

Walnut Grove Marina, LLC

P.O. Box 231
Walnut Grove, CA 95690
(916)776-1181
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walnut grove marina.com

LICENSE AGREEMENT

I. REGISTERED OWNER AND/OR MORTGAGE OR LEGAL OWNER

Name _____

Home Address _____

Home Telephone / Cell Phone _____

Business Address _____

Business Telephone _____

Email Address _____

II. DESCRIPTION OF VESSEL

Name _____

DMV/Official No. _____ Year of Documentation/Registration _____

Type _____ Make _____

Length (LOA) _____ Draft _____

Hull _____

III. TERM:

_Month to Month commencing _____

_Term (other than month-to-month) _____

IV. PAYMENT:

First Fall Month Slip Fee (or pro-ration) \$ _____

Slip Deposit \$ _____

Key Deposit \$ _____

Live Aboard Fee (If Applicable) \$ _____

TOTAL PAID HEREWITH

\$ _____

V. SLIP NUMBER ASSIGNED _____

THIS LICENSE AGREEMENT (the "-Agreement") is made as of the date set forth below. by and between Walnut Grove Marina, LLC (Marina) and the person(s) named as REGISTERED OWNER (or the Owner's authorized agent) (Owner) of the vessel described in Section II above. (the "Vessel") under the following terms and conditions

(1)

1. Vessel. Owner warrants that he is the owner of the Vessel and is authorized to bind all joint owners of the Vessel to the terms of this Agreement. An agent for the Owner or any joint owners, represents and warrants that he is authorized to enter into this Agreement on behalf of the **Owner(s)** of the Vessel.

2. Vessel Documentation and Condition. Owner warrants that the Vessel is properly registered and is in compliance with all applicable California and US Coast Guard safety regulations. Owner represents and warrants that the Vessel will be maintained in a seaworthy, operable condition and will maintain the Vessel's appearance, which will include regular cleaning, maintenance and/or replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment and any other appurtenances of the Vessel. Marina shall be sole judge of the adequacy of the Vessel's condition, maintenance and appearance.

3. Vessel Inspection/Approval. The Vessel shall be inspected and approved by Marina upon its arrival. Failure to obtain Marina's approval shall automatically terminate this Agreement. Failure to cure any deficiencies in the Vessel's condition, maintenance or appearance as required under this Agreement within 30 day of written notice of such deficiency shall automatically terminate this Agreement.

4. Slip and Limitation on Renting Slip. Marina licenses to Owner a non-possessory, revocable right to the use of the slip set forth above and its storage box- if applicable, upon the terms and conditions contained herein. Owner shall use the Slip only for mooring the Vessel and for no other purpose. Owner warrants that while the Vessel is moored at Marina, Owner will not rent or charter the Vessel to any other person for any purpose whatsoever and will not engage in any commercial activity with the Vessel or otherwise use or allow any other person to use the Vessel for commercial purposes or activities.

5. Right To Re-Assign Vessel. Marina reserves the right to reassign Owner to any other Slip in Marina's facility at any time, for any reason, and without prior notice to Owner, and to relocate the Vessel thereto at the Owner's expense and risk. Marina shall be held harmless and indemnified and defended for any damage to the Vessel arising out of or relating to such relocation, even if such damage is caused by the negligence of Marina. Owner shall agree that Marina may use the Slip when the Owner is not using it, without compensating Owner. Owner agrees that Owner will maintain the Slip, the walks, floating ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Should Marina deem it necessary, in Marina's sole discretion, to maintain the Slip area, such maintenance, well be done at Owner's expense.

6. Term. This Agreement shall create a license commencing on the date set forth in Session III and shall continue from the first day of the month immediately following on a month to month basis or for a term described until default under this Agreement or until terminated by either party by prior written notice to terminate given not less than thirty (30) days prior to the termination date thereof. THERE IS NO REBATE OF SLIP FEE AT TERMINATION FOR ANY UNUSED PORTION. Owner shall surrender the slip immediately upon the expiration of the term in substantially the same condition it was upon the commencement of the term, reasonable wear and tear excepted. Upon termination or default, Owner agrees to remove the Vessel from the Slip immediately. If Owner fails to do so, Owner hereby grants Marina or its agents the right to remove Vessel, without notice, at Owner's sole risk and expense for the purpose of relocating the Vessel to another slip or to a dry storage area. **Owner shall defend, held harmless and indemnify Marina from and against any claims for damages, including subrogation, arising out of or relating to removal, relocation or storage of Vessel, even if such damage is caused solely or partially by the negligence of Marina.** Owner shall pay all expenses arising out of or related to the events described in the Section, including salvage, storage,

moorage. towing. surveying. inspection, maintenance and preservation charges. for each day after termination or default that the Vessel remains on Manna's premises, Owner shall pay the current daily guest fees as established by Marina.

