



SEASONAL MOORING CHECKLIST

Seasonal Moorings: (Season = April 1 through October 31)

- Limited to vessels no larger than 45 feet in length
- Must have credit card on file
- Must provide photo of vessel
- Must provide copy of marine insurance
- Must provide copy of current registration or documentation
- Must provide copy of driver's license or other government issued photo ID
- Rental: \$376 per month; no pro-rations
- Available April 1 through October 31 only
- Minimum stay: 3 months (\$1128 collected in advance, credit card charged monthly thereafter)
- Maximum stay: 7 months



SEASONAL MOORING PERMIT APPLICATION

PERSONAL INFORMATION: Please Print or Type

Owner Name(s): _____
Physical Address: _____
City: _____ State: _____ Zip: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Cell phone: _____
Work Phone: _____ E-MAIL: _____

VESSEL INFORMATION:

Boat Name: _____ Length: _____ Draft: _____ Beam: _____
COMMERCIAL SAIL POWER HOMEPORT _____
CF/DOC#: _____ Make: _____ Hull color/Trim: _____
Hull Material: _____ Fuel Type: _____ Fuel Capacity: _____
Vessel is equipped with (check all that apply): VHF GPS RADAR EPIRB
Vessel Condition: Excellent Good Fair Poor
Vessel Insurance? Yes No INSURANCE CO: _____

REQUIRED: Proof of insurance and a current vessel registration or documentation.

EMERGENCY CONTACT INFORMATION:

Name: _____
Mailing address: _____
City: _____ State: _____ Zip: _____ Day Phone: _____
Cell Phone: _____ Work Phone _____ Email: _____

Please read carefully:

The undersigned as "applicant" agrees to investigate, defend, indemnify and hold harmless Port San Luis Harbor District, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the District, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any District premises under this agreement to the extent permitted by law. The applicant by signing also agrees to abide by the rules and regulations of the District as set forth in its Code of Ordinances (available at www.portsanluis.com).

I HAVE READ, UNDERSTAND AND FULLY AGREE TO THE TERMS AND CONDITIONS OF THE ATTACHED SEASONAL MOORING PERMIT:

SIGNATURE: _____ Date _____

For office use: Received by: _____ Mooring # _____
Copy of valid Drivers License Copy of current registration/documentation Date _____

PORT SAN LUIS HARBOR DISTRICT SEASONAL MOORING PERMIT

Upon execution by PORT SAN LUIS HARBOR DISTRICT, a harbor district formed pursuant to California Harbors and Navigation Code Section 6000 et seq. ("District"), and _____ ("Permittee"), the District shall rent to Permittee a Seasonal Mooring identified as mooring #_____. The vessel ("Vessel") named in the accompanying Application may occupy the seasonal mooring space ("Mooring Space"). The District reserves the right to move or reassign a mooring space at any time.

AGREEMENT

To enable the Port San Luis Harbor District ("District") to provide rental of seasonal mooring spaces in Port San Luis ("Port") at the current rates, the undersigned Permittee and Owner of the Vessel agrees as follows:

1. **FEES; PAYMENT:** Permittee agrees to pay the District a fee based on the applicable Tariff Schedule (a.k.a. Fee Schedule) established by the District. The Tariff Schedule is subject to change by the District in its discretion. Permittee shall pay the appropriate fee in advance on the 1st day of each month. Permittee understands that paying monthly in advance shall not prevent the District from reassigning the seasonal mooring space or from revoking this Permit under any District Ordinance, resolution or regulation. However, if this Permit is revoked, Permittee will receive a refund of any advance payments not yet earned by the District, less any other sums owed to the District. Permittee agrees to pay all amounts that are due to the District.
2. **TERM:** The term of this Permit will commence on or about _____, _____ and shall continue thereafter until terminated and vessel vacates the mooring, which shall be no later than October 31.
3. **COLLECTION; LIEN:** Permittee agrees that the terms of this Agreement are subject to District's Code of Ordinances regarding imposition and collection of fees. Permittee understands that Permittee's property may be subject to a lien in favor of the District to satisfy any amounts owed to the District under the Boaters Lien Law (Harbors & Navigation code Section 500-509). Under the Boaters Lien Law, the District may sell the Vessel to satisfy any overdue claim or liability.
4. **PERMISSION TO BOARD:** Permittee grants to the District and its authorized representatives permission to board Vessel at any time to attach lines or otherwise secure the Vessel if the District in its sole discretion determines that Permittee's Vessel is endangered or is endangering another craft or other property.
5. **MAINTENANCE:** It shall be the sole responsibility of District to maintain and repair the mooring assemblies and all equipment related to the mooring to ensure that, at all times, they are in a safe and workable condition and in compliance with the specifications set forth in the Ordinances and Tariff, as amended from time to time. District may from time to time inspect

