

**MARINA WHARFAGE LICENSE AGREEMENT
FOR
PETALUMA MARINA**

This Petaluma Marina Wharfage License Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the City of Petaluma, hereinafter referred to as “City” and _____, hereinafter referred to as “Licensee.”

WHEREAS, City owns certain real property and improvements thereon adjacent to the Petaluma River making up part of the facilities known as the Petaluma Marina (“Marina”), which real property is commonly referred to as 0 Marina Avenue, Petaluma California, and depicted and identified as APN 005-060-072 on **Exhibit A** which is attached to and made a part of this Agreement; and

WHEREAS, the State of California owns certain real property and improvements thereon adjacent to the Petaluma River and making up the bulk of the real property comprising the Marina, which real property is commonly referred to as 781 Baywood Drive, Petaluma, California, and depicted and identified as APN 005-060-059 on **Exhibit A**; and

WHEREAS, the State of California, acting by and through the State Lands Commission (“Commission”), has leased 781 Baywood Drive to the City pursuant to Lease no. PRC 7235.1 (“Lease”) approved by Ordinance no. 2617 N.C.S. adopted June 19, 2017 and effective July 19, 2017, which Lease is incorporated into and made a part of this Agreement by this reference; and

WHEREAS, City deems it advantageous to Marina operations to license to Licensee a certain Marina mooring berth (“Berth”) described herein, together with certain rights and interest therein;

WHEREAS, Licensee desires to moor and store at the Marina a vessel owned or leased by Licensee and used for purposes of navigating the Petaluma River and other waters of the United States and other water bodies, as further described herein;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. Licensee Information. The Licensee shall fully complete **Exhibit C**, “Petaluma Marina Wharfage Licensee Fact Sheet,” a copy of which is attached hereto and incorporated herein by reference.

2. Grant of Premises License. City licenses to Licensee and Licensee accepts from City, in accordance with the terms of this Agreement, the right to use the Berth specified in **Exhibit C** (the “Licensed Premises”), solely for the permitted uses as defined in provision 8 of this Agreement. The parties may mutually agree to relocate Licensee to another Berth (“the Substituted Licensed Premises”) by completing and executing a Substitution of Licensed Premises form prepared by City. The Substitution of Licensed Premises form, when executed by City and Licensee, shall be attached to this Agreement and shall constitute an amendment to this Agreement.

3. Additional Marina Amenities. In addition to the right to use the Licensed Premises for the uses permitted under this Agreement, the license granted to Licensee includes the right to use additional Marina amenities, as follows, subject to and in accordance with all applicable Marina Rules:
 - a. Licensee is authorized to use the restroom located at the Marina and provided exclusively for the use of Marina berth licensees.
 - b. Licensee is authorized to access the Licensed Premises via the locked gates maintained at the Marina using a key provided to each berth licensee. The Marina key is provided subject to a \$30 deposit. Replacement Marina keys are issued subject to a new \$30 deposit. Upon termination or expiration of this Agreement, and upon return of Licensee’s Marina key, the deposit submitted for that key will be returned, without interest. City reserves the right to change the key deposit, and licensee will be notified by the City as to the new key deposit amount as may be required by the City.
 - c. Licensee is authorized to use the Marina gangways to access the Licensed Premises.
 - d. Licensee is authorized to use the Marina launching ramp to launch and retrieve the vessel described in Exhibit C.
 - e. Licensee is authorized to use the Marina fuel dock and pump to fuel the vessel described in Exhibit C.
 - f. If one is available, Licensee may use one of the dock boxes provided in the Marina during the term of this Agreement; provided, however, that dock boxes are not assigned, and are available on a first come, first served basis. Licensee is not guaranteed the use of a dock box. If a dock box is available for Licensee’s use, Licensee may lock the box. Licensee must provide the City a key to any locked dock box used by Licensee so that City can access the box to maintain Marina safety in accordance with the City rights of access specified in this Agreement. City may treat Licensee’s use of a lock to secure a dock box for which the City does not have a key as a material breach of this Agreement subject to termination for cause. In addition to other remedies of the City for use of a lock for which the City does not have a key, the City may remove or have such locks removed without notice to the Licensee and at Licensee’s expense. The City may deduct the cost of lock removal not paid by the Licensee from the security deposit

or other funds payable to the Licensee pursuant to this Agreement. Storing hazardous materials as defined in the Lease in dock boxes is prohibited. Upon termination or expiration of this Agreement or removal of Licensee's vessel from the Licensed Premises, any dock box used by Licensee must be emptied and the lock removed.

