

Snug Harbor Resorts, LLC

3356 Snug Harbor Dr, Walnut Grove, CA 95690 (916)775-1455 fax (916)471-0124 UPDATED 7/19/18

COVERED BERTH, OPEN BERTH or DOCK

THIS BERTH/WHARFAGE CONTRACT (hereinafter "Agreement") is made as of this _____ day, Of _____, 201_ with respect to the marina described in Section 3 below (Snug Harbor Resorts, LLC Marina, the "Marina") by and between the owner of the Marina identified in Section 5 below ("Snug Harbor Resorts, LLC") and the vessel owner identified below (the "Vessel Owner"). Wharfage Contract is based upon National Maritime laws and regulations.

1. Vessel Owner:

Name(s): _____

If Vessel Owner is a corporation or other entity,
Name of Authorized Signing Agent: _____

Owner's/ Agent's Home Address: _____

_____ Zip _____

Home Phone # () _____

E-mail address _____

Driver's License Information: State: _____ # _____

Billing Address: _____

_____ Zip _____

Business Phone # () _____

Cell Phone # () _____

Emergency Contact Information _____

If you can not be reached:

Emergency Phone # () _____

Legal Owner of Vessel: _____

Bank, Lien holder, or other name appearing on evidence of title

If more than one Vessel Owner is identified above, each shall be jointly and severally liable for performance of the obligations hereunder and all are collectively referred to as "Vessel Owner" herein.

Pursuant to the terms of this Agreement, Snug Harbor Resorts, LLC hereby grants Vessel Owner a limited license and permission to berth its vessel described below (the "Vessel") at the slip shown in Section 3 below (hereinafter called the "Slip") within the Marina described in Section 3 below (the "Vessel") at the slip shown in Section 3 below (hereinafter called the "Slip") within the marina. Vessel Owner hereby agrees to accept the Slip for the term specified, subject to all of the terms and provisions set forth below.

2. Vessel Description: Vessel Name: _____ Model/Builder: _____

Type: POWER () SAIL () ELECTRIC () Fuel Type: _____

L.O.A. (length overall): _____ Beam: _____ Draft: _____

Including bow pulpit & swim platform – tip to tail measurement

Registration CF / Documentation #: _____

Please provide a copy of current Documentation/ Registration for file

Insurance Carrier: _____

Insurance Agent: _____ Phone #: _____

Policy #: _____ Expiration Date: _____

Please provide a copy of current insurance certificate for file

If Vessel Owner does not currently have insurance on the Vessel, Vessel Owner must agree to the following terms, which must be initialed by Vessel Owner:

_____A Vessel Owner agrees to be personally liable for all damages to Marina business caused by Vessel Owner, or the Vessel, including but not limited to environmental damage, dock damage, harm to persons.

3. Definitions and Terms: Marina: Snug Harbor Marina owned by Snug Harbor Resorts, LLC

Slip No. _____ Slip Length: _____

Term of lease: _____ Year _____ mo. Start: _____ End: _____: Paid as follows:

Slip Rate / Linear Foot: \$ _____ Based on Monthly Slip calculation of \$ _____

(Monthly Slip Fee is based on the longer- of the slip length OR the actual measured LOA of the vessel, based on an Annual Lease)

See lease summary sheet attached, and incorporated by reference into this agreement.

Dockage / Slip Deposit: \$500.00 – Deposit requirement may be increased at any time at the discretion of the Marina

Gate Opener # _____, # _____ Key Deposit: \$100.00 X ___ openers. Total Opener Deposit \$ _____

Vehicle Permit # _____ Additional Permit at an additional charge per month # _____

Other Users / Guest / Crew (See Section 9.1 & 9.K):

(Only registered Vessel Owners and / or Agents are authorized to request and distribute keys and parking permits, and grant access to the Marina and the vessel)

4. Information Changes: Vessel Owner agrees to give Snug Harbor written notice of any change in the information provided in the above Sections 1-3, including but not limited to Vessel Owner's contact information and address, Vessel registration, and insurance carrier, agent information and policy number, within five (5) days after the occurrence of any such changes. Notices of any changes are to be sent in writing to Snug Harbor as outlined below.

Vessel Owner agrees to produce evidence of current licensing, registration and insurance coverage for the Vessel and provide copies of such certificates for the Marina files at Snug Harbor's request and when such coverage of registration are changed or renewed. Notice of any changes or updates are to be sent in writing to Snug Harbor as outlined below.

