Ventura Port District
Dry Storage Agreement and Contract Updates
2025-2026

The Ventura Port District Dry Storage facility will be relocated to Harbor and Schooner (Lot 19A) on November 1, 2025. The standard agreement that you have entered into with the Ventura Port District will be terminated on November 30, 2025. **Customers registered after January 1, 2025 do not need to file another contract.** Updated agreement, contract, insurance and completed boat inspection check-off list, need to be completed before going int Lot 19A. Attached with this letter is an example of insurance and a check-off sheet for the boat inspection. The application is present in a PDF fillable version at the Ventura Port District Dry Storage web link. Please make efforts to send or email completed updated files, (in one file or email).

Customers are encouraged to move before November 10th for the most preferential options for storing their boat**. It is mandatory that boats move to the new dry storage lot by November 24, 2025 at 6:00PM.** The Ventura Port District will not be moving your vessel or reimbursing for the transfer to Dry Storage Lot 19A at Harbor and Schooner. The Present Dry Storage lot fence and gates will be taken down November 25, 2025; thus vessels not moved into Lot 19A by the mandatory move will be left unsecured. **Ventura Port District is NOT recommending or stating, sailing vessels and catamarans should travel with mast up to their destination.**

Billing: The new pricing rates will be implemented on January 1, 2026. The new rates were sent to your billing address in November of 2024 and are included in this information package. Security deposits on file will be transferred to your account with the updated agreement. A line item will be added to your January statement to bring your security deposit up to the required amount of one month's space rent.

All vessels in the Dry Storage lot have been measured by the Ventura Port District Staff. Space sizes and pricing are based on the size of the space, not your vessel. Vessel over all length must not exceed the assigned space.

Starting February 1, 2026 your monthly bill be sent digitally, emailed to the account on file only. The District will no longer be mailing physical copies of bills after January. Keep in mind that the Dry Storage payment is due on the 1st, late after the 5th and a late fee of $25 will be charged after the 10th of the month.

If you have further questions, the Dockmasters can be contact vis email at courtesypatol@venturaharbor.com or via phone at 805-644-0169.

VENTURA
PORT DISTRICT
Established 1952

NOTICE FOR NEW DRY STORAGE PERMIT AND APPLICATION

Thank you for your interest regarding the Ventura Port District's Dry Storage Facility located at Lot 19A Harbor and Schooner. This facility is presently taking names and boat information for an ongoing waiting list. To receive information on this Dry Storage facility or to be placed on the waiting list contact the Dockmaster at (805) 649-1169 or via email at Coutesypatrol@venturraharbor.com

The Dry Storage application is available on the following web site: www.venturaharbor.com.

Below is our schedule of fees per space sizes:

New VPD Dry Storage Rates

Length (ft)	Rate per Mo
18 X 10	$115
21 X 10	$130
25 X 10	$150
30 X 10	$165
35 X 10	$190
KAYAKS	$15

Feel free to contact the office with any questions.

Ventura Port District

1603 Anchors Way Drive Ventura, CA 93001
Tel: (805) 644-1196 or (805) 218-4888
rweinerth@venturaharbor.com

VENTURA PORT DISTRICT DRY STORAGE RULES & REGULATIONS

NOTE: *These Rules & Regulations apply to the use of all boat storage areas and all users of the Ventura Port District's ("District") dry storage facilities identified below. These Rules & Regulations are incorporated into and made a part of the Ventura Port District Dry Storage Permit for Permittee's use of a boat storage area at the District's dry storage facility at 1171 Schooner Drive (Parcel 19A), located at the corner of Harbor Blvd. and Schooner Drive (collectively, the "Dry Storage Facility"). In addition to these Rules & Regulations, all persons using the Dry Storage Facility must comply with all applicable Federal, State, and local laws & ordinances.*

1. **VESSEL INSPECTIONS & MEASURING**
The District reserves the right to inspect all vessels to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations. Stored vessels, trailers, and equipment may be re-measured by District Staff at any time to determine their correct overall length.

