

RENTAL AGREEMENT  
TRACY OASIS MARINA - RESORT  
12450 W. Grimes Road,  
TRACY, CA 95304

The undersigned hereby rents from TRACY OASIS MARINA such mooring and/or storage space as shall be assigned to renter by TRACY OASIS MARINA on the following terms, which constitute the entire understanding of the parties. No oral waiver, alteration or addition will be recognized. No right or obligation created under this agreement may be transferred.

1. It is agreed that TRACY OASIS MARINA merely rents mooring or storage space to the undersigned, that no bailment is created, and that the mooring or storage space hereby rented shall be used only by the undersigned as renter. This agreement shall remain in effect until terminated in the manner provided below, despite any changes that may hereafter occur in the specific moorings or spaces assigned to the renter, and irrespective of the substitution by renter of one boat for another boat or boats owned, chartered or otherwise possessed by him. Renter may not sublet or loan mooring or storage spaces without prior written consent of TRACY OASIS MARINA.
  
2. The rental period covered by this agreement shall be from month to month, with the first month pro-rated to the first of the next month. A minimum of one month and the pro-rated amount is required at start of the agreement. Monthly rental price is payable in advance. Renter agrees to pay for total length of boat, including her overhangs, or berth, whichever is longer. Either party may terminate the entire agreement by 30 days written notice. A postage prepaid letter shall constitute notice. Said 30 day notice will constitute a minimum of one full months rent starting at the first of the month. The last months rent is not pro-rated to constitute said 30 day notice. Complete destruction of the moorage or storage space by reason of fire, storm or other catastrophe shall terminate this agreement. TRACY OASIS MARINA may change the rental rate by 30 days written notice. Acceptance by TRACY OASIS MARINA of rental payment in advance of any current month shall not constitute a waiver of its right to terminate the entire agreement or change the monthly rental price or substitute other comparable mooring or storage space. ***By initialing this paragraph I have read, understand and agree to these terms.*** \_\_\_\_\_
  
3. Rent is due the first day of each month and delinquent if not received by the 5<sup>th</sup> day of the month. If the monthly rental is not paid when due, a late charge of \$25.00 will be added to the account and due when payment is made. Statements are not sent unless you are billed for electric or are behind in monies owed. ***By initialing this paragraph I have read, understand and agree to these terms***  
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4. Should TRACY OASIS MARINA take action against renter to enforce payment of any amount due hereunder or enforce any obligations of renter hereunder, renter agrees to pay costs of such action, together with reasonable attorney's fees. Renter understand that the accrued monthly rental stated herein for mooring or storage constitutes a lien in favor of TRACY OASIS MARINA against the boat. If renter shall be delinquent for 30 days in payment of such rental, TRACY OASIS MARINA shall have the right (a) to satisfy such lien and (b) to remove the boat from its moorage and berth the boat at such location for impounding as TRACY OASIS MARINA may determine. Renter further agrees to pay an impound rate of thirty (\$30.00) dollars per day per storage item. Said removal and berthing shall in no event result in any liability of TRACY OASIS MARINA to renter and shall not require notice to renter. All costs of removal shall be borne by

renter. Renter hereby agrees that TRACY OASIS MARINA may render in excess of two hundred (\$200.00) dollars. Renter agrees that it is the responsibility at all times to inform the legal owner of the boat as to its berthing location and all their terms, provisions or actions taken or authorized under this agreement and to obtain legal owner's approval therefor. ***By initialing this paragraph I have read, understand and agree to these terms.*** \_\_\_\_\_