5. Company & Notice of Address: Snug Harbor Resorts, LLC Attn: Nicky Suard, Esq.
1155 Trancas St., Napa, CA 94558

During the term of this Agreement and until otherwise notified in writing by Snug Harbor Resorts, LLC Nicky Suard, shall serve as the management agent ("Manager") of Snug Harbor and shall have authority on behalf of the Snug Harbor to send and receive notices, issue approvals, and execute instruments hereunder.

6. Term: The term of this agreement shall commence on the Commencement Date and continue on an annual basis for the first year, then on a month-to-month basis, unless annual lease is renewed by marina Owner. If during the term of lease marina and/or RV/MH park is sold or transferred to a new Owner, leaseholder-Vessel Owner agrees to provide any lease summary information as required to confirm lease terms for new marina Owner. Vessel Owner can pay annually, bi-annually or monthly for berth payments. However, note there will be an additional \$50 monthly billing fee if monthly billing is selected. Either party may terminate this Agreement by giving the other party at least thirty days (30) written notice. Vessel Owner agrees no long term rights to remain in berth accrue by entering into this lease agreement.

7. Slip Fees: Vessel Owner agrees to pay Company the Slip Fee set forth in Section 3 above. The Slip Fee for the first full or partial calendar month of the Term shall be paid to Snug Harbor by Vessel Owner concurrently with the execution of this Agreement, at a minimum. If Vessel Owner has elected annual or bi-annual payment, such payment is due upon acceptance of this lease agreement. If Vessel owner has selected monthly billing: Vessel owner will thereafter be sent a monthly statement setting forth the dockage and other fees and charges due. All slip fees are payable in advance and all fees and charges are due by the 1st of the month and delinquent on the 5th of the month. Vessel Owner may plug into electrical outlet by slip only if electric service is included in this agreement. In addition, only one electrical outlet may be plugged into, not several outlets. Covered berths have 20 am marine plugs, and it is Vessel Owner responsibility to utilize correct marine connection. **Non-receipt of billing statement does not relieve the Vessel Owner of the obligation to pay all charges.** The Slip Fee and other charges shall be paid at the Snug Harbor's office or by mailing such payment to the address set forth on the monthly statement, or at such other place as may from time to time be designated by Snug Harbor in writing. Snug Harbor may increase the amount of the Slip Fee charged and payable monthly hereunder upon thirty (30) days written notice.

8. Deposits: Upon execution hereof, Vessel Owner shall pay to Snug Harbor a Dockage Deposit in the amount set forth in Section 3 above as security for the faithful performance of the Vessel Owner's obligations hereunder. Such deposits shall not be in lieu of any dockage or slip fee. Snug Harbor may, at its option, claim from the security deposit such amounts as are reasonably necessary to remedy Vessel Owner's monetary defaults in the payment of Slip Fees, fines and other charges, to repair damages to the Slip or Marina caused by Vessel Owner or others acting on behalf of Owner, exclusive of the normal wear and tear, or to clean the Slip, if necessary, upon termination of this Agreement. In the event the security deposit or any portion thereof shall be applied as provided herein, Vessel Owner agrees to deposit with Snug Harbor within ten (10) days after written demand or billing an amount sufficient to restore the security deposit to its original amount, and failure to do so shall constitute a breach of this Agreement. Snug Harbor shall have the right to commingle the security deposit. Within two (2) weeks after the Vessel has been permanently removed from the Slip and all keys to the Marina have been returned to Snug Harbor, Snug Harbor shall furnish the Vessel owner with an itemized written statement of the basis for and the amount of the security deposit applied in accordance with this Agreement, and Snug Harbor shall return any remaining portion of the security deposit without interest to the Vessel Owner. In addition to the forgoing security deposit, Vessel Owner shall also deliver to Snug Harbor, upon execution hereof, a key deposit in the initial amount set forth in Section 3 above, which shall be held by Snug Harbor as security for the key/access card to the Marina provided to Vessel Owner. The key/access card or fob deposit shall be refundable to Vessel Owner when and only when such access device is returned to Snug Harbor upon expiration of the Term hereof. The key deposit shall be permanently retained by Snug Harbor in the event the access device is lost or damaged by Vessel Owner, in which event Vessel Owner shall be required to deliver to Snug Harbor an additional key deposit in the amount then-currently charged by Snug Harbor for a replacement device.

