



PETALUMA MARINA KAYAK RACK RENTAL AGREEMENT

THIS LEASE IS EXECUTED ON _____ BY AND BETWEEN CITY OF PETALUMA, 781 BAYWOOD DRIVE, PETALUMA, CA (OWNER), PHONE 707.778.4489 AND _____ (OCCUPANT) WHOSE ADDRESS AND ALTERNATE INFORMATION IS AS FOLLOWS:

OCCUPANT:

ALTERNATE:

Occupant Address

Alternate Contact Name

Occupant City/State/Zip

USPS Alternate Address

Occupant Telephone Number

Alternate Phone Number

Occupant Driver's License

Alternate Contact Name

Occupant Email Address

TERMS:

Quarterly Monthly Rate: \$105.00 _____

Prorated Rate: _____

Key Deposit \$30.00 _____

Dock II - Key #: _____

Rack Space #: _____

NOTE: VACATING TENANTS WITH UNPAID BALANCES OF MONIES OWED ARE REPORTED TO COLLECTION AGENCY

Occupant acknowledges that the above information is correct, that all payments are due before the close of business on the day indicated to be applied to the oldest delinquency first, including fees which may have accrued since the last payment was received, and that he understands and agrees to pay the fees and rent as noted above.

It is agreed by and between Owner and Occupant:

1. **PURPOSE AND DESCRIPTION OF PREMISES.** The parties have entered into this Rental Agreement for the purpose of leasing or renting certain space as herein described and with the express understanding and agreement that **the OWNER is not a bailee or warehouseman for OCCUPANT'S stored property and safekeeping is not intended or created hereunder.** Owner leases to Occupant and Occupant leases from Owner the above-noted space (hereinafter the "Premises") located at the above-referenced address of Owner and included in a larger facility as such address containing similar leased real property and common areas for the use of Occupant and other occupants (the entire facility is hereinafter referred to as the "Property"). **Occupant has examined the Premises and the Property and acknowledges and agrees that the Premises and the common areas of the Property are satisfactory for all purposes for which Occupant shall use the Premises or the common areas of the Property.** Occupant shall have access to the Premises and the common areas of the Property only during such hours and days as are regularly posted at the Property.
2. **TERM AND RENT.** The term of this Rental Agreement shall commence as of the date written above and shall continue on a Quarterly occupancy until terminated. Occupant shall pay to Owner as a Quarterly rent, without deduction, prior notice, demand or billing statement, the sum noted above in advance on the first day of the quarter. Occupant understands and agrees that under no circumstances will Occupant be entitled to a refund of the first rent paid upon execution of the Rental Agreement, and, thereafter, if this Rental Agreement terminates other than on the last day of the rental period, Occupant shall not be entitled to a refund of a pro rata portion of the rent for the quarter in which the termination occurred. **SPACES ARE RENTED BY THE QUARTER, THERE ARE NO RENT REFUNDS.** The quarterly rent and/or other fees as noted above may be adjusted by Owner effective the quarter for which the adjustment shall be effective. Any such adjustment in the quarter rent or other fees shall not otherwise affect the terms of this Rental Agreement and all other parts of this Rental Agreement shall remain in full force and effect.
3. **USE OF PREMISES AND PROPERTY AND COMPLIANCE WITH LAW.** Occupant shall store only personal property that belongs to Occupant. Because the value of the personal property may be difficult or impossible to ascertain, **Occupant agrees that under no circumstances will the aggregate value of all personal property stored in the Premises exceed, or be deemed to exceed, \$5,000.00. Occupant shall not permit any Hazardous Material (as defined below) to be stored in the Premises or the Property** or store any improperly packaged food or perishable goods, flammable materials, explosives or other inherently dangerous material, in the Premises or the Property. Occupant shall not store any personal property on the Premises which would result in the violation of any law or regulation of any governmental authority, including without limitation, all laws and regulations relating to Hazardous Materials, waste disposal and other environmental matters, and occupant shall comply with all laws, rules, regulations and ordinances of any and all governmental authorities concerning the Premises and its use. For purpose of this Rental Agreement, "Hazardous Materials" shall include but not be limited to any hazardous or toxic chemical, gas, liquid,

substance, material or waste that is or becomes regulated under any applicable local, state or federal law or regulation. Occupant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to other occupants in the Property owner perform any welding in the Property. Occupant acknowledges and agrees that the Premises and the Property are not suitable for storage of heirlooms or precious, invaluable or irreplaceable property such as (but not limited to) books, records, writing, works of art, objects for which no immediate resale market exists, objects which are claimed to have a special or emotional value to Occupant and records or receipts relating to the stored goods. Occupant agrees that the value of any such items shall not exceed for any purpose the salvage value of the raw materials of which the item is constituted. Occupant acknowledges that the Premises may be used for the storage only, and that use of the Premises for the conduct of a business or for human or animal habitation is specifically prohibited. Upon termination of this Rental Agreement, Occupant shall remove all Occupant's personal property from the Premises unless such property is subject to Owner's lien rights as referenced in paragraph 6 had shall immediately deliver possession of the Premises to Owner in the same condition as delivered to Occupant on the commencement date of this Rental Agreement, reasonable wear and tear excepted. Occupant acknowledges that he has read and understands the provisions of this paragraph and agrees to comply with its requirements.