- g. If the Licensed Premises includes water and/or electrical hook ups, Licensee is authorized to use them, subject to and in accordance with Exhibit C, and subject to payment of all applicable utility fees and charges.
4. No Grant of Property Interest. Licensee understands and agrees that the rights conveyed under this Agreement are solely license rights, and said license rights are personal to Licensee. Licensee further understands and agrees that this Agreement does not convey any real property interest, such as a leasehold, easement or estate, in the Licensed Premises.
5. License Term. The term of this Agreement shall be:
- a. [] if a liveaboard berth, month to month, up to one (1) year, commencing on ____, 20__ and expiring on ____, 20__. No less than sixty days prior to expiration of liveaboard license, Licensee may contact City in writing to extend liveaboard agreement for an additional year term, at discretion of City.
- b. [] if a non-liveaboard berth, month-to-month
6. License Payments. License payments shall be the sum specified in **Exhibit C** per month, payable in advance on the first day of each and every month this Agreement remains in effect. Licensee shall pay the first month's License Payment to City upon execution of this Agreement. License Payments shall be made payable to the City of Petaluma at Post Office Box 61, Petaluma, California 94953. City may periodically increase or modify the License Payment upon notice of the amount and effective date of the new License Payment amount, which notice shall be provided to Licensee at least thirty (30) days in advance of the new License Payment effective date and in accordance with applicable law. License Payments shall be deemed delinquent if not received by City within ten (10) days of the first of each month. Upon delinquency, the License Payment due will automatically increase by an additional 10 percent as liquidated damages for each month or portion of a month that the License Payment is delinquent. If the full amount of delinquent License Payments, including all liquidated damages, are not brought current within thirty (30) days of the day License Payments under the Agreement first became delinquent, the City may, in addition to other remedies available to the City, on notice to the Licensee: take immediate action for collection, refer and/or assign the delinquent License Payments to a collection agency, commence a small claims or other action to recover delinquent License Payments, terminate this Agreement for cause in accordance with provision 9(b), below, and/or deduct unpaid License Payments from the Security Deposit in accordance with provision 7 below. Licensee agrees that City's costs incurred

to recover delinquent License Payments, including, but not limited to, reasonable attorneys' fees and the cost of staff time, will be added to the License Payment then due and recoverable by City as liquidated damages.

7. Security Deposit. Licensee shall post a security deposit with City in an amount equal to one months' License Payments at the time of execution of this Agreement. Licensee shall return the Licensed Premises to City at the expiration or termination of this Agreement in the same condition as at the beginning of the Agreement term, normal wear and tear excepted. In the event repairs are necessary to restore the Licensed Premises to the same condition as at the beginning of the Agreement term, normal wear and tear excepted, City may deduct any and all repair costs, including, but not limited to, staff time or administration costs, from the security deposit. The City shall not be required to consider the security deposit as payment of first and last month's license payment, but City may at its sole option, deduct any unpaid License Payments from the security deposit, either prior to or after deduction of any amounts needed for repairs. Any security deposit balance remaining after all repair costs and/or other deductions permitted under this Agreement shall be refunded to Licensee following the expiration or termination of this Agreement. No interest will be payable on the security deposit. If the security deposit balance is insufficient to cover the cost of repairing the Licensed Premises and/or unpaid License Payments pursuant to this provision, Licensee shall promptly remit to the City the repair costs and/or License Payments in excess of the security deposit upon receipt of the City's invoice for such costs and/or payments.

8. Permitted Use.

a. Non-live aboard use. Permitted use of the Licensed Premises pursuant to this Agreement is limited to storage of the vessel described in **Exhibit C** in which Licensee has an ownership or lease interest, as documented in **Exhibit C**. No other use by Licensee, including, but not limited to, business, trade, professional or commercial operations, or use of the Licensed Premises by the general public or persons other than the Licensee, except in conjunction with Licensee's permitted use, or storage of a vessel other than the vessel described in **Exhibit C** may be conducted on the Licensed Premises. Applying or removing bottom paint, and engine or hull washing of the vessel described in Exhibit C are prohibited and non-permitted uses of the Licensed Premises.