9. Use Conditions: Vessel Owner, and those acting on his or her behalf, will perform or abide by each and every condition of use contained in this Agreement and the current Marina Rules and Regulations. At all times, Vessel Owner shall comply with all laws, rules and regulations of **federal, state, and local entities**, including

municipal codes, environmental laws and regulations and all regulations of the U.S. Coast Guard. Vessel Owner shall not cause or allow the Slip to be used for any purpose other than the mooring or berthing of specific vessel described in Section 2 above (“the Vessel”), and for other uses consistent with this slips Rental Agreement. Snug Harbor may add or change the Marina Rules and Regulations by posting new ones or by otherwise notifying Vessel Owner of the change. It is Vessel Owner’s responsibility to periodically review the Leaseholder News page for updates: http://www.snugharbor.net/2018_leaseholder_news.html or go to lease page and click on current year news link found at: <http://www.snugharbor.net/vvrates.htm>

A. Live Aboard: While at the Slip, no person shall live aboard, or use as personal residence, the Vessel without prior WRITTEN consent of Snug Harbor. A person shall be deemed to be living aboard the Vessel if such person occupies the Vessel for more than eight (8) days within any thirty day period. Extended stay permission may be granted by Snug Harbor on occasion, but ONLY in writing approved by the General Manager of the Marina. Current posted live aboard fee in addition to berth lease rate is \$200 per person onboard, per month. Providing false information with regard to live-aboard status, living aboard without permission and / or failing to obtain prior written permission for extended stay may result in immediate termination of this Agreement and all privileges at the Marina. _____ or ____Live aboard clause applies.

B. Discharge of Waste and Hazardous Materials: No substance or material of any kind, including without limitation waste matter from sinks, toilets, marine heads, holding tanks, bilges or any other receptacles, shall be discharged or discarded in the waters of the Marina or the Harbor. If the Vessel is equipped with a toilet, a marine head, or any other permanent or temporary receptacle for human body wastes, then the Vessel must be equipped with holding tank designed to retain all contents deposited in the receptacle until such time as such contents may be discharged into a sanitary sewer system or discharged otherwise in accordance with law. All sewage systems on vessels must meet CURRENT U.S Coast Guard guidelines and must be locked “shut” while the vessel is berthed in the Marina. Vessel Owner agrees to permit Snug Harbor to inspect such holding tanks from time to time upon demand. Vessel owner shall not release or permit to be released into the water or upon the docks or land, by action or inaction, any hazardous waste or environmentally objectionable substances including oil, paint, or gasoline. Vessel Owner shall *immediately* report any release to all appropriate government agencies and to the Marina Manager and shall *immediately* implement necessary clean up and disposal of any hazardous materials. Vessel owner shall be responsible for the prompt payment of all cost associated with clean up and disposal including costs of absorbent pads and booms, oversight by government agencies and Marina personnel, fines, penalties and legal fees. If Snug Harbor is not satisfied, at Snug Harbor’s sole discretion, with Vessel Owner’s actions in reporting and cleaning up a release, Snug Harbor may take action it deems appropriate to remedy the situation, at the Vessel Owner’s sole expense.

C. Signs: Unless prior WRITTEN approval is given by Snug Harbor, no signs for the purpose of advertising or display shall be placed on the Vessel or dock, including but not limited to “For Sale” and “brokerage” signs.

D. Overhangs and Vessel Size Restrictions:

No part of the Vessel shall at any time extend over any portion of any dock in the Marina. No vessel or part of a vessel may extend more than 10% of length of the slip beyond the end of the slip. Additionally, Vessel Owner agrees that Vessel shall not extend at any time into the center walkway of berth section, to avoid the possibility of a person walking into Vessel and being harmed. Vessel Owner agrees to defend, indemnify and hold Snug Harbor harmless for any injury or damage caused by any failure to comply with these conditions.

E. Securing Vessel: At all times during which the Vessel is berthed at the Slip, Vessel Owner shall cause it to be safely and properly secured to its berth in a manner acceptable to Snug Harbor. In case of an emergency, Snug Harbor is authorized to do whatever Snug Harbor deems appropriate, including boarding the Vessel, moving the Vessel, utilizing auxiliary pumps or taking any other action. If Snug Harbor deems it necessary to re-secure the Vessel for any reason or perform other work, Vessel Owner agrees to pay Snug Harbor a reasonable service charge for doing so plus the cost of all materials used therefore. However, the Company assumes no responsibility for the safety of the Vessel and shall not be liable for fire, theft or any damage to the Vessel, its equipment, or any other property in or on the Vessel by reason of Snug Harbor’s exercise or failure to exercise its right to secure and protect the Vessel.