2. **NOTIFICATION OF UNSAFE CONDITIONS**
Permittees shall promptly notify the District of any unsafe or hazardous condition that comes to their attention. Permittees should call the Dockmaster at (805) 218-4888 to report any unsafe conditions.

3. **HAZARDOUS ACTIVITIES**
All high-risk fire hazards, including but not limited to, refueling vessels or performing welding activities at the Dry Storage Facility, are strictly prohibited.

4. **DISCHARGES FROM VESSELS/DISPOSAL OF LIQUIDS**
NO person occupying the Dry Storage Facility shall throw, discharge, or deposit any refuse matter, oil, spirits, or flammable liquid onto the Dry Storage Facility premises. All oil waste, paint solvents and other such chemicals must be disposed of in receptacles specifically designed for such waste and never in trash bins or other areas that are not labeled for disposing of such materials, in compliance with U.S. Environmental Protection Agency regulations. No person shall leave petroleum-based products, oil containers, or any of the liquids mentioned above in improper storage containers in, around, or under any boat stored at the Dry Storage Facility.

5. **DAMAGE TO DRY STORAGE FACILITY**
Permittee will be held responsible for any damage to the Dry Storage Facility and/or structures caused by the Permittee, or Permitee's guests, contractors, employees, and/or agents.

6. **REPAIR OF DAMAGES CAUSED BY PERMITTEE**
Damage to the Dry Storage Facility premises and/or structures upon it caused by Permittee, or their guests, contractors, agents, and/or employees will be repaired or corrected solely by the District at the expense of the Permittee responsible for that damage.

7. **OFFENSIVE OR HARMFUL CONDUCT**
Disorderly, destructive, or inappropriate conduct by Permittee, or Permittee's guests, contractors, employees, and/or agents that might injure a person, disturb other Permittees, cause damage to the Dry Storage Facility or structures upon it, or harm the reputation of the District shall be just cause for immediate expulsion and termination of the Permittee's Permit.

8. **SOLICITATIONS**
NO person may solicit business or offer for sale any goods, wares, merchandise or services, or solicit orders for such sales on or immediately surrounding the Dry Storage Facility premises.

9. **POSTING OF SIGNS**
NO signs, including advertising signs or "for sale" signs, may be posted aboard any vessel or in any boat storage area at the Dry Storage Facility.

10. **RESPONSIBILITY FOR DAMAGES**
The District is not responsible for any losses or damage to vessels or personal property at the Dry Storage Facility. Each Permittee will be held responsible for any damage the Permittee, Permittee's guests, contractors, agents, employees, or the Permittee's vessel may cause to any other vessel or personal property stored or located at the Dry Storage Facility.

I HAVE READ AND ACCEPT ALL THE TERMS ON THIS PAGE _____

11. **MAINTENANCE OF BOAT STORAGE AREA AND CONDITION OF VESSEL AND TRAILER**
Permittee shall maintain Permittee's assigned boat storage area, and the immediate surrounding area, in a neat, clean, and unobstructed condition at ALL times. Should it become necessary for the District to maintain the Permittee's assigned boat storage area in this required condition, it will be done at Permittee's expense. Additionally, Permittee shall keep his or her vessel and trailer in operable, clean, and neat condition at all times it is stored at the Dry Storage Facility, and there shall be no peeling paint, broken boat parts, flat tires, leaking fluid, trash, cracked windows, or any other unsightly appearance of the vessel and trailer.

12. **DISPOSAL OF REFUSE**
Permittee shall not deposit any of the following into any garbage can or other receptacle located in the Dry Storage Facility: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials; (2) vessel parts, including but not limited to, engine machinery parts, interior parts, fastenings or upholstery; and (3) any item weighing over 20 pounds.

13. **PETS**
NO pets are allowed at the Dry Storage Facility, except for service animals, to the extent permitted by State or Federal Law. Any authorized service animals must be on a leash at all times they are on the Dry Storage Facility premises.

14. **NO LIVEABOARDS OR OVERNIGHT OCCUPIED VESSELS**
Permittees are prohibited from sleeping in vessels stored overnight at the Dry Storage Facility or using their stored vessel as a place of habitation for any period while it is stored at the Dry Storage Facility.