Live-aboard use. In accordance with Section 6(E) of the Lease Special Provisions and Section 5(g) of the Lease General Provisions, unless this Agreement expressly provides otherwise, Live-aboard use is prohibited as a non-permitted use. Live-aboard use is defined for purposes of this Agreement and pursuant to the Lease General Provisions as use of the vessel described in Exhibit B as a home or place of lodging. The only live-aboard use that may be permitted pursuant this Agreement is occupancy and use of the navigable vessel described in Exhibit C by Licensee at the Licensed Premises for the purpose of providing

24-hour Marina security, and only if this Agreement expressly so provides. Even if this Agreement expressly permits live-aboard use, Licensee's vessel described in Exhibit C is required to leave the Licensed Premises, at least once for a minimum of six hours, each 90-day period. This Agreement

does

does not authorize live-aboard use.

- b. Non-permitted use a breach. The City may treat any use of the Licensed Premises by Licensee that is not a permitted use as a material breach of this Agreement subject to termination for cause in accordance with provision 11(b). Licensee may display for-sale signs on the Licensed Premises for the sale of Licensee's vessel stored in the Licensed Premises in accordance with this Agreement, and such display shall be a permitted use, so long as such display is in accordance with all applicable laws, rules, and regulations, including, but not limited to, the requirements of the Petaluma Municipal Code and the Petaluma Implementing Zoning Ordinance governing signs.
9. Vessel Requirements. In accordance with Section 14 of the Lease Special Provisions, the following requirements apply to Licensee's vessel stored at the Licensed Premises:
 - a. Licensee must maintain the vessel described in Exhibit C in a safe operating condition.
 - b. The engine(s) in the vessel described in Exhibit C must comply with all applicable pollution control measures and Licensee shall exercise Licensee's best efforts to reduce air and water pollution.
 10. Additional Requirements. Licensee shall at all times comply with Petaluma Municipal Code Chapter 13.24. This Agreement is subject to and Licensee shall at all times comply with all applicable provisions of the Lease, including the Best Management Practices for Guest Dock Users and Boaters, a copy of which is attached as **Exhibit D** to this Agreement. Licensee shall also at all times comply with the most current version of the Petaluma Marina & Turning Basin Rules and Regulations ("Marina Rules") as amended from time to time. The most current version maybe found online at <http://cityofpetaluma.net/pubworks/pdf/MarinaTurningBasinRulesRegs.pdf> or in the Boathouse. The Marina Rules as amended from to time are hereby incorporated into this Agreement by reference.
 11. Termination. This Agreement may be terminated as follows:
 - a. For convenience by either party by giving the other party thirty (30) days' written notice of such termination by certified or registered mail or by personal delivery, in accordance with applicable law. Any such notices should be sent to City at City Hall, City of Petaluma, Office of the City Manager, Post Office Box 61, Petaluma, California 94953. In the event of termination for convenience by Licensee, City will refund to Licensee the pro-rata share of any License Payment

amounts already received for periods after the termination effective date, provided that 30 days' written notice is given as required by this subparagraph, and any remaining security deposit balance, less any applicable deductions pursuant to this Agreement.