F. Condition of Slip: Vessel Owner hereby acknowledges that the Vessel Owner has inspected the Slip and those portions of the Marina associated with the Slip, including without limitation, the gates, floats, walks, gangways, ramps and utilities, and knows the condition of the same, and hereby accepts the same in their

existing condition 'AS IS' and agrees that no statement, representation or warranty as to their condition has been made by Snug Harbor. Marina does not warrant the utility services will be compatible with the utility service requirements of the Vessel, including electrical interconnection and polarity or effect of electrolytic action on the vessel. If, from time to time, Vessel Owner observes areas of any of the above that require repair or replacement, Vessel Owner will notify the marina office in writing of such item for repair or replacement.

G. Vessel Owner's Care of Vessel, Slip and Docks: Vessel Owner shall not store or install any lockers or boxes, small boats, dinghies, skiffs, bait tanks, boat gear, racks or other personal property whatsoever at the Slip (other than aboard the Vessel or within approved dock boxes), or on the docks or gangways adjacent to the Slip. Vessel Owner shall keep the Slip, docks and gangways in a neat, clean and orderly condition, free and clear of all such items other than approved power lines and water hoses in use connected to proper receptacles at the Slip. No permanent wheels, fenders, rubbing strips or other cushioning devices (i.e., hoses, etc.) may be attached to a dock for the purpose of protecting hulls, without the prior written approval of Snug Harbor. No alterations may be made to the docks by the Vessel Owner. No flammable, combustible or otherwise hazardous materials shall be stored or left on the docks, including in approved dock boxes and lockers in the Marina. Vessel Owner agrees to promptly submit a written report to Snug Harbor of any conditions, existing on or about the Marina which Vessel Owner believes to be hazardous condition or which might develop into a hazardous condition. Vessel Owner will only use the electrical outlet associated with assigned berth, and will only use appropriate marine-certified extension cords and electrical equipment suitable for the marina environment. Any such electrical cords or equipment may not be laid across walkways where a passersby could trip on them.

A single dock box is provided for vessel owner's use when renting a covered berth. Please provide your own lock and provide the office with a copy of the key to the lock in case of emergencies. You may not store any illegal or combustible materials in the dock box.

Vessel Owner will keep Vessel in clean and orderly condition. No personal items such as tables, beach chairs, clothing, bedding, water toys or any other personal items may be kept topside when Vessel Owner is not present. Vessel Owner must occasionally wash down vessel to remove naturally-occurring dust, and shall promptly respond if contacted by Company to clean up Vessel. No sanding, painting or vessel maintenance work is allowed to be done while the vessel is in the water, so that the residue of such work does not fall into the water. Please plan to take your vessel to a dry storage or repair facility when your vessel requires maintenance.

H. Commercial Enterprise: Vessel Owner will not conduct or allow the Vessel to be used for any commercial enterprise including, but not limited to, the chartering of the vessel during the existence of this Agreement, unless authorized by Snug Harbor in writing, and unless Vessel Owner has full insurance naming Snug Harbor Resorts, LLC as additional insured, and Vessel owner has all applicable current county, state and federal licenses available to provide to the office before any such commercial enterprise is conducted.

I. Guests: Vessel owner shall be responsible for the conduct and control of all guests, agents, contractors, employees and others on the Marina premises at the request or with the permission of the Owner. Vessel Owner agrees that all guests, contractors, employees and other invitees will comply with the terms and conditions of this Agreement, and that it is Vessel Owner's responsibility to convey the terms of this lease and the general rules and regulations of resort/marina to Vessel Owner's guests. Vessel Owner further agrees to defend, indemnify and hold Snug Harbor harmless from any loss, cost, expense, liability, damage or injury, without limitation and including all reasonable attorneys fees incurred in defending any action, arising out of the actions, either passive or active, of the Vessel Owner and Vessel Owner's guests, agents, contractors, employees and other invitees while in the Marina.

Company reserves the right to regulate the entry into the Marina by yacht brokers, contractors and yacht service personnel. Vessel Owner shall be responsible to ensure that all contractors and other service providers employed by the Vessel Owner comply with all Marina rules and Regulations, *properly register with the Marina Office prior to beginning any work, and provide proof of adequate workers comp and longshoreman's insurance coverage and general liability insurance coverage.* Snug Harbor may take reasonable steps to ascertain that persons within the Marina premises and aboard the Vessel are properly authorized by Snug Harbor and authorized by the Vessel Owner to be aboard. Prior to any access to marina, Company may require service providers to complete a statement of compliance establishing adequate insurance.

If Occupant wishes to have additional guest of Occupant onsite periodically, the guests are welcome if

the following criteria is met: *Occupant must make prior arrangement with the office and there may be additional charges for additional vehicles allowed onsite, based upon resorts' normal daily use rates. (This charge is Necessary to defray resort costs for the extra use)* This rental agreement specifically does not include guests of leaseholder use of boat launch or park facilities or camping onsite. If leaseholder has occasions where leaseholder wishes to invite guests to stay onboard overnight with leaseholder, that is allowed but vehicle daily fees shall apply, and leaseholder and guests must stay onboard the vessel, not camping in the park unless a campsite, RV site or cottage has been reserved in advance and fees paid.

