

FOR OFFICE USE ONLY

VENTURA PORT DISTRICT DRY STORAGE PERMIT

ARTICLE I. INTRODUCTION

THIS PERMIT is made and entered into the day, month and year last listed below written by and between _____
"PERMITTEE" and the VENTURA PORT DISTRICT, hereinafter referred to as "District".

1. District, in consideration of the full performance by the Permittee of the terms and conditions of this Permit, grants to Permittee the privilege to store one (1) vessel one (1) trailer at the following location: Space # _____ located on a property commonly known as the Ventura Port District Dry Storage Facility.
2. The term of this Permit shall be for a period of one (1) month, commencing on _____ and shall automatically be renewed on a month-to-month basis, unless either party give thirty (30) days' notice to the other in writing.
3. This Permit is a license personal to the Permittee, and shall not be sublet, in whole or in part, assigned, or transferred.

ARTICLE II. TERMS OF MINIMUM RENTS DUE

SECTION 2.01 PAYMENT SCHEDULE & SECURITY DEPOSIT (REF: ARTICLE V.)

1. Permittee shall, prior to commencement of this Permit pay the District the prevailing monthly rental rate as Security Deposit, \$25.00 of which is refundable if Key Card is returned upon vacating space.
2. Permittee shall pay the District the sum of \$ _____ per month for assigned space # _____ and assigned key card # _____ commencing on _____. Said rental shall be due and payable in advance on or before the first of each calendar month. Any additional or lost key card will be charged \$25.00.
3. Permittee shall be considered in default of this Permit if the rent is not paid by the first day of each month. A late payment charge of twenty-five dollars (\$25.00) shall be added to any payment that is received by District after the fifth (5th) of each month.

(A) *COURTESY INVOICING*

Any invoices or notices given by District for payment are a courtesy and for convenience only, not a requirement. Failure by District to provide invoices or notices shall in no way change Permittee's obligations or excuse delinquencies or waive any of District's rights under this permit. Permittee is obligated to pay rent and other charges, in the amount and manner set forth herein.

(B) *ACCLERATION OF DEBT*

In the event that rent is not paid by the fifth (5th) day of the month, the security deposit referred to elsewhere in the Permit shall be applied against the amount and the late payment charge, and the Permit shall be cancelled.

SECTION 2.02 DEFAULT AND DELINQUENCY

1. Permittee will have seven (7) days to remove the vessel, trailer, and all personal property.
2. If Permittee fails to remove said items within seven (7) days, the District will proceed to move said items to an area where Permittee does not have access and access storage fees and/or commence lien sale proceedings against the vessel, trailer and personal property.
3. Permittee's vessel, trailer and personal property shall be subject to a lien and may be sold to satisfy said lien if the rent and other charges due remain unpaid for fourteen (14) consecutive days pursuant to the California Self-Service Storage Facility Act *(Business and Professions Code §21700, et seq.), and the California Boaters Lien Law (Harbors and Navigation Code §500. et seq.).
4. Permittee should also be liable for all costs and any expense incurs relating to: a) giving notice of any default under this Permit; b) moving and storing any vessel, trailer or personal property after the Permit has been cancelled or terminated; and c) initiating and pursuing a lien sale(s) on Permittee's vessel/trailer. Such costs and expenses shall be deemed additional rent.

ARTICLE III. TERMS OF STORAGE USE**SECTION 3.01 VESSEL REPAIRS**

1. Permittee is strictly prohibited from performing any construction, boat repair of any type or painting, to the exterior or interior of the vessel, in or adjacent to the storage area.
2. Permittee, may, however, make minor repairs to the interior of the vessel.

SECTION 3.02 PARKING

1. Vessel parking is prohibited in the boat storage area except within the Permittee's assigned space. Permittee is responsible for ensuring the vessel and trailer is placed in the assigned boat storage area, as defined in paragraph one (1) above.
2. Should Permittee's vessel or trailer be placed in a location other than the assigned boat storage area space, Permittee will receive a warning notice and/or receive a citation and subsequently towed if the vessel or trailer are in another Permittee's space or are obstructing the driveways or gates.
3. Long term vehicle parking inside the lot is prohibited. Vehicles parking inside the storage lot when boat is out of its space will be cited and/or towed.
4. Receiving three (3) or more warning notices and/or citations will cause this Permit to be cancelled.