- b. For cause by either party on not less than seven (7) days' written notice to the other party for any failure to comply with any of the terms of this Agreement, in accordance with applicable law. The party giving notice of termination for cause may, in its discretion, allow the other party a reasonable period, specified in the notice, in which to cure that party's failure to comply with this Agreement. In the event of termination for cause, subject to applicable law, Licensee will remain responsible for License Payments due or accrued prior to the termination date, and shall be entitled to return of any security deposit balance remaining following deductions pursuant to this Agreement.
 - c. Licensee shall remove its vessel from the Licensed Premises by the date termination of this Agreement takes effect. Beginning on the thirty-first (31st) day following notice of termination for convenience under paragraph (a), or beginning on the second (2nd) day following notice of termination for cause under paragraph (b), Licensee shall cease using the Berth to store the vessel described in Exhibit C, and/or entering the Marina except for the purpose of removing the vessel. Licensee shall, at its sole expense, restore and/or repair any damage or modification to the Licensed Premises caused by Licensee. This obligation of Licensee shall survive expiration or termination of this Agreement.
12. Assignment, Sublicensing or Delegation. Licensee may not assign or sublicense Licensee's rights under this Agreement or delegate any of Licensee's obligations under this Agreement without the prior written consent of City, and any purported assignment, sublicense, or delegation without prior written City consent will be void. City may treat any such purported assignment, sublicense or delegation as a material breach of this Agreement subject to termination for cause.
13. No Warranties. The City expressly disclaims any warranty of fitness of the Licensed Premises for the use intended by Licensee and expressly disclaims any warranty of merchantability. Licensee acknowledges that Licensee has had ample opportunity to inspect the Licensed Premises, and has performed such inspection as Licensee deems necessary, such that Licensee accepts the Licensed Premises in an as-is condition, with all faults, and without any warranty whatsoever, express or implied. Licensee relies entirely on its own judgment, inspection and evaluation, and not on any inspection, test or representation by the City whether oral, written, or implied, as to the condition of the Licensed Premises in any respect, including, but not limited to, their merchantability and/or their fitness for any use.
14. Alteration of Premises. Licensee may not make any alterations, install any fixtures, or make any additions or improvements to the Licensed Premises without the prior written

consent of the City. Licensee shall be responsible for obtaining all required permits, including but not limited to building permits, prior to commencing work on any alterations authorized by the City pursuant to this provision. Any City-authorized alterations, fixtures, additions or improvements pursuant to this provision shall be the property of the City, and may not be altered or removed without the City's prior written consent. The City may require the Licensee to remove, at Licensee's sole expense, any unauthorized alterations, fixtures, additions or improvements, and/or require the Licensee to restore the Licensed Premises to its condition prior to the commencement of the License term and the unauthorized alterations, normal wear and tear excepted. If the City directs the Licensee to remove unauthorized alterations and/or to restore the Licensed Premises pursuant to this provision, and Licensee fails to do so within any reasonable period established by the City for such removal and/or restoration, the City may remove such alterations and/or restore the Licensed Premises or have such alterations removed and the Licensed Premises restored. The City may treat any failure of Licensee to comply with the requirements of this provision as a material breach of this Agreement subject to termination for cause in accordance with provision 11(b).

15. Right of Entry. To the maximum extent provided by law, City shall have the right to enter the Licensed Premises, and Licensee's vessel, at all reasonable times, for purposes of inspection, to ensure compliance with this Agreement and provide for Marina safety. City shall endeavor to provide the Licensee advance notice of inspections and to permit Licensee to be present during inspections.
16. Permanent Removal of Vessel. Licensee shall notify the Marina manager in writing within five (5) days of permanent removal of his or her vessel from the Licensed Premises. Upon receipt of such notice, in the absence of notice of Licensee's intent to add a new vessel to Exhibit C, City may terminate this Agreement in accordance with provision 11(b). Licensee may not store any vessel not listed in Exhibit C on the Licensed Premises. Prior to storing a new vessel on the Licensed Premises, Licensee shall notify the Marina manager in writing, provide registration and confirmation of Licensee's ownership or lease interest in the vessel, and evidence of all insurance required under this Agreement for such vessel. Upon approval by the City of such required information, Exhibit C shall be modified to reflect that Licensee is authorized to store such vessel on the Licensed Premises.
17. Possession of Vessel. Licensee covenants and agrees that Licensee will maintain possession and control of the vessel specified in Exhibit C in accordance with the terms of this Agreement while such vessel is located at the Marina. The parties agree that City is not responsible for, and that the City, on behalf of its officials, officers, employees, agents and volunteers disclaims, all liability related to the use, berthing, possession or control of Licensee's vessel. The vessel specified in Exhibit C shall be the sole and exclusive responsibility of the Licensee at all times.

18. Government Regulations. Licensee shall comply with all statutes, ordinances and regulations of any federal, state, county and municipal authorities presently in effect, or which hereafter may become effective, pertaining to the use of the Licensed Premises, and/or the Marina pursuant to this Agreement. City may treat Licensee's failure to comply with such statutes, ordinances and regulations as a material breach of this Agreement subject to termination for cause in accordance with provision 11(b).
19. Indemnification. To the maximum extent permitted by law, Licensee shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("**Indemnitees**") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "**Liability**") of every nature, whether actual, alleged or threatened, arising out of or in connection with Licensee's use of the Licensed Premises, the Additional Marina Amenities, and/or use of vessel described in Exhibit B, including, but not limited to, Licensee's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

Licensee's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of Licensee's inability to evaluate Liability, or because Licensee evaluates Liability and determines that Licensee is not or may not be liable. Licensee must respond within 30 calendar days to any tender of defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. In the event that the City must file responsive documents in a matter tendered to Licensee prior to Licensee's acceptance of tender, Licensee agrees to fully reimburse all costs, including but not limited to attorneys' fees and costs and fees of litigation, incurred by the City in filing such responsive documents. This section shall survive termination of the Agreement for as long as permitted by law.