4. **INSURANCE. All personal property is stored by occupant at occupant's sole risk. Insurance is occupant's sole responsibility. Occupant understands that owner will not insure occupant's personal property.** To the extent that Occupant does not obtain insurance coverage for the full value of Occupant's personal property stored in or on the Premises, Occupant agrees Occupant will personally assume all risk for loss, including, but not limited to terrorism, burglary, mysterious disappearance, fire, water damage, mold, mildew, yeast, vandalism, rodents, vermin, and acts of God. **Owner and Owner's Agents, affiliates, authorized representatives and employees ("Owner's Agent") will not be responsible for, and Occupant hereby releases Owner and Owner's Agents from any responsibility for, any loss, liability, claim, expense, damage to property or injury to persons ("loss") (including without limitation any loss arising from the active or passive acts, omission or negligence of Owner or Owner's Agents) (the "Released Claims").** Occupant waives any rights of recovery against Owner or Owner's Agents for the Released Claims, and Occupant expressly agrees that the carrier of any insurance obtained by Occupant shall not be subrogated to any claim of Occupant against Owner or Owner's Agents. The provisions of this paragraph will not limit the rights of Owner and Owner's Agents under paragraph 5. Occupant acknowledges that he understands the provisions of this paragraph and agrees to these provisions and that insurance is Occupant's sole responsibility.
5. **LIMITATION OF OWNER'S LIABILITY; INDEMNITY.** Owner and Owner's Agents will have no responsibility to Occupant or to any other person for any loss, liability, claim, expense, damage to property or injury to persons ("Loss") from any cause, including without limitation, Owner's and Owner's Agents' active or passive acts, omissions, negligence or conversion, unless the Loss is directly caused by Owner's fraud, willful injury or willful violation of law. Occupant shall indemnify and hold Owner and Owner's Agents harmless from any loss incurred by Owner and Owner's Agents in any way arising out of Occupant's use of the Premises or the

Property. **Occupant agrees that Owner's and Owner's Agents' total responsibility for any Loss from any cause whatsoever will not exceed a total of \$5,000.00** Occupant acknowledges that he understands and agrees to the provisions of the paragraph.

6. **OWNER'S LIEN.** If rent or other charges due under this rental agreement are delinquent 14 days after due date, owner may terminate occupant's right to use of the premises. As authorized in chapter 10 of division 8 of the California business and professions code (commencing with section 21700), owner may then send occupant a preliminary lien notice. Occupant's personal property in or on the premises will be subject to a claim of lien in favor of owner and may be sold by owner to satisfy the lien if the rent or other charges due remain and are not paid within 14 days after the mailing of the preliminary lien notice.
7. **TERMINATION AND DEFAULT.** Owner may terminate this Rental Agreement at the expiration of any term by giving written notice to Occupant by certified or registered mail not less than seven (7) days before expiration of the term, or two (2) days if Occupant is in default under the Rental Agreement. Occupant may terminate this Rental Agreement at any time under applicable law or this Rental Agreement. Owner's decision to pursue one remedy, either directly or through legal process, reenter the Occupant's unit and remove all property there from without being deemed guilty in any manner of trespassing or conversion. This Agreement shall automatically terminate if Occupant abandons space. Occupant shall have abandoned the space if Occupant has removed the contents of the space, and/or has removed Occupant's locking device from the space and IS NOT current in all obligations hereunder. Rent paid for quarter in which Occupant moves out early shall not be refunded.
8. **CHANGE OF ADDRESS AND NOTICES.** In the event Occupant shall change occupant's address or alternate name and address as set forth on the Rental Agreement, Occupant shall give Owner written notice signed by Occupant of any such change within ten (10) days of the change, specifying Occupant's current address and alternate name, address and telephone numbers. Changes of addresses telephone numbers cannot be effected through the listing of such information on return envelopes or checks. Except as otherwise expressly provided in the Rental Agreement or by law, and written notices or demands required or permitted to be given under the terms of this Rental Agreement may be personally served or may be served by first class mail deposited in the United States mail with postage thereon fully prepaid and addressed to the party at the address provided for in this Rental Agreement. Service of any such notice or demand shall be deemed complete on the date of deposit with postage thereon in the United States mail or upon delivery, if personally delivered.
9. **RULES AND REGULATIONS.** The rules and regulations posted in a conspicuous place at the Property and Marina Rules & Regulations are made a part of this Rental Agreement and Occupant shall comply at all times with such rules and regulations. Owner shall have the right from time to time to promulgate amendments to the rules and regulations. Upon the posting of any such amendments or additions in a conspicuous place at the Property, they shall become a part of this Rental Agreement.

