



DRY STORAGE AGREEMENT

Agreement is not valid unless ALL parts of this form are completed.

Tag #: _____ Slip #: _____ Date In: _____

FULL NAME: _____	HOME PHONE: _____
BILLING ADDRESS: _____	
CITY: _____	STATE: _____ ZIP: _____
EMAIL: _____	OTHER PHONE: _____

BOAT MANUFACTURER: _____	BOAT NAME: _____
CF NUMBER: _____	PLATE #: _____

LICENSE AGREEMENT:

THE UNDERSIGNED (LICENSEE) IS HEREBY GRANTED TO USE THE STORAGE SPACE IDENTIFIED HEREIN BELONGING TO LAKE SONOMA RESORT AREA IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AS WELL AS ALL POLICIES, RULES AND REGULATIONS SET FORTH BY LAKE SONOMA RESORT AREA.

TERMS AND CONDITIONS:

- License to Use.** This agreement is a license to use a space only for storage of the Boat subject to this Agreement.
- Payment of Fees.** Licensee shall pay Lake Sonoma Resort Area according to the fee schedule set forth and incorporated herein. Any default of the License fee payment schedule shall constitute a breach of this Agreement for which Lake Sonoma Resort Area may terminate this license. Lake Sonoma Resort reserves the right to adjust fees at any time.
- Rules and Regulations.** Licensee agrees to comply with all rules and regulations of Lake Sonoma Resort Area (as the same may be from time to time changed) and such rules and regulations incorporated herein as a part of this Agreement. Licensee hereby acknowledges receipt of a copy of Lake Sonoma Resort Area rules and regulations. Any violation of the rules and regulations of Lake Sonoma Resort Area constitutes a breach of this Agreement which may result in immediate termination of this Agreement by Lake Sonoma Resort Area.
- Use of Boat.** Licensee warrants that the boat is to be used only for pleasure and for no commercial use of any kind. Any commercial use shall automatically terminate this Agreement.
- Risk of Loss.** Licensee shall use slips and facilities at his/her own risk. Lake Sonoma Resort Area shall not be responsible for the care and protection of the Boat (including gear, equipment or contents). At no time is Lake Sonoma Resort area obligated to protect Licensee's Boat or perform any services with respect to Licensee's Boat. Lake Sonoma Resort Area shall not be liable for any loss, injury, or damage to the Boat or consequential or incidental damages, whether caused by condition of the Marina's facilities or any other cause. Licensee has received the same in good order and repair. There is no warranty of any kind as to the condition of Lake Sonoma Resort Area's floats, walkways, dock, equipment, slips or any property whatsoever owned by Lake Sonoma Resort Area.
- Indemnity.** Licensee shall indemnify and hold Lake Sonoma Resort Area, its directors, shareholders, officers, employees, customers, agents, suppliers and guest harmless from any loss, claim damage cost, or liability. Licensee waives any claim against Lake Sonoma Resort Area and agrees to hold Lake Sonoma Resort Area harmless by reason of any damage or loss to Licensee's Boat or claim of injury to the Licensee or his guest by reason of physical condition of Lake Sonoma Resort Area property.
- Insurance.** It is expressly agreed that Licensee shall carry liability insurance in the amount of \$300,000 against liability for injury to others and property damage, said liability insurance shall name Lake Sonoma Resort Area as an "other insured" and such certificate of insurance shall be filed with Lake Sonoma Resort Area upon acceptance of this agreement and such further notices of cancellation or renewal shall be filed immediately with Lake Sonoma Resort Area.
- Care of Storage Area.** Licensee shall keep and maintain storage area in clean and sanitary condition at all times. Upon termination of this Agreement, Licensee shall surrender the storage area to Lake Sonoma Resort Area in good order and repair. Under no circumstances, nor at any time, shall Licensee change, modify or alter any dock, equipment, walkway, float, slip or any other property of Lake Sonoma Resort Area whatsoever. Licensee shall not install or place any personal property, equipment, dock, boxes, or locker of any type or shape on Lake Sonoma Resort Area property.

