

AGREEMENT

This agreement entered into this _____ day of _____, 20____ by and between RIVERPOINT LANDING hereinafter known as MARINA, and _____ hereinafter known as OWNER, subject to the following terms and conditions:

1. TERM. The term of this Agreement shall be month-to-month, beginning on the first day of the calendar month and ending on the last day of a calendar month, subject to the proration of the initial month's rent if commenced on any day other than the first day of the calendar month. Either party may terminate without cause by giving not less than 30 days prior written notice of such election to the other party. Such termination shall occur only on the last day of the next succeeding month following the giving of such notice. _____(Initial)

2. BERTHING FEE. OWNER agrees to pay MARINA monthly in advance on the first day of each calendar month such sum as shall be the applicable monthly fee for the use of the designated berthing slip as established and posted by MARINA from time to time. OWNER shall receive at least 30 days prior written notice of any change in rental fees. All fees not paid by the 5th day of the month shall be delinquent and subject to a late charge in an amount equal to 5% of the then applicable monthly rental. _____(Initial)

3. ELECTRIC USAGE. Riverpoint Landing is a master-meter customer of PG&E furnishing electricity to individual sub-metered berths. We are authorized to use rates and charges that would apply if you purchased your electricity directly. Meters will be read on the 20th day of each month. Charges will be included in your regular invoice normally sent on or about the 25th for the 30-day period since the previous billing. _____(Initial)

4. PERFORMANCE FEE AND REFUND. OWNER shall pay MARINA a Performance Fee in accordance with the schedule of fees and charges established by MARINA from time to time. The purpose of such fee is to encourage OWNER to fully, completely, and timely perform all his promises made in this Agreement. At the termination of this Agreement, MARINA will refund to OWNER the Performance Fee actually paid less any amounts otherwise due MARINA, provided that OWNER to MARINA'S facilities or equipment occasioned by the storage of OWNER'S vessel on the premises. MARINA shall not be considered a trustee of such fee and need not segregate or otherwise keep such fee separate from MARINA's general funds nor shall OWNER be entitled to interest on such fee. MARINA reserves the right to increase the amount of the fee and to notify OWNER of the increased sum, which shall be paid to MARINA within 35 days after written notice is mailed to OWNER at OWNER'S last known address. Failure or refusal to accept the increased fee shall entitle MARINA to terminate the berthing agreement.

5. PERFORMANCE. MARINA has endeavored to establish reasonable rules and regulations and conditions for the operation of its facility to the benefit of all users. In the event of a violation thereof, MARINA, at its option, may immediately terminate OWNER'S berthing rights under this Agreement and remove OWNER'S vessel both from its berthing slip at Owner's risk and expense and retake possession of the berthing slip. In such event, MARINA shall not be responsible for, and OWNER will hold MARINA harmless, from any claim for damage to the vessel resulting from such removal. For vessels registered in California, MARINA shall have liens under section 500-509 of the California Harbors and navigation Code ("boater's Lien Law"). Vessels registered in foreign state shall be subject to the lien laws of those states which apply to lien sales or other remedies or the applicable Federal law.

6. RISK AND INDEMNITY. This agreement creates a license granting use of space only. Such space to be used at the sole risk of OWNER, and MARINA shall not be liable or responsible for the care or protection of boats (including gear, equipment, and contents) or any loss or damage of whatever kind or nature to the boat, its contents or equipment however occasioned, including the consequences of any power interruption. MARINA makes no warranty of any kind as to the condition of its facility or any portion thereof, including utilities, floats, walks, gangways, lifts, ramps, or mooring gear. OWNER acknowledges having been afforded the opportunity to examine the premises and equipment and accepts same "as is". OWNER agrees to indemnify and hold MARINA and its shareholders, officers, employees and agents, harmless of and from any and all claims, demands, or charges arising by reason the storage of OWNER'S vessel, any equipment thereon or use therewith or the acts of OWNER, its invitees or guests while on MARINA'S property.

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7. INSURANCE. At all times during the term of this Agreement, OWNER shall have in place and maintain in full force and effect property damage and personal injury liability insurance having the combined single limit of not less than **\$300,000**, which insurance shall name MARINA as an additional insured and which shall carry an endorsement requiring the insurer to provide MARINA with written notification of any reduction or cancellation of such coverage not less than 10 days prior to such reduction or cancellation. **OWNER shall furnish MARINA with a copy of the Hull Liability Insurance Declarations page prior to commencement of the term of this Agreement.** Hull, fire, and theft insurance shall be OWNER’S responsibility to produce and maintain during the terms of this agreement.

8. PROOF OF OWNERSHIP. Owner agrees to furnish a copy of current registration/documentation from CA DMV or USCG prior to the commencement of this agreement.

9. ATTORNEY’S FEES. In the event MARINA must employ attorneys for the enforcement of any provision of this Agreement, including the conduction of lien sales. OWNER agrees to pay reasonable attorney’s fees and costs incurred by MARINA in connection therewith.

10. REPAIRS. OWNER agrees that any maintenance repairs or other work on OWNER’S vessel while stored at MARINA shall be performed by OWNER and that no third parties shall be employed to do such work while stored at MARINA unless MARINA has consented to such third party performing such work on the premises.

11. APPEARANCE OF VESSEL. OWNER agrees to maintain vessel in shipshape fashion. Should MARINA determine that the vessel requires attention, the OWNER will be contacted and allowed 72 hours to respond to MARINA with a plan for corrective action. Should OWNER not respond to MARINA requests to have the vessel cleaned, MARINA will initiate corrective action and will bill OWNER for all costs incurred. _____(Initial)

12. NOTICES. All communications and notices which either MARINA or OWNER may be required or desire to give shall be made in writing and sent by mail to the following addresses:

TO MARINA:
STEPHENS MARINE, INC.
dba RIVERPOINT LANDING
P.O. Box 7995
Stockton, CA 95267

TO OWNER:

13. ENTIRE AGREEMENT. The Agreement between OWNER and MARINA consists of these Storage Terms and Condition, the Rental Application and the Rules and Regulations posted by MARINA as amended from time to time.

14. WAIVER. A waiver by MARINA of any default by OWNER shall not be deemed a continuing waiver as to the OWNER’S nonperformance or breach nor shall it be grounds for assuming waivers by MARINA of other defaults.

15. ASSIGNMENT. OWNER may not assign or sublet the rights (including Airbnb, VRBO, etc) to MARINA’S berthing space to any assignee or subtenant without the prior written consent of MARINA as to each and every assignment. The suitability of any proposed assignee or subtenant shall be determined solely by MARINA.

16. RULES AND REGULATIONS. OWNER agrees to comply with the Rules and Regulations of MARINA including all regulations, postings, all Federal, State, and local laws, regulations and ordinances. Copies are maintained at the Marina office and will be furnished at the OWNER’S request. In the event of noncompliance by OWNER or OWNER’S guest(s), Marina may terminate this Agreement and remove boat from slip at the expense of OWNER.

OWNER:
I acknowledge receipt of a complete copy of this Agreement.

MARINA:
RiverPoint Landing Marina Resort

SIGNATURE DATE

SIGNATURE DATE