(2)

7. Slip Fees, For each calendar month. Owner agrees to pay Marina the monthly slip fee then in effect based upon length of Slip or overall length of Vessel, whichever is longer, in advance on the first day of each and every month.

8. Fees for Late Payment or Returned Checks. All Slip Fees not paid by the tenth (10) day of the same month shall be deemed delinquent. For the loss of Slip Fees due, costs incurred to handle returned checks, delinquent Slip Fees, and consequential reports to Marina. Owner shall pay Marina. in addition to the Slip Fee. a monthly \$25.00 late fee. Payment by fees will be charged until all Slip Fees are paid by a valid check or cash. Repeated late fees or returned checks may result in default or termination, at Marina's sole option.

9. Adjustment of Fees. If the license is for a specified term, Marina may increase or decrease the Slip Fee by notifying the Owner in writing or posting notice thereof at Marina's premises at least thirty (30) in calendar days in advance of the termination date of the term of the license. If this is a month to month license as selected in Section III. any adjustment in Slip Fees shall be deemed published when notice thereof is posted on the bulletin Board located at the Marina's Office. Adjustments of Slip Fees shall become effective on the first day of the calendar month next following. In the event Owner fails to pay any new Slip Fee after its effective date. Marina may terminate this Agreement as of effective date.

10. Slip Deposit. At the commencement of this Agreement. Owner shall pay Marina the deposit or any subsequent Increase set forth in Paragraph V above (the "Slip Deposit - "). Notice of any increase shall be posted on Marina's premises. Owner agrees to pay the additional sum necessary for Owner's deposit to equal the currently posted Deposit. If Owner fully and timely performs Owner's obligations, Marina agrees that, upon termination of this Agreement and after Owner has vacated the Slip. Marina will refund to Owner the Slip Deposit actually paid. less any amount necessary to pay for repairing or cleaning the Slip or any other fees or charges owed by the Owner. Owner may not use the Slip Deposit as, nor deduct it from. the Slip Fee for any month.

II. Liens. Marina shall have all liens provided for in the California Harbors and Navigation Code and such other liens. rights and remedies, including the right to sell the Vessel at public auction. under California or federal Law. as each may be applicable. Marina shall also have the right to take the Vessel into its possession to secure all sums that become due under this Agreement. Owner hereby agrees that Marina may assign its liens and possessory and other rights and remedies to a third party.

12. Live Aboard. Owner agrees that no person shall reside on the Vessel at any time without express written permission in the Marina. In the event permission to live aboard is granted, it shall be limited to two persons per Vessel and an additional monthly the per person shall apply. The term "Live Aboard" is defined as "any vessel that is occupied in excess of seven consecutive days (168 hour period). - Live Aboard rates are subject to change with thirty (30) day's prior written notice. In no event shall a **Live Aboard** constitute a lease or interest in property. It is merely a non-possessory revocable right to use the **slip**.

13. Liability and Indemnity. 'VERY IMPORTANT PLEASE READ CAREFULLY. Owner, as a material part of the consideration to be rendered Marina under this Agreement (and the lower slip rental rate offered by Marina in exchange for the following consideration), hereby expressly agrees that vessels, marinas and areas in and around marinas can be hazardous to both property and persons, thereby posing a substantial risk of damage and injury to both property and persons. For example. such hazards include. without limitation, slips, falls. drowning, prop wash damage. winds, waves. storms. fires, vessel collisions and vessel sinking's. As a result of Owner's recognition of the risks associated with being present in or around vessels. the Marina and its Common Areas. **Owner expressly agrees to assume any and an**

risk for. waive and exempt Marina, as well as hold harmless, indemnify and defend Marina from and against, and all claims, including, without limitation. subrogation by Owner's insured against Marina for damages to the Vessel or her appurtenances, or for injury or death to Owner. Owners family, relatives, agents., employees, contractors, licensees, charterers. or guests that may occur on, in or about the Vessel or the Common Areas. or arise out of or relate in any way to the Vessel or the Common Areas. The foregoing waiver includes any and all claims. damages or injuries that may be caused or asserted solely or partially as a result of premises liability or the negligence of Marina.

(3)

Owner agrees to exempt. hold harmless. indemnify and defend Marina from and against any and all claims for damages. including subrogation. that may be asserted by any person, including Owner, against Marina including claims that Marina was negligent. Solely for the purpose of this Section 13, the term "Common Areas" shall mean all areas in. on or around the Vessel. the Slip. the dock areas, the walks, floats. gangways. restrooms and other convenience facilities , parking areas. and roads in, around and leading to. Marina's premises. even if every other subsection contained in this Section of this Agreement is deemed invalid. inapplicable or unenforceable. Owner nevertheless agrees that Marina's liability for any claim that arises out of or relates to this Agreement including claims based on Marina's negligence, shall be expressly limited to no more than \$1.000 or one month's Slip Fee, whichever is greater.