9. **Emergency.** In case of emergency, Lake Sonoma Resort Area is hereby authorized to move Licensee's boat without liability to Lake Sonoma Resort Area and/or Marina personnel for damages or loss of any kind. Licensee hereby guarantees Lake Sonoma Resort area reasonable for said moving.
10. **Lien.** Lake Sonoma Resort Area shall have possessory lien on Boat identified herein for any unpaid storage, service, fuel, supplies, etc., furnished in connection with said boat. Such lien is in compliance with the Harbors and Navigation Code of the State of California.
11. **Attorneys Fees.** In the event that either party shall incur attorney fees and court costs in regards to their rights to this License Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and court costs.
12. **Waivers.** A waiver by Lake Sonoma Resort Area of any performance pursuant to this License Agreement shall not be deemed as a continuing waiver or sufficient grounds for waiver of any other performance, nor excuse performance by Licensee from any other terms of this Agreement or any of the attached rules and regulations.
13. **Sale and Transfer of Ownership.** Lake Sonoma Resort Area shall be notified immediately of any sale or transfer of ownership of Boat and shall give Lake Sonoma Resort Area the right to terminate this Agreement forthwith. If the Boat, subject to this License Agreement, is jointly owned, the owner signing this agreement represents he/she is authorized to bind all owners of the Boat in accordance with the terms hereof.
14. **Assignment.** This Agreement may not be assigned by Licensee and is terminable by Lake Sonoma Resort Area at will.
15. **Termination of Agreement.** This Agreement shall be deemed automatically cancelled if Licensee's Boat is declared by Lake Sonoma Resort Area or any government agency to be unsafe or a pollution hazard. If Licensee violates any of the terms or conditions of this Agreement or any of the rules and regulations of Lake Sonoma Resort Area, then this Agreement shall terminate immediately. If Licensee fails to pay any fees or costs as agreed, or if Licensee's Boat is a hazard or unsafe, then Lake Sonoma Resort Area may take necessary action to remove Licensee's Boat and lock up said Boat in dry storage with no liability to Lake Sonoma Resort Area or its employees. If it becomes necessary to remove Licensee's Boat and keep it in dry storage or in another location other than the Licensee's slip, said Licensee will be responsible for all costs of labor, services, and materials required. Licensee will be responsible for and hold Lake Sonoma Resort Area harmless for any claim of damage to the Boat resulting from such removal.
16. **Space Assigned.** Licensee shall have the use of the space as registered with Lake Sonoma Resort Area. Licensee shall register his/her boat with Lake Sonoma Resort Area including all information required by the Marina for this purpose. If Licensee removes Boat from its storage area for extended periods (normally more than three (3) consecutive days), Licensee agrees to notify Marina Manager. Lake Sonoma Resort Area may use the storage area when not in use by Licensee without reduction of the License fee or other compensation to Licensee. Lake Sonoma Resort Area reserves the right to move or lock up Licensee's boat without notice if boat is in a storage area other than what was agreed upon.
17. **Entirety of Agreement.** This agreement contains the entire agreement of the parties. There are no oral waivers, alterations, or additions to this Agreement. This Agreement may only be amended in writing and signed by Licensee and Lake Sonoma Resort Area.
18. **Term.** Licensee agrees to the **minimum number of months agreed upon as a financial commitment.**
19. **Dogs & Pets.** Please abide by the California leash laws.
20. **Vessel Removal.** A "Request to Vacate" form must be filled out and returned to Lake Sonoma Resort if the documented vessel will be leaving the marina property for more than 30 days for any reason. If vessel is removed and Lake Sonoma Resort Area has not been notified, charges and fees will still apply. Removal of all other personal items from the premises is required.

Date: _____

Signature: _____

<u>LAKE SONOMA USE</u>		
Trailer:	_____ months x \$65/month = _____	
<input type="checkbox"/> Monthly Billing fee	<input type="checkbox"/> x Paid in Full	
Total Amount Paid:	_____	Date: _____
<input type="checkbox"/> Cash	<input type="checkbox"/> Check# _____	<input type="checkbox"/> Credit Card
<u>ATTACH TRAILER AGREEMENT DIRECTLY TO BERTHING LICENSE AGREEMENT.</u>		
<u>ATTACH ALL PAYMENT RECEIPTS DIRECTLY CONTRACTS</u>		

LAKE SONOMA RESORT AREA - 104 WIKIUP DR, SANTA ROSA, CA 95403
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