SECTION 3.03 GROUND STORAGE

1. Permittee may NOT store any items beneath their trailer or on the ground at any time within the boat storage area, including, but not limited to: bicycles, dinghies, gas or paint containers, tires, and hoses.
2. The only items that may be placed on the ground on a permanent basis are blocks for the wheels of the trailer and supports to keep the tongue of the trailer off the ground.
 - 2.1. The supports may NOT exceed two (2) feet in height.
3. Permittee shall be liable for any damage caused by these aforementioned items (or any other items illegally stored on the ground) and shall within ten (10) days of District sending an invoice for the cost to repair such damage reimburse District for said costs.
 - 3.1 Failure to do so will be grounds for termination of this Permit.

SECTION 3.04 PERMISSION TO RELOCATE

District reserves the right to move and/or relocate Permittee's vessel and trailer if necessary. District shall whenever possible give advance notice to the Permittee as to the relocation of the vessel and trailer.

ARTICLE IV. TITLE REGISTRATION AND TRANSFER OF OWNERSHIP**SECTION 4.01 DOCUMENTATION AND REGISTRATION**

1. Permittee must display the California Registration number (CF #) and current registration date sticker at ALL times.
 - 1.1 If the vessel is covered, the CF # must be visible through the boat cover.
2. Permittee warrants and represents that Permittee's vessel and trailer each have a current and valid California registration or valid documented registration issued by the United States Coast Guard.
 - 2.1 Permittee hereby agrees to keep the vessel and registration valid and current under California law during the entire term of this Permit.
 - 2.2 Failure to do so will be grounds for termination of this Permit.

SECTION 4.02 TITLE TRANSFERS OF OWNERSHIP

(A) THIS PERMIT IS NON-TRANSFERABLE

1. Should Permittee transfer any interest in the vessel or trailer, the new owner shall have NO right to the boat storage area and this Permit shall be terminated, and the boat storage area shall be surrendered at once.
2. The new owner of the vessel and trailer may apply for a new permit with the District for the preceding Permittee's storage area. District may, in its absolute and sole discretion, refuse to provide such a permit.

(B) OBLIGATIONS OF PERMITTEE UPON TITLE TRANSFERS

1. Permittee shall give written notice to District within fifteen (15) days of any sale or transfer of ownership, title or registration of the vessel and trailer.
2. If Permittee or NEW owner fails to remove the vessel and trailer, the District may remove vessel and trailer at Permittee's expense.

(C) DEBTS OF PERMITTEE ARE NOT LIMITED NOR TRANSFERABLE

The transfer of any vessel and trailer shall not relieve the Permittee of Permittee's obligations hereunder and Permittee shall remain fully liable for all rent accruing hereunder, even though Permittee may no longer own the vessel and trailer, unless and until the NEW owner and District enter into a NEW boat storage Permit.

ARTICLE V. CONDITIONS OF SECURITY DEPOSITS

Permittee shall, prior to commencement of this Permit, pay the District the prevailing monthly rental rate as security deposit, \$25.00 of which is refundable if Key Card is returned upon vacating space.

SECTION 5.01 DEPOSIT AND RENTAL RATE CHANGES

1. In the event the current rental rate is increased, the security deposit will be increased proportionately.
2. Permittee shall pay the District the additional amount required to increase the security deposit to the correct sum based on the rental increase that has been made by the District on or before the first day of the month that the rental increase is due and payable. Permittee shall be considered in default of this Permit if the increase in the security deposit is not paid on or before the first day of the month that the rental increase is due and will be grounds for termination of this Permit.

SECTION 5.02 DEDUCTIONS OF OBLIGATIONS

1. The security deposit shall be used to pay delinquent rent not paid by Permittee within any applicable notice and cure period, and to cover any damage to the premises, including but not limited to; any costs incurred by District to clean and restore the premises during the term and upon termination of this Permit.
2. Notwithstanding the security deposit requirement, Permittee remains responsible for the cost of any damages beyond the limit of the security deposit.