Licensee waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of Licensee arising out of or in connection with Licensee's use of the Licensed Premises and Licensee's failure to comply with any of the terms of this License Agreement.

20. Insurance. Licensee shall procure and maintain in effect for the duration of this Agreement insurance in accordance with this provision and Exhibit B ___ which is attached to and made a part of this Agreement. Exhibit B ___ sets forth the minimum kinds and amounts of insurance that Licensee must maintain pursuant to this Agreement, as well as required endorsements and other requirements. Insurance required pursuant to this provision and Exhibit B ___ may be modified in the sole discretion of the City's Risk Manager or City Manager. Any such approved insurance modifications will be by written

amendment to this Agreement in accordance with provision 22. City may treat failure of the Licensee to maintain in effect for the duration of this Agreement insurance in accordance with this provision and Exhibit B as a material breach of this Agreement subject to termination for cause in accordance with provision 11(b).

21. Statutory Notice of Possessory Interest Tax. Licensee is advised that under California Revenue and Taxation Code Section 107.6, execution of this Agreement may create a possessory interest in Licensee subject to property taxation. Licensee hereby agrees that if such possessory interest is created and is subject to property taxation, Licensee shall be solely responsible for the payment of said property taxes levied on any such interest.
22. Amendment. This Agreement may be amended only by a written instrument executed by authorized representatives of each party.
23. Construction. The parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
24. Governing Law; Venue. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
25. Non-Waiver. The failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision, and the provision shall remain in full force and effect.
26. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
27. No Third Party Beneficiaries. The parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
28. Headings. The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
29. Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Licensee shall survive the expiration or termination of this Agreement.
30. Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, oral or written, between the parties concerning the subject matter of this Agreement.

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

CITY

LICENSEE

City Manager

Signature

ATTEST:

