



1936 QUIVIRA WAY SAN DIEGO, CA 92109

<http://www.MarinaVillage.net>

PHONE: 619.224.3125 **FAX:** 619.222.0634

HOURS: 8:30AM-5:00PM / MONDAY - SATURDAY

Thank you for your interest in a **short-term guest slip** at our marina!

To dock here as a guest, the registered boat owner must complete and return this guest application along with the following items & payment **BEFORE** docking their boat:

- Copy of boat's current registration (OR) USCG certificate of documentation
- Copy of boat's current insurance in the registered/documented owner's name
- Copy of driver's license for the registered/documented owner

Guest agreement contracts must be pre-paid. Extensions beyond the initial lease period are not guaranteed; ALL extensions are at the discretion of management.

We do not retain copies of guest agreements, boat registration or boat insurance. Boaters must confirm we have all necessary paperwork before docking, or the boat cannot come in.

Boaters wishing to stay more than 14 days must include Marina Village & the city of San Diego as additionally insured on their insurance policy endorsements.

Limited, first-come first-served temporary trailer parking is available for non-local guest boaters at no extra charge. This parking is not guaranteed even if pre-requested.

If a space is available upon arrival, the Marina Office will provide you with a parking permit.

MARINA VILLAGE MARINA GUEST BOATER APPLICATION & AGREEMENT

Send completed applications via email to (Larissa@marinavillage.net) or via fax (619.222.0634).

Guest fees must be paid in advance. Extensions or transitions are not guaranteed or implied.

>>> PRINT ALL INFORMATION - ALL FIELDS MUST BE COMPLETED OR INDICATED AS N/A <<<

GUEST TENANT INFO: Name: _____ Date of Birth: _____

Mailing Address / City / State / Zip: _____

Driver License State & #: _____ E-Mail: _____

Phone #s: (CELL) _____ (HOME) _____ (WORK) _____

Emergency Contact: [Name/relation to you] _____ (Ph #) _____

Car/Truck: Make _____ Model _____ Color _____ License State/# _____

VESSEL INFO: Vessel Name: _____ CF # or Doc # _____ Max LOA: _____

Vessel Make: _____ Model: _____ Year: _____

Vessel Insured By: _____ Previous Mooring Location: _____

Bringing a trailer? [Y] [N] Trailer Lic. State/#: _____ (Trailer parking is **not** guaranteed & is permit-only.)

OFFICE USE ONLY Slip# _____ Check-in Date: ____/____/____ Expected Check-out Date: ____/____/____

Short Term / Daily Rate

of Days staying: _____

Daily rate: \$ _____

Prepaid Total Due: \$ _____

Long Term / Monthly Rate

Monthly Wharfage Fees \$ _____

Monthly Utility Fees \$ _____

Prepaid Total Due: \$ _____

NOTES: _____

SHORT TERM: 1-14 days, standard rate of \$30-50/day. **LONG TERM:** 30-90 days(max stay), monthly rate (refer to rate sheet). Prorated rent is **ONLY** applied when a guest lease is approved and confirmed to transition from guest to permanent.

Slips are not automatically transferrable. If this guest agreement is for a boat purchased here in our marina, we require the seller's written authorization of when their buyer should assume financial responsibility. The buyer must sign a guest agreement at the time of possession if they intend to keep the boat here. Living aboard, subleasing, or commercial use is prohibited.

CREDIT CARD AUTHORIZATION: By filling out this Credit Card Authorization, you agree that we can charge the card listed below for any fees or deposits due. **Guest agreements must be pre-paid.** Any guest boaters wishing to keep their boat here for more than the max stay will pay a daily rate, *OR* be approved to transition to a permanent lease, *OR* remove the vessel.