It is Occupant's responsibility to notify office at least 24 hours in advance of schedule of guests and to pay in advance for the guests fees, if such applies. To notify the office of a guest coming in, please go to the office to sign guest sheet or leave a message on the main Snug Harbor telephone line at 916-775-1455. *We reserve the right to refuse access to any person not prescheduled, or scheduled to late, and not approved by the office. We will exercise our right to refuse access if such guest access would cause the resort to exceed limits as per use permit, or if additional guests would cause undue undue additional burden on staff and resort facilities.* *Guests must be accompanied by Occupant whenever they use the facilities, and if staying overnight must be staying with Occupant.* Violation of park rules or failure to pay guest fees in advance, whether by Occupant or Occupant's guests, will constitute a cause for immediate termination of this lease with 30 day notice as specified herein. Note that leaseholders in good standing (no past due rents) are provided the benefit of four (4) free guest passes per month, so long as guests are prescheduled. **In no case can the number of people per berth go over 6 persons**, either for day use or overnight use, including guests staying on site for more than 30 minutes. Children of any age are persons and are counted for purposes of this agreement and all Snug Harbor rules. Stop-in guests of less than 30 minutes are allowed without charge only if the office has been notified of the short visit *in advance*, so that we have the name of the visitor prior to their arrival. Guests coming onsite for thirty minutes will be given a temporary pass which must be returned to the office in the correct time frame, or day use fees will be due, paid BY THE LEASEHOLDER. Unscheduled guests may be denied access to the park. This rule is intended to protect BOTH the Occupant and the park from unscheduled or uninvited guests. If Occupant has a surprise guest come to the park or docks without first checking in at the office, it is Occupants' responsibility to escort the guest to the office and arrange for payment of guest fees. If Occupants' berth site has reached its maximum, the guest(s) will be asked to leave.

J. Change of Slip: Snug Harbor reserves the right to move, or to require a Vessel Owner to move, the Vessel from the Slip to another slip within the Marina, either temporarily or permanently, at any time for any reason whatsoever, including without limitation for construction, emergency, safety or other operational reasons. Vessel owner hereby grants to Snug Harbor permission to board the Vessel for said purpose. Neither Snug Harbor nor any of its directors, officers, agents or employees shall have any liability for loss or damage resulting from any such movement of the Vessel or from any failure to move the Vessel. However, we will not exercise the right to move a vessel unless no other reasonable alternatives are found to achieve the goal of the management.

K. Insurance: Vessel Owner agrees to obtain and maintain during the term of this Agreement a policy of complete Marine Insurance including Protection and Indemnity Liability with limits not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. Vessel Owner shall also maintain a Hull and General Vessel Protection policy covering at least 100% of the actual cash value of the vessel with endorsements for extended perils, damage by fire, electrolysis, and / or stray current, corrosion, vandalism, theft and burglary, in accordance with the following.

Said insurance shall also provide liability, worker's comp and if applicable, crew or longshoreman's coverage, for any and all crew or other employees granted access to the docks and the vessel at any time. The said insurance shall be in a form and substance satisfactory to Snug Harbor and shall be placed with responsible underwriters, which have a Best financial rating of at least 8 Best policyholder rating of A- or better.

The Vessel Owner shall provide Snug Harbor with copies of the certificates of insurance evidencing appropriate coverage prior to the commencement of this Agreement, which evidence shall be a precondition to Vessel Owner's use of the Slip. Vessel Owner shall deliver new certificates evidencing the required coverage prior to the expiration or termination of any policy. All insurance policies shall expressly provide that they shall not be cancelled or materially amended for nonpayment of premium or any cause whatsoever unless Snug Harbor is given thirty (30) days advance written notice by the insurance company.

The said insurance shall name "Snug Harbor Resorts, LLC" as "additional insured" (or comparable endorsement) for liability coverage, and shall provide that it fully insure the interests of the Company regardless

of any breach or violation by the Vessel Owner or any person of any warranties, declarations or conditions contained in such policy.

Snug Harbor shall have no obligation to pay calls, assessments, premiums, or other charges in connection with any insurance. The insurance shall contain a waiver of subrogation in favor of Snug Harbor and its Manager with respect to damage to the Vessel and any property of Vessel Owner situated thereon.