Printed Name

City Clerk

Address

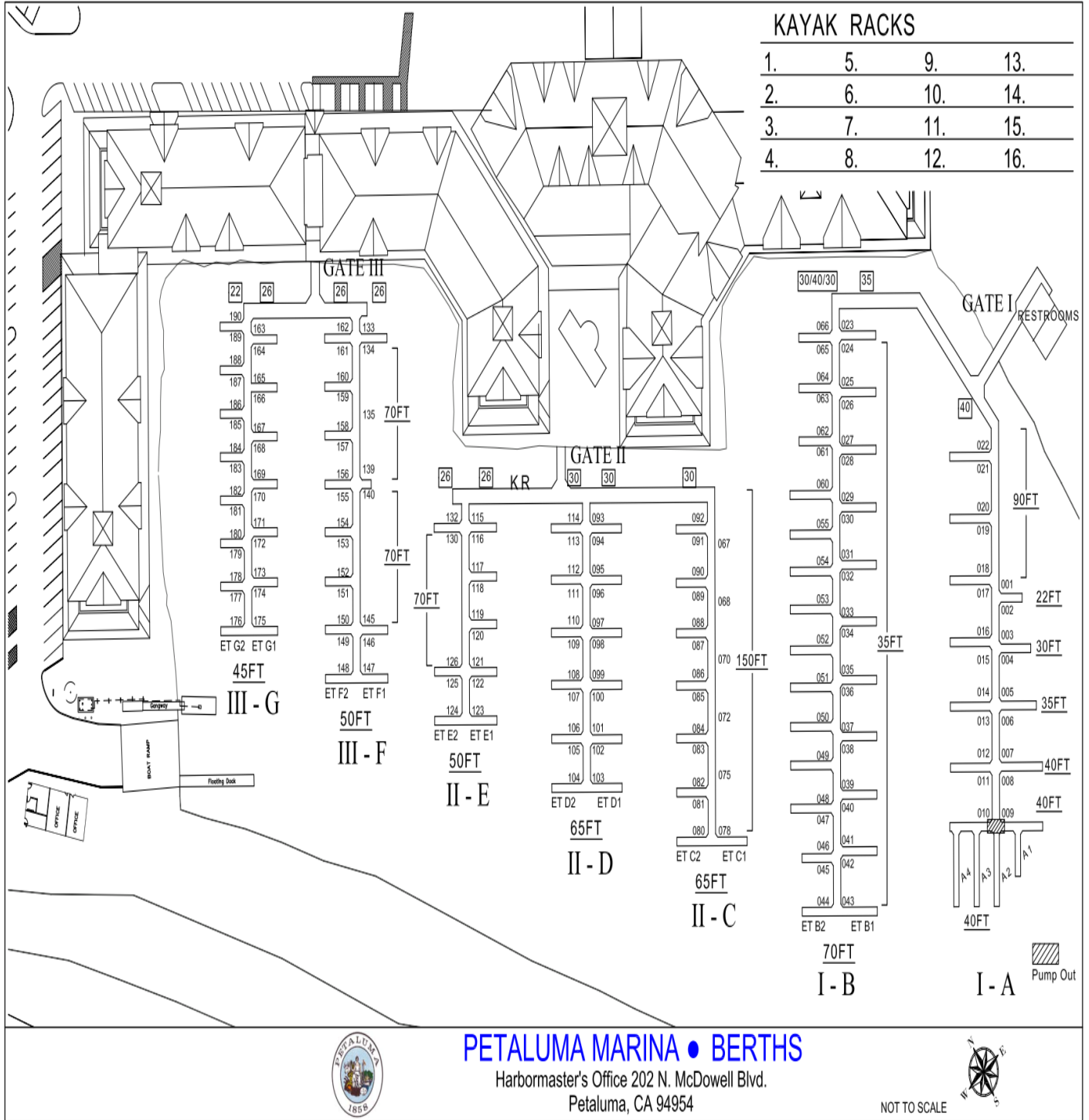
APPROVED AS TO FORM:

City State Zip

City Attorney

file name:

EXHIBIT A
MARINA WHARFAGE LICENSE AGREEMENT LAND MAP
FOR
PETALUMA MARINA



PETALUMA MARINA • BERTHS

Harbormaster's Office 202 N. McDowell Blvd.
 Petaluma, CA 94954



NOT TO SCALE

EXHIBIT B
MARINA WHARFAGE LICENSE AGREEMENT MINIMUM INSURANCE
REQUIREMENTS FOR MARINA LICENSEE

Licensee shall not take possession under this Agreement until Licensee shall have obtained all insurance required under this Exhibit and such insurance shall have been approved by the City's Risk Manager as to carrier and sufficiency; nor shall Licensee allow any contractor, unless Licensee has obtained prior written City approval for contractor, to commence work on or within the licensed premises until all insurance required of the Licensee and/or contractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Licensee shall procure and maintain for the duration of the Agreement all necessary insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Agreement. The City reserves the right to adjust minimum insurance limits as needed to protect the City, the Marina, and users of the Marina, in accordance with sections 20 and 22 of this Agreement

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Boat Liability Insurance Coverage.
2. Such other insurance coverages and limits as may be required by the City of Petaluma.

B. Minimum Limits of Insurance

Licensee shall maintain limits no less than:

1. Boat Liability: \$500,000 per occurrence for bodily injury, personal injury and property damage. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property, which may arise from, or in connection with Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by Licensee.
2. Such other insurance coverages and limits as may be required by the City of Petaluma as stated in the Petaluma Municipal Marina Lease and Licensing Policies and Standards for Services and Operations Minimum Standards.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Petaluma. At the option of the City of Petaluma, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Petaluma, its officers, officials, employees, and volunteers; or the Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The required boat liability and other applicable insurance policies are to contain, or be endorsed to contain the following provisions:

1. The City of Petaluma, its officers, officials, employees, agents and volunteers are to be covered as **additional insureds** as respects: liability arising out of activities performed by or on behalf of the Licensee; products and completed operations of the Licensee; premises owned, occupied or used by the Licensee. The coverage shall contain no special limitations on the scope of protection afforded to *the City of Petaluma and its officers, officials, employees, agents or volunteers*.
2. For any claims related to this Agreement, the Licensee's insurance coverage shall be **primary** insurance as respects the City of Petaluma, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Petaluma, and/or its officers, officials, employees, agents or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Petaluma, and its officers, officials, employees, agents or volunteers.
4. The Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by mail has been given to the City of Petaluma.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII.

