

Date In: _____

Slip #: _____



TWELVE MONTH BERTHING LICENSE AGREEMENT

*Agreement is not valid unless ALL parts of this form are filled out.
This is a six month financial commitment*

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

BOAT MANUFACTURER:	BOAT NAME:
CF NUMBER:	BOAT LENGTH:

LICENSE AGREEMENT:

THE UNDERSIGNED (LICENSEE) IS HEREBY GRANTED TO USE THE SLIP OR 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 based on slip or marina changes. Any and all adjustments can be found at Lake Sonoma Marina locations and on our website. Nonpayment within 30 days will result in vessel being locked up without notice until payment is received in full.
- Rules and Regulations.** Our Rules and Regulations are available online, at the billing office and at the Marina Store. 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 is hereby aware 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.
- Member Passes.** Please reference the official Rules and Regulations for all parameters of customer parking and membership passes. Each member is to be issued (1) one Parking Pass and (1) one Membership Pass per slip. These passes are only valid for the term of this agreement. Additional parking and membership passes can be purchased with authorization from a Marina manager for an additional \$10 per pass. The parking pass and any additional are required to be on display in the vehicle while on Lake Sonoma Resort Area property otherwise a Day-Use ticket may be issued. Tickets are to be paid at the marina office. The parking pass allows for unlimited use of the private Lake Sonoma Resort Area launch ramp, only while agreement is valid, only to customers listed on both the agreement and the boat insurance. Only one car per slip is included at no additional cost per visit, any additional vehicles will be charged a day use fee.
- 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 Slip.** Licensee shall keep and maintain slip in clean and sanitary condition at all times. Upon termination of this Agreement, Licensee shall surrender the slip 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.

10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **Assignment.** This Agreement may not be assigned by Licensee and is terminable by Lake Sonoma Resort Area at will.
16. **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 place 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 place 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.
17. **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 slip for extended periods (normally more than three (3) consecutive days), Licensee agrees to notify Marina Manager. Lake Sonoma Resort Area may use the slip 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 Licensee's boat without notice if boat is in a slip other than what was agreed upon.
18. **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.
19. **Term.** Licensee agrees to the **minimum 12 month financial commitment.**
20. **Dogs & Pets.** Please abide by the California leash laws.
21. **Boat 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 before the full term of the contract has expired, charges and fees will still apply. Removal of all other personal items from the premises is required. Dock and slip area is to be left clean and in the same condition as when vessel arrived. If/when vessel is removed, Lake Sonoma Resort Area has the right to rent that space to another paying customer unless previously discussed with Marina staff.

By signing this agreement, I acknowledge that I have read, understand and agree to all terms and condition of this contract as well as any other rules set forth by Lake Sonoma Resort Area.

Date: _____

Signature: _____