5. Nothing herein contained shall in any manner restrict or limit the TRACY OASIS MARINA'S right to recover possession of the leased premises by any lawful means including, but without limiting the generality of the foregoing, unlawful detainer proceedings. Recovery or possession shall in no way be construed as a waiver or release of the TRACY OASIS MARINA'S right to all unpaid rentals, costs, attorneys' fees and charges.
6. Nothing herein shall be construed as creating the tenancy of a "dwelling" within the means of California Law and the TRACY OASIS MARINA expressly disclaims any representations or warranties of any kind, express or implied, that the premises are habitable, it being expressly understood that the only property being leased and demised hereunder to owner is a space for owner's vessel, for which owner remains fully and solely responsible. This space can only be used for weekends or days off. Vacations not to exceed a two (2) week accumulated period for the term of the agreement. The chief executive officer (marina manager) is delegated the authority to consider a variation to the provision of the policy.
7. The undersigned agrees to use metered electrical outlets provided and pay the charges therefor.
8. Renter shall maintain, pay for, and procure physical damage coverage, including collision on the vessel described herein. Such policy will afford a provision for waiver of subrogation as to TRACY OASIS MARINA. Renter shall maintain, pay for, and procure liability insurance, including protections and indemnity coverage under any applicable federal acts, including the Jones Act and the United States Longshoremen and Harbor Workers Act. Limits of such policy shall be no less than \$300,000.00 per occurrence and shall name TRACY OASIS MARINA AS ADDITIONAL INSURES. Renter shall provide evidence of such required insurance in the form of a certificate providing a minimum of 30 days notice of cancellation or material change. ***By initialing this paragraph I have read, understand and agree to these terms.*** \_\_\_\_\_
9. Renter and renters guest agree to register any boat that stays within the premises for more than twelve (12) hours. Renter is responsible for renter guest and said fees, if any. This is a county law. No boat shall be moored behind any boat in a berth.
10. TRACY OASIS MARINA is hereby authorized to move the boat from the particular space rented to any other mooring or storage space owned or managed by TRACY OASIS MARINA, who shall have the right to enter upon tenting vessel at any time for emergency service and at reasonable times for periodical inspections to determine the safety and condition of renter's vessel. Renter agrees to pay TRACY OASIS MARINA reasonable charges for emergency work performed by TRACY OASIS MARINA on renter's vessel.
11. The undersigned agrees to hold TRACY OASIS MARINA 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 the undersigned renter or his agents, employees, family members, or guests, or in the use of the mooring or storage space or of the boat. Furthermore, the undersigned waives any claim

against TRACY OASIS MARINA and agrees to hold it harmless by reason of any damage to the undersigned's boat, including her gear, equipment, and contents (whether by fire, theft, collision, sinking, destruction, or otherwise) or for the trailer for which the boat rests, howsoever occasioned, and by the reason of any injury or claim of injury to the undersigned or his family members or guests by reason of the physical condition of the mooring or storage space hereby rented, or any of the approaches thereto or exists therefrom.

12. The undersigned has inspected the mooring or storage space assigned to him pursuant to this rental agreement and hereby accepts the same (as well as any different mooring or space which may hereafter be assigned to him) "as is", without warranty or any other representations whatever of TRACY OASIS MARINA, it being distinctly understood and agreed that only the use of the moorings and space is rented to the undersigned, and the right to moor or store shall always be at the undersigned's risk. There is no liability or responsibility whatever on TRACY OASIS MARINA for care, custody or maintenance of the boat (including her gear, equipment and contents), moorings or space, or for the protection or safeguarding or the same for the trailer in which the boats rests. There is no warranty of any kind as to the condition of gloats, walkways, gangways, roadways, ramps or mooring gear, nor shall TRACY OASIS MARINA be responsible for injuries to person or property occurring thereon or on any part of the premised or for any other reason as it is expressly understood that the undersigned and his family members or guests enter upon and use the marina docks or other facilities at their own risk.
13. The undersigned agrees to comply with all posted Rules and Regulation of the anchorage as set forth herein, and should breach of this agreement or violation of posted Rules and Regulations occur, including timely payment of rents, this agreement shall terminate immediately, and TRACY OASIS MARINA remove the boat form its mooring or storage space at the undersigned's risk, retake possession of the mooring or storage space and re-let the same to other persons.
  - 13a) No boat will be permitted to be berthed/stored before filling out a rental agreement, and the fee charged for such space has been paid.
  - 13b) Prior to leaving on vacation or any other extended absence, berthers shall notify the harbor master of departure and return dates. Berthers are responsible for prompt payment of rents and charges during vacations or extended absence.
  - 13c) Berths may be used only by the boat and owner assigned to the berth in the rental agreement. Should a berther sell his boat the new owner shall make application for berthing space.
  - 13d) All boats in the Harbor after the first day of each month will be charged for a full month's rent. No refunds or reductions will be made.
  - 13e) There will be no portable toilets of any kind emptied in our wash rooms.
  - 13f) Docks, gangways and floats must be kept clear at all times.
  - 13g) Cleaning of fish on docks, gangways and floats is strictly prohibited.
  - 13h) The throwing of rags, cans, paper, rocks or any other foreign matter, by boat owner, family members or guest into the water is strictly prohibited. Refuse cans are provided

throughout the Marina for this purpose. Oil or inflammable liquids are not to be put in the garbage containers.