15. **VEHICLE PARKING**
Permittees are not allowed to use their assigned boat storage area for parking vehicles, other than for temporary periods of time when immediately engaged in the process of using a vehicle to move or transport a stored vessel to or from a Permittee's boat storage area.

16. **WORKING ON VESSEL**
NO Permittee or person shall conduct or perform or cause to be performed any repairs, alterations, maintenance or other work upon any vessels in any manner which would cause or tend to cause any material or substance, including but not limited to, paint, oil, or other petroleum products, dirt, paint sandings or chips, wood sandings or other residue or debris, to enter into the waters of the Ventura Harbor, or to be deposited onto the Dry Storage Facility premises or upon any vessel, dock, structure, or property of another located at the Dry Storage Facility.

17. **FLAMMABLE MATERIALS**
Neither Permittee nor anyone acting on Permittee's behalf shall burn anything or use flammable materials at the Dry Storage Facility. Permittee agrees NOT to store any flammable materials on or around the Permittee's vessel or boat storage area. The District assumes no responsibility for the protection or safety of Permittee's personal property, including but not limited to, belongings kept by Permittee in or on the Permittee's vessel or trailer.

18. **NOISE AND CONDUCT**
Permittee shall not make or allow Permittee's guests, contractors, agents, or employees to make or produce any disturbing noise while within the Dry Storage Facility, nor shall Permittee permit these persons to engage in any conduct that will interfere with the rights, comforts, or convenience of others. The activities and conduct of Permittee and/or Permittee's guests, contractors, agents, or employees while on the Dry Storage Facility premises must be reasonable at ALL times. Each Permittee assumes FULL responsibility for Permittee's guests, contractors, agents, and/or their employees' conduct, and each Permittee agrees to be held jointly and severally liable for all consequences of these persons' actions or misconduct.

Permittees shall be respectful and mindful of the Ventura Harbor Community-Mobile Home Park tenants directly adjacent to the Dry Storage Facility located at 1171 Schooner Drive.

19. **STORAGE OF EQUIPMENT**
Permittee shall not store or leave any items on or around their vessel or below or around their boat storage area. Permittee's vessel and trailer shall not be used for the storage of (i) equipment not being used on their vessel or (ii) non-boat-related items. Additionally, kayaks and paddle boards are not permitted to be stored on, around, or on top of Permittee's vessel or trailer.

20. **TARPS**
Tarps used to cover the Permittee's vessel must be of commercial manufacture, must be kept in clean and good condition, and must be replaced if discolored, torn, or if mold, mildew, or moss is present. The vessel's CF registration number must remain clearly visible on either the tarp or another location, so it is easily readable by a Dry Storage Facility Inspector.

I HAVE READ AND ACCEPT ALL THE TERMS ON THIS PAGE _____

21. **COMPLIANCE WITH AND INCORPORATION OF LAWS**

Permittee is responsible for becoming familiar with and complying with all applicable Federal, State, and County statutes, ordinances, and regulations pertaining to recreational vessels (and commercial vessels if such use is permitted by the District), including but not limited to, those laws governing the operation, maintenance, responsibility, liability, and taxation of vessels.

22. **ENTRY TO STORAGE AREA FOR REPAIRS, UTILITY SERVICE WORK, ETC.**

The District's employees and designated agents may enter any boat storage area without notice, for any business or operational reason it deems appropriate, including but not limited to, effecting repairs, upgrading or otherwise altering utility services or District structures, and exhibiting boat storage areas to prospective Permittees, contractors, or lenders. Permittee shall not be entitled to a refund or any other compensation for any inconvenience caused by any interruption or reduction in utility services occurring, during, or because of such activities. The District reserves the right to reassign Permittee to another boat storage area within the Dry Storage Facility, as needed, and to physically relocate Permittee's vessel, trailer, and property to that new boat storage area in the Dry Storage Facility without advance notice to Permittee. The District may restrict hours of operation as it deems necessary for the safety of the Dry Storage Facility, which may include limiting entry to daylight hours or requiring advance notice from Permittee to gain access to the Dry Storage Facility after dark.

