



NEW MELONES LAKE MARINA

www.newmelones.com
P.O. BOX 1389
ANGELS CAMP, CA 95222
(209) 785-3300

BERTH RENTAL AGREEMENT

The undersigned owner, chartered or custodian of the boat described below, hereby rents from NEW MELONES LAKE MARINA (Landlord) the berthing space described below on the terms and conditions contained herein including the reverse hereof, which constitutes the entire agreement of the parties. This agreement creates a month-to-month tenancy under California law. The terms and conditions on the reverse hereof are incorporated herein and a part hereof. Prior to commencement of this lease, Tenant shall supply landlord with a copy of the current registration on the boat.

While this contract is for rental on a **month-to-month tenancy**, the Tenant has the right to pre-pay rent for any period of time at the currently published rates on a quarterly, semi-annual or annual basis. In order for the lower rental rate to apply it must be paid by the tenth of the month for which it is to commence. If the Marina receives a payment after the tenth of the month for a period in excess of a month, an amount equal to that month's rent will be applied to that month. A special bill will be sent out to inform Tenant that the payment was not received in time and that one additional month's rent must be paid before the reduced rate will be in effect.

Tenant _____

Address _____

City _____ Zip _____

Telephones _____

Name of Boat _____

CF No. _____ Draft _____

Year _____ Length _____ Width _____

Hull No. _____

Legal Owner _____

Address _____

City _____ Zip _____

Trailer Make _____ Yr _____

Serial No. _____ License _____

Legal Owner _____

Insurance Carrier _____ Phone _____

Ins. Agent _____

IN CASE OF EMERGENCY CALL:

Registered Owner _____

Address _____

City _____ Zip _____

Telephones _____

Monthly Rent _____

Quarterly Rent _____

Annual Rent _____

Trailer space _____

Other _____

Other _____

Total Monthly Rent _____

1st Months Rent _____

Security Deposit _____

Paid Herewith _____

Berth No. _____

Pol. No. _____

SIGNED _____
Owner, Charterer, Custodian

NEW MELONES LAKE MARINA

Dated this _____ day of _____, 20____

By _____

TERMS AND CONDITIONS

1. Monthly rent is payable in advance on the first day of each month. The rent for any partial month will be billed on the basis of a 30-day month. In the event any amount owed is not received in the office by the 15th of the month a service charge in the amount of 1.5% of the unpaid balance will be added.
2. Tenant is renting space for storage of a boat. It is expressly agreed and understood that landlord is not bailee of the boat and does NOT have care, custody or control of tenant's boat.
3. The deposit shown on this agreement will be held by landlord as a Security deposit for the performance of this agreement by Tenant. Landlord may commingle the Security Deposit with funds in its general accounts and may, at Landlord's option, apply the security Deposit to any amounts due and unpaid by tenant hereunder. If Tenant complies with each and every term and condition of this lease which are to be performed by him during his entire tenancy, then within fourteen days after termination of this lease and surrender of the premises to landlord in the same condition it was received, reasonable wear and tear excepted, Landlord shall refund to Tenant the Security Deposit, without interest. Tenant may not use the Security deposit as, or deduct it from the last month's rent.
4. This agreement may be terminated by either party on 30 days written notice of termination. Written notice of termination may be mailed to the marina at the above address or may be delivered to the office. Tenant will remain responsible for the rent until 30 days after the date of actual notice of termination. Any notice to tenant shall be effective upon the date of mailing to tenants address as shown in this agreement.
5. Landlord will maintain a list of berthing rules and regulations posted in a public place, and will supply the tenant with a copy upon request. Landlord may amend such rules at any time upon 30 days notice by posting new rules and regulations. Tenant acknowledges receipt of a copy of the rules and agrees to abide by them. The conduct at the Marina of Tenant, any member of his/her family, or any of his/her employees, licensees, agents and guests (hereinafter individually referred to as "tenants Agent") shall be the sole responsibility of Tenant. Disorder, depredation or indecorous conduct (including use of drugs and becoming intoxicated with alcohol) by Tenant or Tenant's agent that might disturb or cause harm to any person, damage property, be a nuisance, or harm the reputation of Landlord or the Marina shall, at the option of landlord, be cause for immediate termination of this lease by Landlord. Tenant agrees to pay any damages caused by Tenant or Tenant's agent. Intoxication by alcohol or drugs shall be presumed if (i) Landlord, or the management for Landlord shall require the assistance of the sheriff or other law enforcement agency, (ii) Tenant or Tenant's Agent engages in the physical assault of another person or of that persons property or (iii) one or more users of the Marina facilities files a written complaint with Landlord concerning the intoxication of Tenant or Tenant's Agent. Intoxication by tenant or Tenant's Agent shall be deemed a nuisance. Any violation of the rules shall constitute a breach of this contract.
6. In the event of an emergency or in the event of any violation of this agreement by tenants, landlord is authorized to move the boat or trailer from the rented space to any other mooring or storage space in the Marina.
7. Tenant has inspected the berth or storage space and accepts them "as is" without warranty or any representations by Landlord. It is understood that only the space and the right to park the boat described herein are being rented by the Landlord. The right to store the boat is at the Tenant's risk. The marina has no responsibility for care, protection or maintenance of the boat (including its gear, equipment or contents) or any other property of tenant.
8. Tenant, at Tenant's sole cost and expense and at all times during the term of this lease, shall obtain and maintain with an Insurance company acceptable to Landlord, (i) a policy of complete marine insurance including Protection and Indemnity liability with limits of not less than \$300,000.00 per occurrence, naming Landlord as an additional insured, with waiver of subrogation in favor of landlord; and (ii) a policy or policies of insurance covering, to the extent of at least 100% of the actual cash value of the boat (including all gear, equipment and other personal property located on the boat or on the premises) damage by fire, extended coverage perils, vandalism and burglary. Tenant shall provide landlord with copies of (i) prior to the commencement of this lease, certificates of insurance evidencing coverage no later than thirty days prior to the expiration of a policy, and evidence of the renewal or replacement of the policy. All policies of insurance shall require thirty days advance notice by the insurance company to the landlord of any amendment or cancellation. Tenant hereby releases Landlord and Landlord's agents and authorized representatives and employees (herein collectively called "Landlord's agents") from any and all claims for damage or loss to the personal property in, on or about the Premises or the marina that are caused by, the result from, perils that are, or would be, covered under one or more of the required insurance policies and hereby waives any and all rights of recovery against Landlord or Landlord's agents in connection with any damage which is or would be covered by any such insurance policy.
9. Tenant agrees to hold Landlord harmless and indemnify it for all loss, damage, liability or expense of any kind incurred or claimed by reason of any acts or failure to act on the part of Tenant or his agents, employees or guests, or in the use of the mooring or storage space or of the boat. Furthermore, Tenant waives any claim against Landlord and agrees to hold it harmless from any damage to Tenant's boat, including gear, equipment and contents (whether by fire, theft, collision, sinking, destruction or otherwise), howsoever occasioned, and from any injury or claim of injury to Tenant or his guests. Tenant assumes all risk related to any pollution damage caused by any leaking or discharge from his boat, including any discharge of any toxic material in connection with the sinking of his boat.
10. Any personal property of Tenant which shall remain in or on the premises or at the Marina after the termination of this lease (other than a termination of this lease while a default by Tenant exists) shall be considered abandoned at the option of the Landlord, and if abandoned, Landlord may sell, destroy or otherwise dispose of Tenant's property.
11. In the event tenant fails to pay rent when due, landlord shall have the right to prevent the boat from leaving the berth until all charges are paid in full. Landlord may proceed to foreclose its possessory lien on the boat for storage, or in the alternative may proceed with an action in unlawful detainer. In any event, tenant shall continue to be liable for rent as long as the boat remains in the Marina.
12. Tenant will be charged for electricity at the established rate based on meter readings and for any minimums that may be established from time to time.
13. Living aboard shall not be permitted. Remaining on the boat for more than three consecutive nights in the berth shall constitute living aboard.
14. Should it become necessary for Landlord to employ an attorney for the purpose of enforcement of any of the provisions of this agreement, or for causing the removal or the sale (to satisfy delinquent charges) of the boat described herein the undersigned agrees to pay reasonable attorneys fees and court costs or other fees incurred by Landlord in connection therewith.
15. This Lease may not be transferred or sublet by Tenant.

TENANT ACKNOWLEDGES THAT HE/SHE HAS READ, RECEIVED AND FULLY UNDERSTOOD THIS AGREEMENT AND THE RULES AND REGULATIONS AND AGREES TO ABIDE BY THEM.

LANDLORD

TENANT

By _____