ARTICLE VI. ASSUMPTION OF RISKS DURING USE

SECTION 6.01 PRIVILEGE OF USE

1. Permittee acknowledges that this Permit constitutes a license for use rather than a contract for bailment and that payments made for the Permit are for the privilege of use rather than deposit and/or storage.
2. Permittee assumes the risk of loss, damage or destruction of the vessel and trailer, and all items of personal property that are stored aboard or attached thereto, due to theft, fire, earthquake, flood, storms, war, insurrection, riot, public disorder, vandalism, or negligent acts or omissions of persons other than District employees who may be using the boat storage area.

ARTICLE VII. INSURANCE

SECTION 7.01 GENERAL INSURANCE REQUIREMENTS

1. Without limiting Permittee's indemnification of District in Article VIII, and during the term of this Permit, Permittee shall provide and maintain the following programs of insurance specified in this Permit.
2. Such insurance shall be primary to and not conflicting with any other insurance or self-insurance programs maintained by District, and such coverage shall be provided and maintained at Permittee's own expense.

SECTION 7.02 EVIDENCE OF INSURANCE

Certificate(s) or other evidence of coverage satisfactory to District shall, prior to commencing rental under this Permit, be delivered to:

Ventura Port District
1603 Anchors Way Drive
Ventura, CA 93001

Certificate(s) of insurance coverage satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents has been given insured status under the General Liability policy, shall be delivered to District at the address shown above and provided prior to commencing vessel storage under this Permit.

Renewal Certificates shall be provided to District not less than 10 days prior to Permittee's policy expiration dates. The District reserves the right to obtain complete, certified copies of any required Permittee insurance policies at any time.

Certificates shall identify all required insurance coverage types and limits specified herein and be signed by an authorized representative of the insurer(s). The insured party named on the certificate shall match the name of the Permittee identified in this Permit. Certificates shall provide the full name of each insurer providing coverage, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any District required endorsement forms.

Neither the District's failure to obtain, nor the District's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Permittee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions.

SECTION 7.03 FAILURE TO MAINTAIN COVERAGE

Permittee's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Permit upon which District immediately may suspend or terminate this Permit. District as its sole discretion, may obtain damages from Permittee resulting from said breach.

SECTION 7.04 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

Permittee shall report to District any injury or property damage accident or incident occurring on District property, and any loss, disappearance, destruction, misuse, or theft of District property, monies or securities entrusted to Permittee. Permittee also shall notify District of third party claim or suit filed against Permittee which arises from or relates to this Permit and could result in the filing of a claim or lawsuit against Permittee and/or District. Such report shall be made in writing within 24 hours of occurrence.

SECTION 7.05 COMPENSATION FOR DISTRICT COSTS

In the event the Permittee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs with District, Permittee shall pay full compensation for all costs incurred by District.

SECTION 7.06 COVERAGE REQUIREMENTS

(A) WATERCRAFT LIABILITY INSURANCE

Permittee is required to maintain Boat/Water Liability Insurance providing coverage for legal liability resulting from the ownership, maintenance, or use of insured watercraft while stored ashore, and include bodily injury, property damage and legal defense coverage.

1. This insurance shall have a per occurrence coverage limit of at least \$300,000 unless otherwise approved by the District.

2. If Permittee employs any temporary shore-based workers (i.e. mechanic or marina employees etc.) the policy shall also provide coverage general /workers comp liability of \$1,000,000 which covers statutory liability to temporary shore-based workers if they become injured aboard your watercraft.
3. Pollution Coverage: For any boat being stored with fuel, Pollution Coverage will be necessary at a per occurrence coverage limit of at least \$300,000.
4. Additional Insured States and Scope of Coverage: The Ventura Port District shall be provided additional insured status under Permittee's Watercraft Liability policy with respect to liability arising out of Permittee's activities and usage of the District's boat storage facility. District additional insured status shall apply with respect to liability and defense of suits arising out of the Permittee's acts or omissions, whether such liability is attributable to the Permittee or to the District. The full policy limits and scope of protection also shall apply to the District as an additional insured, even if they exceed the District's minimum required insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the required insurance provision herein.
5. Waiver of Subrogation: All insurance policies obtained must contain a Waiver of Subrogation stating: To the fullest extent permitted by law, the Permittee hereby waives its and its insurer(s) rights of recovery against District under all required insurance policies for any loss arising from or related to this Permit. The Permit shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(B) AUTOMOBILE LIABILITY INSURANCE