23. **KEY CARDS AND PARKING PASSES ARE NON-TRANSFERABLE**

Permittee shall not transfer their Dry Storage Facility key cards and/or parking passes to anyone, and a transfer of either will be considered a violation of the Permit's terms and will result in the termination of the Permit. Parking passes are for the Permittee only and are only to be used at (i) the launch ramp while launching stored vessels or (ii) the Dry Storage Facility in the designated parking spaces while Permittee's are checking on stored vessels inside the Dry Storage Facility.

24. **DRY STORAGE SPACE NON-TRANSFERABLE**

Permits and assigned boat storage areas are non-transferable. If the Permittee's vessel is sold while it is stored in a boat storage area, the selling Permittee's Permit terminates, and the vessel's new owner must submit a new Dry Storage Facility application to the District and obtain a new Permit for the continued use and occupancy of the transferring Permittee's boat storage area or an alternative space. District may, in its sole discretion, refuse to provide such a permit.

25. **RIGHT TO REFUSE SERVICE**

The District reserves the right to refuse service to Permittee or any person using foul language, displaying abusive or disruptive conduct, or disturbing the peace of others, including other Permittees, customers, and District Staff, on or around the Dry Storage Facility.

26. **VIOLATION OF RULES AND REGULATIONS**

Permittee's repeated or continuous violation of these Rules & Regulations shall be just cause for immediate termination of the offending Permittee's Permit to store the Permittee's vessel at the Dry Storage Facility.

_____

PERMITTEE'S PRINTED NAME

_____ _____

PERMITTEE SIGNATURE **DATE**

I HAVE READ AND ACCEPT ALL THE TERMS ON THIS PAGE _____

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 and is by and between _____ "PERMITTEE" and the VENTURA PORT DISTRICT, hereinafter referred to as "District".

1. District, in consideration of the Permittee's full performance of the terms and conditions of this permit ("Permit"), grants to Permittee the privilege to store one (1) vessel on one (1) trailer Ventura Port District Dry Storage Facility located at 1171 Schooner Drive (Parcel 19A) at the corner of Harbor Blvd. and Schooner Drive. Space # _____

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 and until either party gives 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 (REFER TO ARTICLE V.)

1. Permittee shall, prior to the Permit's commencement date, pay District **(i)** a security deposit equivalent to one (1) month of storage/rental fees (the amount in Section 2.01(2)); and **(ii)** if the Permit's commencement date is not the first day of a new month, the amount of rent due for Permittee's first partial month, prorated on the basis of the number of actual days in that first month.

2. Permittee shall pay District the sum of $_____ per month for use of the assigned boat storage area identified in paragraph (1) one above and assigned key card #_____. Said rental fee shall be due and payable on or in advance of the first day of each new calendar month. Permittee will be charged a $50.00 (non-refundable) fee for each additional key card or a replacement card (due to loss or damage).

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 the District after the fifth (5th) of each month. District's acceptance of a late payment charge shall in no event constitute a waiver of Permittee's default with respect to that overdue amount, nor prevent District from exercising any of the other rights and remedies granted under this Permit.

(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 in this Permit.

(B) ACCLERATION OF DEBT

If Permittee fails to pay rent by the fifth (5th) day of any new month, pursuant to the terms in Article V, at the discretion of the District, the Permittee's security deposit may be applied against the amount of rent owed for that month and the late payment charge, and the Permit may be cancelled.

SECTION 2.02 DEFAULT AND DELINQUENCY

1. If Permittee is in default for failing to pay rent or for any other reason and that default cannot be cured, Permittee will have seven (7) days from the date Permittee is deemed to receive District's notice of Permittee's termination for default (under Section 8.03) to remove their vessel, trailer, and all personal property from their boat storage area within (7) days.

2. If Permittee fails to remove these items within seven (7) days, the District may move these items to an area where Permittee does not have access and either (i) assess storage fees and temporarily store these items at the Permittee's cost; or (ii) dispose of these items in any other way that is authorized by law or this Permit.