the mooring assemblies and component parts. Such inspection, however, shall be solely for the District's purposes and shall not be relied upon by Permittee(s). Nothing in this paragraph shall be construed, nor shall the actions or inspections authorized herein shall be deemed, to be the District's express or implied approval of the mooring assembly or its condition, nor shall it create any maintenance or repair obligation on the part of District. In the event Permittee(s) observes deficiency in mooring assemblies and component parts that Permittee believes necessitates repair or maintenance of mooring, Permittee shall submit to District in writing a request to repair such seasonal mooring. Within ten (10) business days after written notice is received at the address written provided herein by mail or personal delivery to District, District may correct such deficiency. If correction of deficiency creates an undue financial burden on District, District shall have the right to terminate Permit. All of Permittee(s) right, and interest shall terminate and Permittee shall immediately remove vessel from mooring space

6. WARRANTIES, GUARANTEES, CONVENANT: District makes no warranty, guarantee, covenant, including, but not limited to covenants of title, or averment of any nature whatsoever concerning the condition thereof, or any condition which may affect the Mooring Space, and it is agreed that District will not be responsible for any loss, damage or costs which may be incurred by Permittee by reason of any such condition or conditions.
7. NON-TRANSFERABLE: Permittee agrees that the seasonal mooring permit is not transferable. Any attempt to transfer this Permit shall automatically terminate it.
8. REVOCAION: Permittee agrees to abide by all of the Ordinances, Regulations and Resolutions of the District as currently or hereafter enacted. Permittee understands that failure to comply with the terms of this Permit or any such Ordinance, Regulation or Resolution will give the District the right to revoke this Permit. Upon revocation of this Permit, Permittee agrees to immediately remove Vessel from the mooring space.
9. INSURANCE: The procuring of required policies of insurance shall not be construed to limit Permittee's liability thereunder, nor to fulfill the indemnification provisions and requirements of this Permit Notwithstanding said policies of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Permit or with Permittee's use or occupancy of the mooring space.

The Permittee shall purchase, maintain and keep in force during the term of this Permit at Permittee's sole cost and expense the following insurance:

A. MARINE INSURANCE PACKAGE with minimum liability coverage in the amount of \$300,000 including pollution and spill prevention coverage and endorsements. All endorsements shall clearly state policy number. Marine Insurance must cover removal of Vessel from District Property if vessel sinks or becomes unseaworthy and towing or trail.

B. PROPERTY INSURANCE for the value of the Vessel.

C. CANCELLATION

No cancellation or non-renewal of the insurance policy(ies), or reduction of coverage afforded under the policy(ies), shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the District.

D. DEDUCTIBLE AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Permittee and approved by the District before execution of Permit agreement. At the option of the District, Permittee shall either reduce or eliminate such deductibles or self-insured retentions or shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

E. FAILURE TO PROVIDE PROOF OF COVERAGE

District may direct Permittee to immediately cease all activities with respect to this Permit if it determines that Permittee fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Permit. Any expense caused due to change of insurance shall be considered Permittee's expense.