F. Verification of Coverage

Licensee shall furnish the City of Petaluma with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City of Petaluma before the Agreement commences. The Licensee's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by the City of Petaluma.

INSURANCE REMINDER

THE CITY OF PETALUMA'S INSURANCE DOES NOT COVER ANY OF LICENSEE'S PERSONAL PROPERTY, INCLUDING VESSELS AT MARINA



EXHIBIT C
PETALUMA MARINA WHARFAGE LICENSEE FACT SHEET

Application for Berthing Space
Harbor Master - 707.778.4489

BOATING INFORMATION

Gas Diesel
Make of Vessel:
Reg. CF or Doc #:
Make of Engine:
Power or Sail:
Vintage/Year:
Emergency Phone:

AR #
Currently Berthed At:
Hull ID Number:
Vessel Name:
Engine H.P.:
Length:
Draft:
Beam:

OWNERS - Note, if more than one registered owner with different address, please fill in below:

1) Registered Owner(s):
Address: City State Zip
Phone: Cell: E-mail:
Driver's License # DOB: State (if different than CA)

2) Registered Owner(s):
Address: City State Zip
Phone: Cell: E-mail:
Driver's License # DOB: State (if different than CA)

If Legal Owner is same as registered owner. IF NOT, please fill in info below.

Legal Owner(s):
Address: City State Zip
Phone: Cell: E-mail:

INSURANCE

Insurance Carrier: Policy #
Insurance Broker: Phone: E-mail:

PLEASE READ THE FOLLOWING AND SIGN BELOW:

I have received a copy of the Rules and Regulations of the Petaluma Marina/Turning Basin and Lease Agreement. I hereby certify and declare under penalty of perjury that the above information is true and correct to the best of my knowledge.

Signature: Date:

Admin Use Only

Insurance (see attached)
Pro-Rated Rent \$ Account #6400-64100-43120 Days x \$ Berth Assigned
First months' Rent \$ Account #6400-64100-43120 Start Date
Deposit (Key) \$ Account #6400-64100-42400 Gate # Keys
Deposit (Security) \$ Account #6400-64100-21210

Visual Inspection of Boat

EXHIBIT D
MARINA WHARFAGE LICENSE AGREEMENT BEST MANAGEMENT
PRACTICES FOR BOATERS FOR MARINA LICENSE

BEST MANAGEMENT PRACTICES FOR GUEST DOCK USERS AND BOATERS

Bilge Water Management

- Keep bilge area as dry as possible
- Regularly check fittings, fluid lines, engine seals, and gaskets
- Fix all oil and fuel leaks in a timely manner
- Do not drain oil into the bilge
- Fit a drain pan, if feasible, underneath the engine to collect drips and leaks
- Consider the use oil-absorbent pads, even in small boats.
- If a bilge contains oil, absorb as much free oil as possible with a pad. Then pump the bilge dry and wipe down the bilge and equipment. If a bilge is severely contaminated, use a pump out service. Never pull the drain plug on a boat with a bilge full of oil, especially if it is on a launch ramp.
- Dispose of oil-soaked absorbents at a proper facility. Check with the marina operator for guidance.
- Do not use detergents or bilge cleaners unless the bilge can be pumped into an appropriate facility.

Petroleum Containment

- Fill portable fuel containers on land or on the fuel dock to reduce the chance of fuel spills into the water.
- Avoid overfilling fuel tanks and attend the fuel nozzle at all times. Perform all major engine maintenance away from surface water.
- Any maintenance work on an engine must be done in compliance with rules and regulations governing the marina.
- Use petroleum absorption pads while fueling to catch splash back and the any drops when the nozzle is transferred back from the boat to the fuel dock.
- Keep engines properly maintained for efficient fuel consumption, clean exhaust, and fuel economy. Follow all manufacturers' specifications.
- Immediately report oil and fuel spills to the marina office and the U.S. Coast Guard
- National Response Center Phone # **1 (800) 424-8802** and other appropriate agencies.