3. Permittee's vessel, trailer, and personal property shall be subject to a claim of lien and may be sold to satisfy that 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 shall also be liable for all costs and expenses incurred by District 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 of Permittee's vessel/trailer. These 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 repairs, or painting of any type, to the exterior or interior of the Permittee's stored vessel in or adjacent to the boat storage area.

2. Permittee, may, however, make minor repairs to the interior of the Permittee's vessel.

SECTION 3.02 PARKING

1. Vessel parking is prohibited in all areas of the Dry Storage Facility other than within the Permittee's assigned space. Permittee is responsible for ensuring the Permittee's vessel and trailer are placed in the Permittee's 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 Permittee's assigned boat storage area, Permittee will receive a warning notice and/or a citation. Additionally, if Permittee's vessel or trailer is in another Permittee's space or they are obstructing the storage lot's driveways or gates, the obstructing vessel and/or trailer may be cited and/or towed from their obstructing location at the Permittee's expense.

3. Long-term vehicle parking inside the Dry Storage Facility lot is prohibited (this includes vehicles parked in a Permittee's assigned boat storage area in place of the Permittee's vessel and trailer) and vehicles parked in a Permittee's boat storage area will be cited and/or towed at the Permittee's expense.

4. Receiving three (3) or more warning notices and/or citations for violations of this Section 3.02 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 within the boat storage area on a permanent basis are blocks for the wheels of a 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 Permittee shall, within ten (10) days of District sending Permittee an invoice for the cost to repair such damage, reimburse District for those costs.

    3.1 A Permittee's failure to follow any requirements under this Section 3.03 will be grounds for termination of this Permit.

SECTION 3.04 PERMISSION TO RELOCATE

The District reserves the right to reassign any Permittee to another boat storage area within the Dry Storage Facility, as needed, and to physically relocate Permittee's vessel, trailer, and property to that new boat storage area in the Dry Storage Facility without notice to Permittee. District will, 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 their vessel's 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 Permittee's vessel and trailer 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 their 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 immediately surrendered.

2. The new owner of the vessel and trailer may apply to the District for a new permit for the preceding Permittee's boat 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 Permittee's vessel and trailer.

2. If, upon or after a title transfer, the transferring Permittee or NEW owner fails to remove the transferred vessel and trailer, the District may remove the vessel and trailer at the Permittee's expense.

(C) DEBTS OF PERMITTEE ARE NOT LIMITED NOR TRANSFERABLE

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

ARTICLE V. CONDITIONS OF SECURITY DEPOSITS

Permittee shall, prior to the commencement date of this Permit, pay the District a security deposit equivalent to one (1) month of storage fees/rent (as stated in Section 2.01(2) above).

SECTION 5.01 DEPOSIT AND RENTAL RATE CHANGES

1. If the Permittee's current rental rate is increased, the Permittee's security deposit will be increased proportionately.

2. Following notice of a rental rate increase, Permittee shall pay the District the additional amount required to proportionately increase the security deposit to the correct sum on or before the first day of the month the rental increase is due and payable. Permittee shall be considered in default of this Permit if a required increase to their security deposit is not paid on or before the first day of the month the rental increase is due. A default under this Section 5.01 shall also be grounds for termination of this Permit.

SECTION 5.02 DEDUCTIONS OF OBLIGATIONS

1. The Permittee's security deposit shall be used (i) to pay delinquent rent not paid by Permittee within any applicable notice and cure period, if any, and (ii) to cover any damage to the boat storage area or Dry Storage Facility premises that is caused by Permittee or Permittee's agents, including but not limited to, any costs incurred by District to clean and restore the premises during the Permit term and upon termination of this Permit.

2. A fee of $25.00 will be withheld from the Permittee's security deposit for each purchased Key Card that is NOT returned upon vacating the Permittee's boat storage area at the end of the Permit period.

