



LIVEABOARD MAILBOX AGREEMENT

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

This Mailbox Agreement is between SHM MBYH, LLC d/b/a Safe Harbor Marina Bay Yacht Harbor (the “Marina”), and the individual named below under the following terms and conditions:

Commencement Date: _____

Term: MONTH –TO-MONTH
(concurrent with Liveaboard Status)

Name: _____

Account Number: _____

Slip Number: _____

Mailbox No: _____

Mailbox Key No: _____

Mailbox Mailing Address:

Box _____
2600 Spinnaker Way
Richmond, CA 94804

Box _____
100 Hall Avenue
Richmond, CA 94804

Monthly Rental Fee: _____ \$0.00

Key Deposit: _____ \$50.00

1. **TERM.** The term of this Agreement shall begin on the Commencement Date and continue on a calendar month to calendar month basis as long as Boat Owner maintains current Liveaboard status at Marina. **Upon ending Liveaboard status at Marina, Boat Owner is responsible for vacating mailbox, returning keys to Marina and submitting appropriate Change of Address to the US Postal Service. Use of mailboxes is restricted to current Liveaboards. Either party may terminate this Agreement by giving the other party at least thirty days written notice.**

2. **MAILBOX FEES AND OTHER CHARGES.** Mailbox fees are due on or before the first day of each month without deduction or demand. Mailbox renter may be sent a monthly statement setting forth the locker fees and other charges due. Amounts appearing on the monthly statement are **due by the 1st day of the month.** Marina shall be entitled to interest at the maximum rate provided by law and late charges as provided in paragraph 4 on any payment more than ten (10) days past due. Non-receipt of billing statements does not relieve renter of the obligation to pay all charges due. All payments shall be made at the Marina’s address set forth above or as indicated on the invoice.

3. **KEY DEPOSIT.** Mailbox renter shall pay to Marina a key deposit to secure the performance of renter’s obligations under this Agreement, which shall not be in lieu of any other fees. If the mailbox key is not returned to the Marina upon termination of this agreement the Marina may recover possession of the mailbox, retain the key deposit and return any mail as undeliverable accordance with law. Lost keys will be subject to forfeiture of the deposit and rekeying charges to include material costs and labor at current rates.

4. **USE OF MAILBOX.** Mailbox renter may use the mailbox to receive personal mail, and for no other purpose. Marina reserves the right to exclusive control over the use of the mailbox. Marina may terminate this agreement without notice if mailboxes are misused or if any term of this agreement is violated.



5. **ASSIGNMENTS.** Mailbox renter may not sublet or assign this Agreement and/or the right to use the mailbox.
6. **ACCESS TO MAILBOXES.** In case of perceived emergency, Marina is authorized to do whatever Marina deems reasonably appropriate, including forced entry of mailboxes, without liability for damages or loss of any kind arising from such action or inaction, unless such damage or loss directly results from Marina's gross negligence.
7. **RESPONSIBILITY FOR DAMAGE.** Mailbox renters shall be responsible for and shall promptly, upon demand, pay Marina for any costs or damage incurred by the Marina or others due to acts or omissions of the renter. This provision is in addition to, and not in lieu of, the provisions set forth in the Disclaimer of Liability and Agreement to Indemnify.
8. **DEFAULT; REMEDIES.** If Mailbox renter breaches this Agreement and such breach continues for ten days after Marina has given written notice of the breach to the renter, the renter shall be in default. Upon default, Marina may exercise any and all remedies available hereunder or at law.
9. **WARRANTIES.** Marina makes **NO WARRANTIES, EXPRESS OR IMPLIED**, as to the condition of the mailbox or Marina Bay Yacht Harbor.
10. **NOTICES.** Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the other party or five days after it is deposited in the mail, addressed to the other party at the addresses set forth in the Agreement. Mailbox renter is responsible for informing Marina of any changes to renter's current contact information (address, phone number, and e-mail address).
11. **The Undersigned Boat Owner on his own behalf acknowledges that he has read and fully understands this Mailbox Agreement. Boat 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

(Signature)

(Date)

(Signature)

(Date)

(Print Mailbox Renter's Name)