Vessel Owner shall also be responsible to ensure that all contractors and others employed by the Vessel Owner comply with all Marina Rules and Regulations, properly register with the Marina Office prior to beginning work, and provide proof of adequate workers comp and longshoreman's insurance coverage and general liability insurance coverage with a limit not less than \$1,000,000, per occurrence, which would cover Snug Harbor Resorts, LLC" as "additional insured's."

L. Assignment and Subletting: This Agreement grants to Vessel Owner a limited personal right, without any possessor interest, to berth the Vessel. Accordingly, Vessel Owner shall have no right or power to transfer or assign this Agreement or to assign or subject the Slip or any part thereof to any person or party whatsoever or for the use by any other vessel whatsoever. No transfer assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted transfer shall be valid or effective. Any attempted transfer shall, at the election of Snug Harbor, automatically terminate this agreement. Owner agrees to notify Snug Harbor in writing of this intention to have the Slip vacant for a stated period, or if the Slip is otherwise vacant for a period of seven days, Snug Harbor may, at its option, allow use of the Slip by another vessel on a temporary basis without liability or payment to Vessel Owner unless otherwise agreed in writing by Snug Harbor.

M. Resort, Marina Rules and Regulations: Vessel Owner agrees to use the Slip and the Marina in accordance with Snug Harbor's Resort, Marina Rules and Regulations, a current copy of which the Vessel Owner has received and which, by this reference, is expressly made a part hereof. Snug Harbor reserves the right to modify or amend its Rules and Regulations from time to time and Vessel Owner agrees to comply with all modified and amended rules and regulations. Vessel Owner further agrees to comply with all laws, ordinances, rules, regulations and orders of any government authority with respect to the Slip, the Marina or the harbor. Should any fine be assessed against Vessel Owner and/or Snug Harbor due to any failure by Vessel Owner or its licensees, guests, employees or contractors to comply with the provisions of this Paragraph, Vessel Owner shall be solely responsible therefore and shall pay same within five (5) days following demand.

IN NO CASE CAN FIREARMS, FIREWORKS, OR ILLEGAL SUBSTANCES be used or stored on Vessel or onsite while at Snug Harbor. Vessel Owner acknowledges that Snug Harbor Resorts, LLC is a family-oriented business and as such, will not tolerate any use of firearms, fireworks or illegal substances, and will immediately contact local law enforcement if any such use is discovered or suspected, without any notice to Vessel Owner.

10. Indemnity, Damage and Destruction:

A. Vessel Owner's Indemnity Obligation: Vessel Owner hereby agrees to defend (with counsel acceptable to Snug Harbor), indemnify and hold Snug Harbor and Manager harmless from and to pay on demand all reasonable costs for repair or restoration resulting from any damage or destruction to the Slip or the Marina or any part thereof or any vessels in the Marina resulting from any operation or movement of the Vessel or any other act or omission of Vessel Owner or any person on the Vessel or the Slip claiming to be present through or under the permission or authority of the Vessel Owner, including, without limitation, damage or destruction resulting from improperly connecting electrical service from the common outlet to the Vessel, failure to turn off electrical, water, or other utility appliances or lights when not in use, and littering of the Slip or adjoining water and common areas.

B. Effect of Damage or Destruction: In the event of damage to or destruction of the Marina or the Slip by fire, wind, flood, storm movement of water, accumulation of silt, earthquake, tidal wave or any other cause or causes, whether immediate or over a period of time, Snug Harbor shall have the option to: (1) Treat this Agreement as continuing and repair or restore the Marina or Slip; or (2) Terminate this Agreement and all further obligations hereunder of either party by written notice to the Vessel Owner. After the occurrence of such damage or destruction, the Vessel Owner's obligation to pay Slip Fees hereunder may be abated in an amount which Snug Harbor in its sole discretion, shall determine to be proportionate to the area of the Slip rendered

unfit for use by Vessel Owner during the period from occurrence of damage or destruction through completion of repair or restoration.

11. Indemnity Limitation on Company's Liability:

A. Injury, Loss or Damage: Unless caused by the willful misconduct of Snug Harbor, and notwithstanding the negligence of Snug Harbor, either active or passive, Vessel Owner agrees that neither Company nor Manger(s) or staff shall be liable for any injury, including but not limited to death, the Vessel Owner or for any loss of or damage to the Vessel or any property or article belonging to Vessel Owner. In addition, Vessel Owner hereby agrees to defend (with counsel acceptable to Snug Harbor), indemnify and hold Snug Harbor and Manager harmless from all claims, demands, penalties, losses, expenses, damages and liabilities asserted by anyone for any injury, loss or damage to persons property resulting from or attributable to the use of the Slip or Marina and appearances by Vessel Owner or the licensees, guests or contractors of Vessel Owner, except to the extent resulting from the sole negligence or willful misconduct of Snug Harbor. For purposes of this Paragraph, references to Snug Harbor and Manager shall include the officers, employees, shareholders, directors, agents and representatives of Snug Harbor and Manager.

