

updated 11/25/2020

Name: _____ Berth or dock # _____

Phone # _____ Email: _____ # of persons on lease: _____

BERTH OR DOCK LEASE SUMMARY SHEET: Snug Harbor Resorts, LLC

Below is a summary of the costs associated with your lease at Snug Harbor Resorts, LLC, based upon the number of persons, vessels, vehicles and other personal items that would be stored onsite, in a covered berth, at an open berth or dock. Rates below apply only at beginning of lease. Items added later incur a lease change fee and rates are substantially higher for short term or temporary uses, and must be reserved and then confirmed by management at least 48 hours in advance of planned time to bring boats or trailered boats and equipment onsite.

Lease for Berth/Dock # _____ Boat type: _____ Size: _____ Trailer size: _____

Lease for Berth/Dock # _____ Boat type: _____ Size: _____ Trailer size: _____

Your vehicle: Color: _____ Make/Model: _____ Lic # _____

Note: you will need to provide proof of ownership, proof of insurance prior to bringing vessels onsite

___ If lease is for berth or dock space only: Lease start date: _____ # of Months: _____

Name of persons included in lease: (1) _____ (2) _____

___ If Berth or dock space is requested as an add-on to existing RV site lease, so 20% discount applies, and berth or dock space will be utilized only by the persons on RV site lease, using vehicles covered in RV site # ___ lease.

What leased:	Per mo	# mo	total
Covered berth: \$8 per ft per mo: ___ ft x \$8=\$___ (20% discount if addon)			
Open berth or dock: \$7 per ft per mo: ___ ft x \$7=\$___ (20% discount if addon)			
Electrical estimated per mo: \$15 \$25 \$35 \$50 \$75 \$100			
Non-exclusive use of open dock space, used only when RV leaseholder staying Onsite, vacation use: ___ 20'/\$60 ___ 25'/\$70 ___ 30'/\$84 ___ 35'/\$98			
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Storage onsite for vehicles, boats on trailers: \$50 \$75 \$100			
Storage onsite for vehicles, boats on trailers: \$50 \$75 \$100			
Boat launch use: ___ 1 boat ___ 2 boats or pwc \$100 ___ 3 boats or pwc \$200 total for term of lease (boat launch use for boats on lease only)	-	-	
___ *Live onsite applies: add \$250 per person per month to lease cost: # persons _____			
Other request:			
Paid at beginning of lease if less than 8 month lease - or- monthly billing, add \$50 billing fee			
Total berth and storage lease			
Security deposit: \$300 \$500 \$1000 or waived if add on to RV lease			
Car tag # _____ and gate fob _____ security deposit \$150			

Security deposits of \$ _____ paid by _____ on _____

Lease: \$ _____ paid in the following manner:

___ Less than 8 month lease paid up front: \$ _____ paid by _____ on _____

___ Annual: \$ _____ paid by _____ on _____

___ Semi-annual: \$ _____ paid by _____ on _____ Date: _____ And

\$ _____ shall be due by _____

___ Monthly: \$ _____ includes \$50 processing fee

Estimated by: _____ for Leaseholder: _____ on ___/___/_____

TERMS OF ADD-ON LEASE TO PRIMARY RV SITE OR COTTAGE LEASE LEASE: COVERED BERTH, OPEN BERTH or DOCK RENTAL AGREEMENT

THIS RENTAL AGREEMENT (hereinafter "Agreement") is made for us of SHR marina facilities as specified herein for time period as noted first page of agreement.

1. Vessel Owner:

Name(s): _____

Owner's Home Address: _____

Phone #() _____ E-mail address _____

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 use and permission to berth or store its vessel described herein at the Berth or Dock specified, subject to all of the terms and provisions set forth below.

2. Vessel Description: Only the boat, PWC or other vessel listed on the attached lease summary form is included in this lease, including boats and trailers stored onsite. No substitutions of equipment on lease without prior written approval of management, to be attained prior to bringing other vessels onsite. Administrative Lease change fee may apply.