3. Notwithstanding the security deposit requirement, Permittee remains responsible for the cost of any damage 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 Permittee's 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 or its authorized agents 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. That insurance shall be primary to and not conflicting with any other insurance or self-insurance programs maintained by District, and that 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 (and copies of any required endorsements) shall be delivered to:

Ventura Port District
1603 Anchors Way Drive
Ventura, CA 93001

1. Certificate(s) of insurance coverage satisfactory to District, and a copy of an Additional Insured endorsement confirming District and its Agents (defined in Section 7.06) have been given insured status under the Permittee's General Liability policy, shall be delivered to District at the address shown above and provided prior to commencing vessel storage at the Dry Storage Facility under this Permit.

2. 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 policy at any time.

3. 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 endorsement forms required by District.

4. All insurance coverage required under this Section 7.02 is to be provided by an insurance company acceptable by the District with a current Best's Insurance Guide rating of A-VII or better, unless otherwise approved by the District.

5. 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, their insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions of this Section 7.02.

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 may immediately suspend or terminate this Permit. District, as its sole discretion, may obtain damages from Permittee resulting from a breach of this Section 7.03.

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 shall also notify District of any 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

If Permittee fails to comply with any of the indemnification or insurance requirements in this Permit, and that failure to comply results in any costs to the District, Permittee shall be responsible for repaying all costs incurred by the District as a result of Permittee's noncompliance.

SECTION 7.06 COVERAGE REQUIREMENTS

(A) WATERCRAFT LIABILITY INSURANCE

Permittee is required to maintain Boat/Watercraft Liability insurance providing coverage for legal liability resulting from the ownership, maintenance, or use of insured watercraft while stored ashore, which shall also 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 for general workers compensation liability of $1,000,000 which covers statutory liability to temporary shore-based workers if they become injured aboard the Permittee's stored vessel.

3. Pollution Coverage: If Permittee's vessel will be stored at the Dry Storage Facility with fuel at any time, Permittee shall carry Pollution Coverage at a per occurrence coverage limit of at least $300,000.

4. Additional Insured Status and Scope of Coverage: The "Ventura Port District," and its "elected officials, officers, agents, employees, and volunteers" (collectively, "District and its Agents") shall be provided additional insured status under Permittee's Watercraft Liability policy with respect to liability arising out of Permittee's activities and use of the District's Dry Storage Facility. District and its Agents' 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 and its Agents as an additional insured, even if they exceed the District's minimum required insurance specifications in this Permit. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the insurance requirements in this Permit.

5. Waiver of Subrogation: All insurance policies required under this Permit 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 Permittee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

6. The limits of insurance in Article VII do not limit the Permittee's indemnification obligations in Article VIII.

(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 herby releases and discharges District from all claims, demands, and legal actions by Permittee for loss of or damage to Permittee's property arising from or connected with Permittee's use of the Dry Storage Facility or any District property pursuant to this Permit.

2. Permittee shall indemnify, defend (with counsel approved by District), and hold harmless the District and its Agents (defined above) 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 in connection with: (i) any damage, injury, accident, incident, or property damage (including damage to

Permittee's property) caused by Permittee's conduct or use of the Dry Storage Facility or any District property pursuant to this Permit; (ii) any breach or default in the performance of any obligation on Permittee's part to be performed under this Permit's terms; or (iii) any act, fault, omission, or negligence of Permittee or any partner, affiliate, officer, agent, employee, contractor, guest, licensee, or invitee of Permittee.

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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.***"

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

SECTION 8.02 SEVERABILITY, TERMINATION OF PERMIT RIGHTS, ADDENDA, AND REMOVAL OF PROPERTY

1. District may, from time to time, promulgate and circulate rules and regulations regarding the use of the boat storage area, including the Rules & Regulations attached to this Permit 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 in this Permit or the Rules & Regulations governing the use of the boat storage area shall not be deemed a continuing waiver or a waiver of any other provision or regulation.

2. District may terminate this Permit at any time and without prior written notice, in the event of Permittee's violation of any law, rules, regulations, signs, or the lawful instructions of District. If this Permit is terminated by District, Permittee shall pay or reimburse all: (i) costs for removing their property from the Dry Storage Facility; (ii) unpaid rent and boat storage fees; and (iii) attorneys' fees and any other costs incurred by District because of the termination of Permittee's Permit.