Cardholder's Name: _____ CC Number (Visa/MC ONLY) _____ | _____ | _____ | _____
(Print Name)

Billing Address of Card (write "SAME" if address is above) _____

3-Digit CVV/CVC _____ Exp.: ____/____ Signature for Authorization to Charge Card: _____

KEY: # _____ **Received From:** _____ **By MV Staff:** _____ **Date:** _____

Max 1 key allowed for short term guests. Keys must be returned to the office not later than 7 business days from the end of this lease agreement, or a \$40-per-key non-refundable charge will be charged to the card on file.

GUEST COPY PROVIDED BY: _____

MARITIME WHARFAGE CONTRACT FOR GUEST BOATERS

THIS MARITIME NECESSARIES CONTRACT OF PRIVATE WHARFAGE (the “**Agreement**”) is executed as of the effective date of occupancy of the berth located at MARINA VILLAGE (SCPT Marina Village, LLC, a Delaware limited liability company (the “Marina”) and the Owner(s) identified above, and whose signature(s) appears below), herein throughout referred to as “**Marina**” the legal or registered owner(s), jointly and severally, of the Vessel described herein or its duly authorized or apparent operator or agents, referred to collectively as “**Owner**”. It is agreed and understood by and between the parties to this agreement as follows:

Term: This agreement is for a term commencing _____, 20____ and ending on _____, 20____. At the conclusion of the term, the Owner agrees to remove the vessel from the marina not later than 10:00 AM of that specific date. If Owner fails to remove boat by that specified time and date, Owner authorizes Marina to arrest the vessel, place in storage to include a third party boat storage area, or to chain the vessel to the dock. Marina may, at its sole election, take all necessary measures available to enforce its remedies at law and/or equity, including vessel arrest, sale of the Vessel pursuant to federal maritime law, abandoned vessel law, the California Boaters Lien Law, and any other available remedy, without prior notice to Owner. Owner agrees to pay Marina reasonable costs associated with enforcing their rights. Owner agrees to pay Marina \$50.00 per day storage fee, in addition to any expenses associated with enforcing its rights in obtaining the marina slip back, including but not limited to hauling and storing of Owner’s boat at a boatyard.

Wharfage Fee Payments and Remedies for Non-Payment and Returned Checks. Fees are due and payable upon occupancy. Failure to pay such Fees will result in enforcement of the Marina’s rights and remedies under this contract and pursuant to admiralty law, including but not limited to THE VESSEL BEING ARRESTED, PLACED IN STORAGE TO INCLUDE A BOATYARD, OR CHAINED TO THE DOCK. In the event the Owner fails or refuses to pay Wharfage Fees within three days of the due date of subject fees, pursuant to this Agreement, Owner agrees and gives his/her permission for the Marina to chain the vessel to the assigned slip, to move the Vessel from her assigned slip to another assigned slip, to dry or wet storage, or to the premises of a U.S. Marshal or duly appointed substitute custodian if the Vessel is arrested, without prior notice to Owner and solely at Owner’s expense. Once the Vessel is acted upon in this manner by the Marina, it shall be classified as a “Stored Vessel”. If the Owner has not paid all Fees, storage and towing charges and removed the Vessel from the Marina, the Marina may, at its sole election, take all necessary measures available to enforce its remedies at law and/or equity, including vessel arrest, sale of the Vessel pursuant to federal maritime law, abandoned vessel law, the California Boaters Lien Law, and any other available remedy, without prior notice to Owner. There will be \$50.00 towing fee solely for relocation of the vessel within the existing marina property and a charge of \$25.00 for any check returned by the bank for any reason.

Termination. That the Marina’s obligation to provide wharfage under the Agreement may be unilaterally terminated by the Marina in the event of Owner’s breach of any term herein, at which time Marina may pursue any or all of its legal and equitable remedies. The Marina and the Owner each have the right to terminate this Agreement, without cause, upon seventy-two hour (72) written notice by either party. Termination notification by either party shall be made by delivery of a letter to the boat by the Marina or to the office by the boater. The Marina does not forfeit its right to pursue an unlawful detainer action against the owner.