13i) The pouring of gasoline into boats in the berth is prohibited.

13j) The storing of inflammable liquids and paint is prohibited in the berth lockers. The harbor master has the right to open and inspect lockers at any time.

13k) Driving speed on the property in vehicles is NOT to exceed an absolute speed limit of 10 miles per hours.

13l) No minors shall be allowed on the property at any time, with the exception of those accompanied by the boat owners or their guests.

13m) Guests and relatives must be accompanied by the owner of the boat at all times. DO NOT send guests or relatives to your boats without accompanying them. They will NOT be permitted to get on or stay on your boat.

13n) No exchanges will be permitted between boat owners of berthing spaces without prior written permission of the management.

13o) The pumping of boats in the Harbor is not the responsibility of the management. All boats requiring pumping by the Harbor Master or his employees will be subject to a pumping charge.

13p) Any condition aboard or around any boat or float, which in the opinion of the management is a fire hazard or a health menace, or a danger to public safety, must be corrected immediately by the owner, owners or licensees of such boat.

13q) Boat owners or lessees will be held responsible for the conduct and actions of their crews and guests within the Harbor limits, and for the observation of any additional rules and regulations published by the management for the operation of TRACY OASIS MARINA.

13r) "For Sale" signs are not permitted on any boats. They cause unescorted strangers to trespass our docks and unattended boats. We have no objection to prospects being escorted by you or your agent.

13s) Boat maintenance work shall be limited to the ordinary work required to keep a vessel in good condition. Boat maintenance shall only be done in designated areas. No major reconstruction work is permitted.

13t) Pets must be leashed at all times. Pets must be exercised away from docks or walkways. Pet droppings shall be cleaned up immediately by the pet owner.

14. If any clause in this contract is found to be invalid or unenforceable, it shall not affect the remainder of this contract, and all other clauses and parts of this contract shall remain in full force and effect.

**BOAT / TRAILER INFORMATION**

<b>VESSEL DESCRIPTION</b>	<b>TRAILER DESCRIPTION</b>
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CF NUMBER \_\_\_\_\_ LICENSE# \_\_\_\_\_

STATE REGISTERED / YEAR \_\_\_\_\_ STATE REGISTERED / YEAR \_\_\_\_\_

MAKE \_\_\_\_\_ MAKE \_\_\_\_\_

YEAR MODEL \_\_\_\_\_ YEAR MODEL \_\_\_\_\_

HULL ID # \_\_\_\_\_ LENGTH \_\_\_\_\_ VEHICLE ID # \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL \_\_\_\_\_

EMAIL: \_\_\_\_\_

BERTH# \_\_\_\_\_ PERMIT# \_\_\_\_\_ ACCT# \_\_\_\_\_

MONTHLY RENTAL AMOUNT _____	PRORATION AMOUNT _____
STARTING MONTH _____	TIME PERIOD ____/____/____ TO ____/____/____
SPACE AMOUNT _____	SPACE AMOUNT _____
TRAILER AMOUNT _____	TRAILER AMOUNT _____
TOTAL MONTHLY _____	KEY DEPOSIT (____) X \$ _____ = _____
	ELECTRIC DEPOSIT _____
	APPLICATION AMOUNT _____
	TOTAL PRORATION DUE _____

BY SIGNING AND INT. THIS AGREEMENT I ACKNOWLEDGE THAT I HAVE READ  
 UNDERSTAND THE RENTAL AGREEMENT. I ACKNOWLEDGE THAT I HAVE  
 RECEIVED A COPY OF THIS AGREEMENT AND MARINA RULES & REGULATION

RENTER \_\_\_\_\_ DATE \_\_\_\_\_

TRACY OASIS MARINA-RESORT \_\_\_\_\_ DATE \_\_\_\_\_