B. Other Limitations: Vessel Owner also agrees that Snug Harbor shall not be liable for, and this Agreement shall not be terminated by, any interruption or interference with services or accommodations due Vessel Owner caused by strike, riot, orders or acts of public authorities, acts of other vessel owners, accident, the making of necessary repairs to the Marina, or any other cause beyond Snug Harbor's control.

12. Waste, Quiet Enjoyment: Vessel Owner shall not commit or permit any waste upon the Slip or any nuisance or other act or thing which may disturb the quiet enjoyment of any other vessel owner or person in or about the adjoining slips. Vessel Owner shall not use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by Snug Harbor.

13. Default/Termination: The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Vessel Owner:

A. The vacating or abandonment of the Slip by the Vessel or Vessel Owner.

B. Failure of the Vessel Owner to make any payment of Slip Fees or any other payment required to be made by Vessel Owner hereunder as and when due where such failure shall continue for a period of three (3) days after written notice thereof from Snug Harbor to Vessel Owner.

C. The failure by Vessel Owner to observe or perform any of the covenants, conditions or provisions of this Agreement, including the Marina Rules and Regulations, to be observed or performed by Vessel Owner other than described in Subparagraph B above where such failure shall continue for a period of seven (7) days after written notice thereof from Snug Harbor to Vessel Owner.

D. For breaches of lease terms that would pose a risk of safety to other persons in the marina or park, or discovery of Vessel Owner conducting illegal activities under federal and/or state law, Vessel Owner will be provided with 24 hours notice to vacate. If Vessel Owner does not vacate, SHR management will exercise all resources available legally to resolve the situation, including but not limited to court eviction process, and reporting to law enforcement about suspected illegal or dangerous activity.

14. Remedies for Default:

A. Possessor Lien: By execution of this Agreement, Vessel Owner acknowledges that pursuant to applicable law, including but not limited to California Harbors and Navigation Code Section 491, 501, the Federal Maritime Lien Act (46 U.S.C. Sections 971-975), local rules of the United States District Court for the Central District of California concerning rem actions, and by the terms of this Agreement, Snug Harbor shall have lien on the Vessel and its equipment for money or damages, which may become due under this Agreement and that Owner is aware that Snug Harbor and its agents may enforce this lien through in rem proceedings. A fee of \$250 will be assessed for initial processing of all such actions in addition to all applicable attorney and other fees incurred by Snug Harbor. Pursuant to said statutory lien, Snug Harbor has the right to take possession and control of the Vessel and remove and store the Vessel for the purpose of perfecting and executing upon Snug Harbor's statutory lien rights in the Vessel. So long as the Marina continues to hold the Vessel, Vessel Owner shall be deemed to be holding over and shall be responsible for all continuing charges and expenses.

B. Other Remedies: In the event of default as described above by the Vessel Owner, Snug Harbor may, at its option, regard this Agreement as continuing in force and recover from Vessel Owner damages caused by the Vessel Owner's default, including, without limitations, the right to recover the Slip Fees under this Agreement as

the same shall accrue and/or terminate Vessel Owner's right to use the Slip. The remedies herein above provided are not exclusive and Snug Harbor may pursue any one or more of such remedies or any other remedies provided by law.

C. No Waiver: The exercise or failure to exercise any remedy provided herein for any breach shall not be deemed as a waiver of Snug Harbor's rights to have that or any other remedy specified above for any other breach of the same or any other provision of this Agreement. Failure by Snug Harbor to exercise any of its rights under this Agreement or Snug Harbor's acceptance of money after any default shall not be considered or construed to waive any right of Snug Harbor or to affect any notice or legal proceedings therefore given or commenced. Nothing herein shall constitute a waiver of the rights of Snug Harbor to a maritime lien under state law or under Federal Maritime Lien Act.

D. Attorney's Fees: In the event Snug Harbor or Vessel Owner shall bring any action in connection with the enforcement of any term of this Agreement, the party prevailing therein shall be entitled to recover as part of such action reasonable attorney's fees, expert witness fees and court costs.