Hazardous Materials

- Improper handling of hazardous materials can cause harm to human health and the environment and can result in serious penalties and expensive cleanup costs if contaminations occur.
- Hazardous wastes generated by recreational boaters are considered household hazardous waste. Dispose of household hazardous waste in properly marked containers if provided by the marina or at the nearest appropriate site.

Vessel Sewage

- Boaters should never pump out any holding tank in waters inside the three nautical mile limit. Always remember that it is illegal to discharge raw sewage from a vessel into U.S. waters.
- Pumpout facilities should be used to dispose of stored waste whenever possible. They are fast, clean, and inexpensive.
- Marine sanitation devices (MSDs) must be maintained to operate properly. Keep your disinfectant tank full, use biodegradable treatment chemicals, and follow the manufacturer's suggested maintenance program.
- Do not dispose of fats, solvents, oils, emulsifiers, disinfectants, paints, poisons, phosphates, diapers, and other similar products in MSDs.
- Whenever possible, use land-based rest rooms rather than onboard ones.

Vessel Cleaning and Maintenance

- Ask your marina manager what types of maintenance projects are allowed in the slip.
- Minimize the use of soaps and detergents by washing your vessel more frequently with plain water.
- Do not use cleaners that contain ingredients such as ammonia, sodium, chlorinated solvents, or lye.
- Use hose nozzles that shut off when released to conserve water and reduce the runoff from boat washing.
- Ventilate your space to prevent the accumulation of flammable or noxious fumes.
- Use eye protection and a respirator when there is the possibility that dust and debris could damage eyes or lungs.
- Remove oil, debris and clutter from your immediate work area and dispose of properly.
- Avoid spills in the water of all solvents, paints and varnishes.
- Carefully read labels to ensure the products are used in a manner that is safe and won't harm the environment.
- Use teak cleaners sparingly and avoid spilling them or fiberglass polishers in the water.

Sanding and Painting

- When working in marinas, use designated sanding and painting areas. Check with the marina manager for the location and proper use of these areas.
- Work indoors or under cover whenever wind can potentially blow dust and paint into the open air.
- Where feasible, use environmentally friendly tools, such as vacuum sanders and grinders, to collect and trap dust. Some marinas have this equipment for rent, check with the manager.
- Clean up all debris, trash, sanding dust, and paint chips immediately following any maintenance or repair activity.
- Use a drop cloth beneath the hull to catch sanding dust and paint drops when working over unpaved surfaces.
- When sanding or grinding hulls over a paved surface, vacuuming or sweeping loose paint particles is the preferred cleanup method. Do not hose the debris away.
- Buy paints, varnishes, solvents, and thinners in sizes appropriate for the proposed work to avoid having to dispose of stale products.
- When possible, use water-based paints and solvents.

- Switch to longer lasting, harder, or non-toxic antifouling paint at your next haul out.
- Paints, solvents, and reducers should be mixed far from the water's edge and transferred to work areas in tightly covered containers of 1 gallon or less.
- Keep in mind that solvents and thinners may be used more than once by allowing the solids to settle out and draining the clean product off the top.
- When in doubt about proper disposal practices, check with your marina and/or appropriate government agency.
- Boaters should report any illegal discharge of boat sewage to the marina office or appropriate agency.
- Boaters should use environmentally sensitive cleaning supplies that may end up in your gray water.

Boat Hull Cleaning and Maintenance

- Ensure hull paint is properly applied and maintained to protect the hull from fouling organisms and thus improve your boat's performance.
- Wait 90 days after applying new bottom paint before underwater cleaning.
- Schedule regular hull cleaning and maintenance to reduce the build up of hard marine growth and eliminate the need for hard scrubbing.
- Regularly scheduled gentle cleaning will also increase the effectiveness of the antifouling hull paint and extend its useful life.
- Repair paint bonding problems at haul out to avoid further chipping and flaking of paint in the water.
- Use, or ask your diver to use, non-abrasive scrubbing agents, soft sponges or pieces of carpet to reduce the sloughing of paint and debris.
- Boaters are encouraged to use boat hull cleaning companies and individuals that practice environmentally friendly methods.

Solid Waste

- Do not dump plastic or any other trash into the water.
- Use the dumpsters, trash receptacles and other approved containers to dispose of garbage and other waste.