Owner Initials _____

14. Insurance. Owner shall. at his own cost and expense, maintain liability and property damage insurance (which insurance shall provide primary rather than secondary coverage) with liability limits in amounts sufficient to ensure performance by Owner of all the exemption, waiver, hold harmless and indemnity provisions contained in the Agreement, **including claims involving premises liability or Marina's negligence, and shall have Marina's expressly identified in the Insurance policy as an additional named insured.** Owner shall, in any event carry liability insurance and property damage insurance, with accidental pollution coverage. with limits of at least \$300.000.00 Marina requires Owner to provide evidence satisfactory to Marina of Owner's compliance with this Section: Owner's failure to comply with or demonstrate compliance with this Section does not in any way constitute a waiver by Marina of this Section.

Owner Initials _____

15. No Representations or Warranties. Owner acknowledges that Marina has not made any representations or warranties with respect to the nature. suitability. merchantability, fitness or condition of the Slip or Common Areas. except as expressly set forth herein. and that no such warranties or representations shall be implied.

16. Utilities. In addition to the Slip fee Marina reserves the right to charge for utilities. Owner agrees to pay all utility charges for electric service and other such services. If Owner fails to pay such charge when due. Owner agrees to pay Marina. in addition to the charges due. a \$20.00 late fee. Any failure to pay such charges when due shall constitute a violation of this Agreement which will allow Marina to terminate the Agreement.

17. Transfers and Ownership. No right of Owner relating to or arising out of this Agreement may be assigned or transferred. Any attempted assignment or transfer shall give Marina the right. but not the obligation. to terminate this Agreement. If Owner sells. charters, or transfers all or any portion or the Owner's interest in. or possession of the Vessel. or in any corporate or partnership or joint venture entity which owns the Vessel, all of Owner rights under this Agreement shall terminate automatically. Owner warrants that Owner will represent to third parties that Owner's rights in the Slip are not transferable with the Vessel and shall

indemnify and hold Marina harmless from any claim for damages, including subrogation, resulting from any such representation.

(4)

18. Arbitration. The parties hereby agree that with the exception of claims for possession of the Slip or satisfaction of liens against the Vessel (i.e. ejection and actions for sale of the Vessel to satisfy Marina's lien rights in Paragraph 11.), any dispute, claim or controversy arising out of or relating to this Agreement must be settled by binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association ("AAA"), which arbitration shall take place in Sacramento County, California. The parties waive their right to discovery (except as allowed under AAA Rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the Federal Maritime Law and the Federal Rules of Evidence. This Agreement shall be enforceable and judgment upon any award rendered by any AAA Arbitrator may be entered by any court having jurisdiction.

Owners Initial _____

19. Attorney's Fees. If either Marina or Owner shall obtain legal counsel or bring an action against the other based on any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

20. Rules and Regulations. Owner agrees that Marina's Rules and Regulations attached hereto as Exhibit A, and any amendments thereto ("**Rules and Regulations**"), are an integral part of this Agreement. Owner shall comply, and shall cause Owner's family, agents, licensees and invitees to comply with the then current Rules and Regulations. If any person violates any Rule or Regulation, Marina may terminate this Agreement immediately, remove the Vessel from the Slip at Owner's risk and expense, and retake possession of the Slip. Marina reserves the right to modify, amend or supplement the Rules and Regulations at any time and from time to time upon written notice to Owner.

21. Parking. Owner shall comply with all vehicle parking restrictions set forth in the then current Rules and Regulations. The Marina, its officers, agents or employees shall not be liable to Owner or Owner's agents for any loss of, or damage to any kind to any motor vehicle or other personal property in or on the buildings, parking lots, or other Marina premises.

22. Entire Agreement. This Agreement and the Rules and Regulations set forth in Exhibit A constitutes the entire agreement and understanding between the parties. Owner and Marina agreed that Paragraph 13 of this Agreement is subject to and should be interpreted under the Federal Maritime Law. This Agreement and Exhibit A supersedes or replaces all previous agreements, licenses, or understandings, whether oral or written, with respect to the Slip. Should any portion of this Agreement be ruled invalid, such invalidity shall in no way affect the validity of this Agreement or any other portion thereof. This Agreement may be altered or modified only by a subsequent written agreement executed by both Marina and Owner.

Each signatory to this Agreement represents and warrants that he or she is fully authorized to execute this Agreement, either for himself or herself, or on behalf of his or her principal.

MARINA

OWNER or OWNERS Authorized Agent

Walnut Grove Marina, LLC

By _____

By _____