E. Late Payments: Any Slip Fee or other sum due under this Agreement that is not paid to Snug Harbor within five (5) days of the date when due shall bear interest at the rate of ten percent (10%) per annum from date due until fully paid. In addition, Vessel Owner acknowledges that such late payment will cause Snug Harbor to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult and impracticable to ascertain. Accordingly, if any sum due from Vessel Owner shall not be received by Snug Harbor within five (5) days after the date due, the Vessel Owner shall pay to Snug Harbor, in addition to the interest provided above, a late charge in the amount of fifty dollars (\$50.00) for each delinquent payment. If an account is processed for collection of lien due to late payments an additional charge of \$250 will be assessed to all such accounts.

F. Insufficient Fund Checks: A twenty-five dollar(\$25.00) insufficient fund check fee will be assessed against Vessel Owner for each returned check. NSF check fee is applied each time the check is returned to Snug Harbor due to insufficient funds. This amount is IN ADDITION TO late payment fees.

15. Additional Termination Provisions: This Agreement shall, at the sole option of Company, automatically and immediately terminate at such time as Vessel Owner sells, leases, charters or otherwise transfers any or all of its interest in the Vessel to any other party, whether or not such transfer is voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy or otherwise.

If Vessel Owner fails to perform any of the terms, conditions and promises as set forth in this Agreement, and the current Marina Rules and Regulations, Snug Harbor may, at its option, without waiving and other remedies it may have, immediately terminate this Agreement upon written notice to Vessel Owner.

Upon termination of this Agreement, Vessel owner shall remove the Vessel from the Slip, shall remove all other items of its personal property, if any, from the Marina, and shall surrender to Snug Harbor the Slip and all keys to the Marina.

In the event of Vessel Owner's default or termination of this Agreement without removal of the Vessel, Marina may suspend the right of the Vessel Owner to obtain access to the Marina, to use the Slip and the Vessel without the necessity of the initiation of any legal proceedings. Company, at Company discretion, may move Vessel to another location, subject to Federal Navigation laws which may supersede state laws.

16. Notices: All notices, demands and requests which may be or are required to be given pursuant to the provisions of this Agreement may be delivered in person or by reputable courier or overnight delivery service, or by posting and mailing pursuant to Section 1162 of the California Code of Civil Procedure, or by United States mail, certified or registered, postage prepaid. Any mailed notice shall be addressed as follows:

- a) If to Snug Harbor, at its address designated in this Agreement or to such other person or to such other address as Company may hereafter designate by written notice.
- b) If to Vessel Owner, at the residence and/or billing address designated in this Agreement or to such other address as Vessel Owner may hereafter designate by written notice.

EXCEPT AS EXPRESSLY PROVIDED IN PARAGRAPH 9E AND 14A ABOVE, SNUG HARBOR DOES NOT HEREBY ASSUME CUSTODY OR POSSESSION OF THE VESSEL OR ANY RESPONSIBILITY WHATSOEVER FROM THE CARE OR PROTECTION OF SAME AND VESSEL OWNER ASSUMES ALL RISKS ASSOCIATED WITH THE USE AND OCCUPANCY OF THE SLIP.

VESSEL OWNER AGREES AND UNDERSTANDES THAT SNUG HARBOR AND THE MARINA SHALL NOT BE CONSIDERED AN INSURER OF THE VESSEL OR ANY PROPERTY OF THE OWNER AND OTHER CONTAINED ON THE VESSEL OR AT THE MARINA.

VESSEL OWNER REPRESENTS AND WARRANTS THAT ALL STATEMENTS HEREIN ARE FULL, TRUE AND CORRECT. VESSEL OWNER ACKNOWLEDGES THAT THE COMPANY HAS FULLY RELIED UPON THESE STATEMENTS IN EXECUTING THIS AGREEMENT.

THIS AGREEMENT SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SLIP DESCRIBED HEREIN.

BY SIGNING BELOW VESSEL OWNER ACKNOLEDGES AND CONSENTS TO ALL TERMS AND CONDITIONS SET FORTH INTHIS AGREEMENT AND THE CURRENT MARINA RULES AND REGULATIONS AND ACKNOWLEDGES RECEIPT OF A COPY AND ACCEPTANCE OF SAID MARINA RULES AND REGULATIONS.

BY SIGNING BELOW, VESSEL OWNER EXPRESSLY ACKNOWLEDGES AND CONSENTS TO THE INDEMNITY AND HOLD HARMLESS PROVISIONS CONTAINED HEREIN.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and year first above written.

VESSEL OWNER or Authorized Agent

Date: ____/____/____

FOR Snug Harbor Resorts, LLC

Date: ____/____/____

Attached: Snug Harbor Marina/Resort Park Rules
Insurance Verification
Slip Inspection Checklist
Live Aboard addendum (if needed)