an entity, the person signing below affirms that he/she has full authority to bind the Guest to this Agreement, and that such person (signing this Agreement) personally guarantees performance of the payment and all other contractual obligations of the Guest. If the person signing this Agreement is an agent of Guest, including a captain, such person represents that he/she has the authority to bind the Guest, and that he/she shall personally guarantee performance of payment and all other contractual obligations of the Guest in the event that he/she does not actually have such authority to bind the Guest. If more than one party signs this Agreement as Guest, all of such parties shall be jointly and severally liable for the performance of all obligations of Guest and shall be bound by this Agreement.

6. Special Events. From time to time, special events held on Marina property may fill up the slips at the Marina. SHM will make every effort to accommodate Guest during such events; however, offsite dockage may be required should the slips become full.

7. Miscellaneous. Guest shall comply with the stated and customary terms, rules and regulations of the Marina and agrees that the failure of Guest or any Guest Party to do so may result in immediate eviction from the Marina. If Guest observes any hazard during on or about the Marina, Guest shall bring it to the attention of the nearest Marina employee. The Marina may move or relocate the Boat to accommodate normal marina operations. Guest acknowledges and agrees that the Marina accepts reservations from other vessels and agrees to depart the Marina on the earlier of the termination date or the agreed-upon Departure Date. This Agreement is terminable by either party upon 24 hours' notice to the other party, in which case the Boat shall be removed from the Marina.

I authorize SHM to automatically bill all regular charges to the credit card(s) on file for the entire time the Boat is berthed at the Marina. Any charges not paid in advance shall be due and payable before the Boat leaves the Marina. I understand that all rates are based off of overall length of vessel or slip length, whichever is greater, and subject to sales tax. A \$25.00 charge will be incurred for each key not returned at check-out.

Guest and SHM have duly executed this Agreement on the day and year written below.

SHM

GUEST

By: _____

Authorized Signatory

Date: _____

Signature

Print: First Name, Last Name

Date: _____

Bath Key #(s): _____

E-Mail to MBYH@SHMarinas.com
along with a copy of current vessel registration & insurance