5. ASSUMPTION OF RISK; RELEASE: Permittee(s) understands and acknowledges that any ocean anchorage, including that at Port San Luis, can be dangerous and carries inherent risks to person and property. Among those risks are damage to person or property arising from or related to rock pinnacles, underwater rock formations, storms, ocean swells, ocean waves, wind, proximity to other vessels and permanent or temporary structures and the control and maintenance of other vessels and mooring assemblies by third parties. There are other risks not listed. Permittee(s) has not relied upon the District for any assessment of the inherent risks, but has independently evaluated all risks and reached a determination to and hereby does assume, to the fullest extent allowed by law, all of those risks with respect to any type of injury or damage, including death or personal injury or damage to property and releases District from any and all liability for damages from any cause whatsoever. Permittee(s) further acknowledge that their use of the mooring space is entirely voluntary and that there are other alternatives to use of the District's seasonal mooring space.

6. HOLD HARMLESS: Permittee(s), to the fullest extent allowed by law, hereby and forever waives any and all future claims against the District, its board members, employees, agents, representatives, successors and assigns, including, without limitation, claims for death, personal injury or property damage, arising from or in relation to the Permittee(s) use of the subject mooring space or the exercise of any rights granted hereunder. This waiver includes,

without limitation, death, injury or damage resulting from weather, sea conditions, swells, waves, wind, negligent acts of the District or its employees, negligent or willful acts of third parties, collision, or Acts of God. Further, Permittee(s), to the fullest extent allowed by law, shall indemnify, defend and hold harmless District, its board members, employees, agents and representatives from and against any and all claims, disputes, controversies or causes of action arising from or related to use of the subject mooring space or the exercise of rights granted hereunder including, but not limited to death, personal injury or property damage caused by Vessel to District property or third parties.

7. MISCELLANEOUS PROVISIONS:

- A. WAIVERS. District waiver of any breach by Permittee of any one or more of the covenants, conditions, or agreements of this Permit shall not be construed to be a waiver of any other breach of the same or any other covenant, condition or agreement of this Permit. District's failure to require or exact Permittee's full and complete compliance with any of the covenants, conditions, or agreements herein shall not be construed as altering the terms hereof as to prevent District from enforcing the full provisions hereof.
- B. PARTIAL INVALIDITY. If any term, covenant, condition, or provision of this Permit is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- C. NOTICES. Notice given or to be given by District or Permittee to the other may be personally served upon District or Permittee or any person hereafter authorized by either in writing to receive such notice; or may be served by certified letter addressed to the address hereinafter set forth or to such other address as District and Permittee may hereinafter designate by written notice.
- D. GOVERNING LAW AND VENUE. This Permit is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in San Luis Obispo County, California.
- E. ENTIRE UNDERSTANDING. This Permit contains the entire understanding of the parties. Permittee, by accepting the same, acknowledges that there is no written or oral understanding between the parties in respect to this Permit. No modification, amendment or alteration of this Permit shall be valid unless it is in writing and signed by both parties hereto.
- F. ATTORNEYS FEES. In the event any suit is commenced by District against Permittee to enforce the payments of any amount due or to enforce any of the terms and conditions hereof, or in case District shall commence summary action under the laws of the State of California relating to the unlawful detention of property, provided District effects a recovery, Permittee shall pay District all costs expensed in any such action, together with a reasonable attorneys' fee to be fixed by the Court.

PERMITEE HAS CAREFULLY READ THIS APPLICATION AND PERMIT AND REPRESENTS THAT THE INFORMATION SUPPLIED IN THIS APPLICATION AND PERMIT IS TRUE AND CORRECT. PERMITEE FURTHER UNDERSTANDS THAT THIS PERMIT CREATES LEGAL OBLIGATIONS TO WHICH PERMITEE IS BOUND.

ACCEPTED BY DISTRICT:

Name: _____

Signature: _____

[Address]

Date: _____

ACCEPTED BY PERMITEE(S):

Name: _____

Signature: _____

[Address]

Name: _____

Signature: _____

[Address]

Date: _____

Z: forms/permits/Seasonal mooring agreement