Permittee is required to maintain Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01_ with a limit of not less than \$300,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Permittee's use of autos pursuant to their Permit, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

ARTICLE VIII. MISCELLANEOUS

SECTION 8.01 GENERAL RELEASE FROM LIABILITY AND INDEMNITY

1. Permittee hereby releases and discharges District from all claims and demands by Permittee for loss of or damage to Permittee's property, arising from or connected with Permittee's use of any District property pursuant to this Permit.
2. Permittee shall indemnify, defend and hold harmless the District, elected and appointed officers, employees and agents (District) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Permittee's use of any District property pursuant to this Permit, which result from bodily injury, personal injury, or property damage (including damage to Permittee's property).
3. Permittee's release as set forth above, shall apply to all unknown or unanticipated results of Permittee's use as well as those known and anticipated, and Permittee hereby waives all rights under California Civil Code §1542, which states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Permittee represents and warrants that he/she has read California Civil Code §1542 and understands the meaning and effect of Permittee's waiver of Permittee's rights hereunder.

SECTION 8.02 SEVERABILITY, REVOCATION AND ADDENDA

1. District may, from time to time, circulate rules and regulations regarding the use of the boat storage area, including the Rules & Regulations attached hereto and incorporated herein. Permittee hereby agrees to comply with all such Rules & Regulations and all applicable Federal & State laws and County ordinances, in addition to the terms and conditions of this Permit. Waiver of any provision herein or of the regulations governing the use of the boat storage area shall not be deemed a continuing waiver or a waiver of any other provision or regulations.
2. District may terminate this Permit at any time and without prior written notice in the event of violation of laws, rules, regulations, signs or the lawful instructions of District, or in the event of the disregard or breach of this Permit for any reason shall not relieve Permittee from liability incurred prior to such termination and prior to removal of all of Permittee's property from the boat storage area. Permittee shall pay all costs for removing property from the boat storage area, boat storage fees, attorneys' fees and any other costs incurred by District.

3. Permittee, at Permittee's own cost and expense, shall on or before the termination of this Permit remove the vessel, trailer and other items of personal property, and restore the boat storage area to the same state and condition as prior to use by Permittee.

3.1 Should Permittee fail to remove the vessel and trailer, together with items of personal property, and/or restore the boat storage area to the same state and condition as prior to use by Permittee on or before the termination of this Permit, then District may, in addition to other legal remedies, forthwith remove said vessel, trailer and other items of personal property and restore said boat storage area to the same state and condition as prior to use by Permittee at Permittee's expense.

4. District reserves the right to dispose of any vessel, trailer and/or personal property of Permittee not removed from the boat storage area in accordance with Articles II, III, IV, V, VI, VII, and VIII.

SECTION 8.03 NOTICES AND CHANGE OF ADDRESS

Notices required herewith may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, at any United States Post Office facility. Notices directed to District shall be addressed to:

Ventura Port District
1603 Anchors Way Drive
Ventura, CA 93001

Notices directed to Permittee shall be addressed to the address/es Permittee currently has on file with District, unless advised otherwise in writing. Permittee agrees to keep District advised of Permittee's current address and any alternate address.

IN WITNESS WHEREOF, the Permittee has executed this Permit and the District has caused this Permit to be executed on its behalf on

_____ (Date).

Permittee's Signature

Address: _____

Pursuant to California Business & Professions Code §21712, Permittee may provide the name and address of another person to whom preliminary lien notices and subsequent notices to be given pursuant to the California Self Service Storage Facility Act may be sent:

Name: _____

Address: _____

**VENTURA PORT DISTRICT
DRY STORAGE FACILITIES**

By: _____

Title: _____