



TRAILER BOAT STORAGE CHECKLIST

The items below are required to secure a trailer boat storage permit and be assigned a storage space.

_____ Completed and signed Trailer Boat Storage Permit form.

_____ Copy of current vessel registration. (Maximum vessel length is 28')

_____ Copy of current trailer registration.

_____ Copy of driver's license.

_____ Quarterly prepayment (\$315) payable to PSLHD [**Note** – if you are coming into Boat Storage in the middle of a quarter, the balance of that quarter will also be collected. **Please confirm with office staff total amount due at time of submitting application.**]

Trailer boat storage is charged a monthly rate and is not prorated per day. The current rate is \$105 per month, billed quarterly. All Harbor District fees are subject to change each July, including trailer boat storage.

Upon receipt of the above documents and permit approval, you will be assigned a storage space. Vessels/trailers shall be parked within the space parameters and shall not encroach on the adjacent spaces.

Terminating your permit requires a 30-day written notification to cancel and removal of boat and trailer.

Port San Luis Harbor District Trailer Boat Storage Permit

NAME _____ SPACE _____

The undersigned boat owner "Owner(s)" hereby applies for a permit to store Owner's boat on a portion of Harbor Terrace property as described in that certain Sublease Agreement dated February 15, 2018 by and between RTA Harbor Terrace, LLC and Port San Luis Harbor District as "Boat Storage Area". This Permit is for a boat storage space only and may not be used for any other purpose, including boat repair, storage of other personal property, or storage or parking of vehicles. This agreement is on a month-to-month basis and is terminable by Owner or District and is subject to periodic modification by the District, each subject to 30 day's written notice.

Owner(s) agrees to:

- 1. Hold Harmless/Release of Liability:** Owner(s) agrees to indemnify, hold harmless, and defend (with counsel acceptable to the District) the District and it's authorized representatives (including, but not limited to, Commissioners, Harbor Managers, Employees, agents and contractors) for any and all claims, lawsuits, or allegations of loss against the District related to or arising out of this Permit for any damage or injury to themselves, other persons, their boat, personal injury or death, or to property or equipment, from whatever cause. Owner is voluntarily using District's facilities and agrees to assume all risks including but not limited to injury, death, property damage, and theft and hereby waives any claim against the District for negligence, misconduct, indemnification, or any cause whatsoever related to or arising out of the Permit. Owner bears sole responsibility for any such loss, and it shall be Owner's responsibility to maintain adequate insurance.
- 2. Permission to Board / Relocate / Remove:** District representatives are granted permission to board, relocate, or remove the boat, if unsafe conditions exist, if owner has violated the terms of this agreement, or if District policy regarding boat storage changes. Owner(s) agrees to hold the District and it's authorized representatives harmless from any injury or damage which may result from this. Owner's permit may be revoked for noncompliance with the District Code of Ordinances or the terms of this agreement.
- 3. Conditions:**
 - Owner(s) agrees to maintain the space in good condition. If corrections are necessary, they must be made within 15 days of notice, or the permit may be terminated at District's sole option.
 - Owner(s) agrees to access the storage facility between the hours of 6:00 am and 6:00 pm only and to use all reasonable efforts to minimize disturbance to the campers, day use, and overnight guests staying at Flying Flags Avila Beach.
 - Owner(s) further agrees to follow all directional signage and to access the facility via the northwestern entrance drive parallel to Diablo Canyon Road.
 - Boat Storage is limited to vessels 28' in length or less.
 - Spaces shall not be subleased and are not transferable.
 - Vessels shall be currently registered and have current registration tags displayed.
 - Trailers must be currently registered and have current registration tags displayed.
 - Trailers must be maintained in good working condition and be able to be moved.

- Spaces shall only be occupied by one vessel/trailer with no other debris/gear in the space.
- Camping/sleeping on boats in boat storage is prohibited.
- Failure of owner(s) to occupy space shall not relieve them of their obligation of payment.
- No personal property, gear, or equipment may be stored outside of the space designated to Owner.
- In any action or legal proceeding to enforce any part of this agreement, the prevailing party shall recover reasonable attorney fees and court costs.

NOTICE: In accordance with it's responsibility under California Revenue and Taxation Code Section 107.6, the District advises owner(s) that by accepting this permit, they may be creating a property interest subject to taxation by the County of San Luis Obispo.

Owner(s) has read and agrees to abide by the above provisions and understands that, even though his or her boat is stored in a locked yard on District property, the District is not liable for lost, stolen, or damaged property. Owner(s) is advised to secure their boat and to remove valuable equipment. It is the owner's responsibility to provide the District with 30 days written notice to cancel this permit. CHARGES WILL CONTINUE TO ACCRUE UNTIL SUCH NOTICE IS RECEIVED AND BOTH VESSEL AND TRAILER ARE REMOVED. _____ (initial)

This document constitutes the entire agreement between the parties, and no promise or representations, other than those contained herein and those implied by law, have been made by the District.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS, AND ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT ENTERED INTO WITH THE PORT SAN LUIS HARBOR DISTRICT.

Owner(s) Signature

Date

Print Name

Billing Address

City

State

Zip

Cell Phone

Email Address

Boat Name

Make

Length

Boat CF Number

Trailer Registration Number (License Plate)

Billing preference _____ U.S. Mail or _____ email.

For office use only

Approved by District Rep. _____

Signature

Payment received _____

Amount

Effective Date of Charges _____

Space # _____