Lien Rights. That both possessory and non-possessory liens arise in favor of the Marina by operation of both state and federal law respectively. Owner agrees and understands that attorneys’ Fees and all other costs associated with collecting sums due under this Maritime Contract for “necessaries” shall be deemed and recorded for all purposes as part of the Marina’s lien against the Vessel. It is further agreed that if Owner fails to pay any obligation due hereunder that the Marina may place a notice upon the Vessel that states:

“Notice: a possessory lien has been placed upon this vessel in accordance with California law as authorized by California harbors and navigation’s code. The harbors and navigation code states that it is a criminal offense...for any person to obtain possession of any vessel or part thereof subject to a lien pursuant to the provisions of this chapter by trick, fraud, or device.”

Regulations. Marina reserves to the right to promulgate rules and regulations that establish safety and operational procedures for the premises and Owner, guests and invitees agree to abide by such rules and regulations. Subject rules and regulations, as they may be amended time to time, are incorporated as a part of this agreement, and Owner agrees to abide with all such Rules and Regulations, as they may be amended from time to time.

Indemnifications. That this Agreement is for the rental of dock slips only. Dock slips shall be used at the sole risk of Owner. The Marina shall not be liable or responsible for the care or protection of the Vessel (including her gear, equipment and contents), and the Marina shall not be held liable for any loss or damage of whatever kind or nature to said Vessel, her contents, gear or equipment, however, occasioned. Owner acknowledges that the requirements of the facilities to accommodate Owner's needs are exclusively within the knowledge of Owner, and that no representations or warranties of any kind have been made to him/her with regard thereto, or as to the condition of the floats, walks, gangways, equipment, roads, ramps, mooring gear, building or other property of the Marina.

Owner hereby agrees that the Marina and its officers, directors, agents and employees shall have no liability for, and Owner agrees to indemnify and hold the Marina harmless against, any loss or damage of whatsoever kind to the Vessel, her gear, appurtenances, equipment or personnel, or any of them, whether caused by theft, fire collision, chafing, sinking or any other cause of any kind or nature whatever, or for the death of or personal injuries to Owner, Owner's family, employees or invitees, howsoever caused, occurring on the Vessel or any of the walks, floats, ramps, gangways, equipment or otherwise on the premises belonging to the Marina or under the control of the Marina, for loss, damage or injury of any kind or nature occasioned by the movement of any Vessel unless caused solely by the gross negligence or willful misconduct of the Marina or its officers, employees, agents or contractors. Owner agrees to indemnify and hold harmless the Marina and its officers, directors, agents and employees from and against any liability for personal injuries or property damage sustained by any other person, firm or corporation by reason of any matter, thing or occurrence arising out of or relating to the operation of the Marina or the occupancy or possession of any slip, including, without limitation, any loss, damage or liability of any kind or claimed by reason of any acts or failures to act on the part of Owner or his/her agents, employees, or guests, or in the maintenance or use of the slips or any other part of the Marina's premises.

Insurance. That Owner shall have effective bodily injury and property damage insurance for the protection of the Marina and others with a combined minimum limit of \$500,000.

Removal of Vessel. That if Owner's Vessel is in a sinking condition, in a state of disrepair as determined by the Marina, or if she is deemed by the Marina to pose a health, safety or pollution risk, the Marina may remove the Vessel from the water and dry store her, both at Owner's expense.

The undersigned signifies by his or her signature below that he/she has read and understands this Maritime Wharfage Contract, and that he/she consents to and agrees to abide by each and every provision contained in it.

Dated: _____, 20__

Owner Name - PRINTED

Owner's SIGNATURE

Dated: _____, 20__

Co-Owner Name - PRINTED

Co-Owner's SIGNATURE

Dated: _____, 20__

SCPT Marina Village, LLC (a Delaware limited liability company)
By: CHM Hotels, Inc., its Property Manager

By: _____ Title: _____