Vessel or trailer Model, color, CF #:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

3. Definitions, Payment, Uses and Terms: Marina Limited Lease:

A. Payment shall be made as specified in lease summary sheet. Mail checks to: Snug Harbor Resorts, LLC 3356 Snug Harbor Drive, Walnut Grove, CA 95690. If you wish to pay by bank transfer or debit card, contact management. You can also pay by Zell to email address sunshine@snugharbor.net but you MUST include your name and berth number in the notes when sending payment. SHR does not accept credit cards for lease or security payments. SHR prefers to limit the amount of cash accepted, but if tendered a cash receipt will be issued by management.

B. Only the specified berth, dock, storage use, launch use or general dock access use is included in this agreement. If Primary Lease expires or terminates for any reason, this Add-on Lease also expires or terminates.

C. Information Changes: Vessel Owner agrees to give Snug Harbor written notice of any change in the information provided herein, 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 herein. Note change form is available at the "leases" page linked at <http://www.snugharbor.net>. 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, and may result in Administrative lease change fee as well as additional berth or storage fees depending on the size of the vessels, trailers or other storage items.

4. Term: The term of this agreement is specified on Berth Lease Summary sheet and shall expire as stated. Any boats, trailers, PWC or other storage items on the land or in a berth shall be charged at the daily posted rate if not removed from SHR as of the date of expiration of lease.

5. Slip & Storage Fees: Vessel Owner agrees to pay SHR the Slip Fee set forth in summary sheet. A discount has been applied to the posted normal rates because Leaseholder will be utilizing the equipment under his/her/their RV or Cottage lease agreement, which describes limits and uses. This limited-use add-on agreement does not authorize anyone other than Leaseholder to utilize the equipment onsite, and does not

provide for vehicle parking space other than what is described in the primary lease. No guest use is authorized other than what is provided in the primary lease.

6. Deposits: A lease security deposit has been paid per noted on Berth Lease summary sheet. Security deposit will be returned to Leaseholder within 14 days of lease expiration so long as leaseholder removes vessels, trailers and all boating related equipment off site by end of lease, leaving no damage or trash onsite.

7. 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, and the rules as set out in the Primary RV or Cottage lease.

8. 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 by Vessel Owner 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. If Leaseholder has paid for garbage service (see lease summary sheet) then Leaseholder can dispose of his/her/their garbage into a garbage can designated for berth leaseholders. Please do not bring in garbage from off site. If Leaseholder does not want to pay for using onsite garbage receptacle, then Leaseholder must bring his/her/their garbage off site to the personal residence of Leaseholder to be disposed of. Please initial here: _____

9 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, Vessel Owner will notify the marina office in writing of such item for repair. ONLY the specified berth, slip or side tie is included in this agreement, for the specified purposes. Leaseholder agrees to pay at least 24 hours in advance the daily rate for any other berth or slip occupied by Leaseholders' boat, PWC, or other floating equipment.

10. Insurance: Vessel Owner agrees to obtain and maintain during the term of this Agreement 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.

11. IN NO CASE CAN FIREARMS, FIREWORKS, OR ILLEGAL SUBSTANCES be used or stored on Vessel

or onsite while at Snug Harbor, unless appropriately licensed and registered and in compliance with all state and federal laws. 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:

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.

11. Indemnity Limitation on Company’s Liability:

A. Injury, Loss or Damage: Terms of Primary lease apply to uses of vessels and other equipment noted in this lease.

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. Default/Termination: Default and termination per the Primary Lease applies to this lease as well.

13 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. 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.

14 Notices: Snug Harbor Resorts, LLC 3356 Snug Harbor Drive, Walnut Grove, CA 95690
email: reservations@snugharbor.net Office # 916-775-1455

BY SIGNING BELOW VESSEL OWNER ACKNOWLEDGES AND CONSENTS TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE CURRENT MARINA RULES AND HOLD HARMLESS PROVISIONS CONTAINED HERE AND IN THE PRIMARY RV SITE OR COTTAGE LEASE.

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: _____ / _____ / _____