10. **MISCELLANEOUS.**

- (a) Occupant shall provide, at Occupant's own expense, a lock for the Premises which Occupant deems sufficient to secure the Premises. Occupant shall not provide a key and/or combination to Occupant's lock to Owner or Owner's Agent.
- (b) Occupant shall not make or allow any alterations without the prior written consent of Owner.
- (c) Occupant hereby authorizes Owner to release any information regarding Occupant as may be required by law or requested by governmental authorities or agencies, law enforcement agencies, or courts, or others for marketing and similar purposes.
- (d) Occupant shall not assign or sublease the Premises. Owner may assign or transfer this Rental Agreement without the consent of Occupant and, after such assignment or transfer; Owner shall be released from all obligations under this Rental Agreement occurring after such assignment or transfer. All of the provisions of this Rental Agreement shall apply to, and be obligatory upon the heirs, executors, administrators, representatives, successors and assigns of all the parties hereto.
- (e) Time is of the essence.
- (f) Marina Rules and Regulations apply.
- (g) This Rental Agreement shall be governed and construed in accordance with the laws of the State of California. If any provision of this Rental Agreement shall be invalid or prohibited under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Rental Agreement.

11. **OCCUPANT'S LIABILITY.** In the event of a foreclosure, it is understood and agreed that the liability of Occupant for the rents, charges, cost and expenses provided for in this rental agreement shall not be relinquished, diminished or extinguished prior to payment in full. If any property remains unsold after foreclosure and sale, owner may dispose of said property in any manner considered appropriate by Owner. Occupant hereby waives and renounces its right to the benefit of any constitutional or statutory exemptions as to its property in the space.

12. **WAIVER OF JURY TRIAL.** Owner and Occupant waive their respective rights to trial by jury of any cause of action, claim, counterclaim, or cross complaint brought by either Owner against Occupant or Occupant against Owner on any matter arising out of or in any way connected with this Rental Agreement. Occupant's use or occupancy of the storage space, or any claim of bodily injury or property damage or the enforcement of any remedy under any law, statute, or regulation.

13. **CHANGES.** All terms of this Agreement, including but without limitation, quarterly rental rate, conditions of occupancy and other charges, are subject to change upon thirty (30) days prior written notice to Occupant. If changed, the Occupant may terminate this Agreement on the effective date of the change by giving

Owner ten (10) days prior written notice to terminate after receiving notice of the change. If the occupant does not give such notice, the change shall become effective and apply to his occupancy.

14. **SUCCESSION.** This Agreement is binding upon the parties, their heirs, successors, personal representatives and assigns.
15. **NO WARRANTIES; ENTIRE AGREEMENT.** Owner hereby disclaims any implied or express warranties, guarantees or representations of this nature, condition, safety or security of the Premises and the Property and Occupant hereby acknowledges, as provided in paragraph 1 above, that Occupant has inspected the Premises and the Property and hereby acknowledges and agrees that Owner does not represent or guarantee the safety or security of the Premises or the Property or of any personal property stored therein, and this Rental Agreement does not create any contractual obligation for Owner to increase or maintain such safety or security. This Rental Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understanding with respect thereto. With the exception of number 10 (f) Marina Rules and Regulations, and posted rules and regulations as noted in Paragraph 11, there are no representations, warranties, or agreements by or between the parties which are not fully set forth herein and no representative of Owner or Owner's Agent is authorized to make any representations,, warranties, or agreements other than as expressly set forth herein. This Rental Agreement may only be amended by a writing signed by the parties. However, owner can change the terms of this agreement pursuant to paragraph number 15 of this lease.

Owner and Occupant agrees that all such provisions constitute a material part of this Rental Agreement and are hereby incorporated by reference.

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

Quarterly Monthly Rate: \$105.00

Prorated Rate: _____

Key Deposit \$30.00

Dock II – Key #: _____

Rack Space #: _____

Boat Owner:

Signature

Date

Print Name

Dan Cohen, Marina Manager

Date