3. On or before the expiration or termination of this Permit, Permittee, at Permittee's sole cost and expense, shall: (i) remove their vessel, trailer, and all other items of personal property from the boat storage area and Dry Storage Facility; (ii) restore the boat storage area to a comparable condition as that which existed prior to use by Permittee; and (iii) deliver to District all keys, key fobs, and parking permits issued to Permittee during the Permit term.

    3.1 Should Permittee fail to (i) remove their vessel and trailer, together with items of personal property, or (ii) restore their boat storage area to a comparable condition as that which existed prior to use by Permittee, the District may, in addition to pursuing other legal remedies, remove Permittee's vessel, trailer, and personal property from the Dry Storage Facility and restore Permittee's boat storage area to a comparable condition as that which existed 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 that is 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

Any notice required or permitted under this Permit shall be given in writing and shall be deemed effectively given (a) immediately upon personal delivery; (b) one day after deposit for overnight delivery; or (c) four (4) days after deposit in the United States Post Office by registered or certified mail, with postage and fees prepaid. Notices shall be sent to the following addresses and contacts:

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 in accordance with the above requirements. Permittee agrees to keep District advised of Permittee's current address and any alternate address.

SECTION 8.04 Miscellaneous Terms

1. All liabilities of Permittee which may have been accrued under this Permit, all representations and warranties, and all indemnity and defense obligations of Permittee shall survive and be enforceable by District following the expiration or sooner termination of this Permit.

2. This Permit, the District's Rules & Regulations governing use of the Dry Storage Facility, and the District's Permit application, constitute the entire understanding between the Permittee and District with respect to Permittee's use of the Boat Storage Area and other District facilities,

superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Permit may only be amended in a writing signed by District management.

3. This Permit shall be interpreted in accordance with the laws of the State of California. Time is of the essence with respect to all provisions of this Permit that specify a time for performance. This Permit may be executed in any number of counterparts, facsimiles, PDFs, photocopies, original or electronic counterparts, including DocuSign, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Each party agrees, after this Permit is executed, to sign and provide any additional documents required to implement its terms.

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 FACILITY

By: _____

Title: _____

VENTURA PORT DISTRICT DRY STORAGE

PERMIT APPLICATION FORM

FOR OFFICE USE ONLY

Lot: _____SPACE #: _____SIZE: _____ RATE: _____ KEY CARD # :_____ SECURITY DEPOSIT: _____ PAYMENT: _____

HARBOR EMPLOYEE LOA: _____ HARBOR EMPLOYEE APPROVAL: _____ DATE: _____

PERMITTEE INFORMATION

First Name:	Last Name:	Middle Initial:

Marital status:	Spouse's First Name:	Spouse's Last Name:

Address:	City:	State:	Zip:
P.O. Box:	City:	State:	Zip:
Home Phone #:	Cell Phone #:	Other #:	

Driver's License #:	Social Security #:	Email:

SEND BILL TO: ☐ **RESIDENCE** ☐ **P.O. BOX** ☐ **BUSINESS**

BUSINESS INFORMATION

Business Name:	Business Phone #:	Business Fax #:	
Address:	City:	State:	Zip:

IN CASE OF EMERGENCY

Name of friend or relative (not living at same address)	First Name:	Last Name:
Relation to Applicant:	Home Phone #:	Cell Phone #:

VESSEL INFORMATION

Vessel Name:		CF #:	Doc #:
Year:	Model:	Material:	Builder:
Type of Vessel: ☐ Power ☐ Sail ☐ Other		Expiration of Reg./Doc:	
Hull ID No:	Trailer Make:	Trailer License Plate:	
Measurements:	BOAT LENGTH:	LOA*:	

***(LOA MEANS LENGTH OVERALL INCLUDING PERMANENTLY ATTACHED AND FUNCTIONAL OVERHANGS INCLUDING TRAILER)**

I attest that my vessel and trailer have been measured and the overall length of the vessel, including all permanently affixed and functional overhangs (anchor roller, swim step, bowsprit, etc.) including trailer is stated under LOA.

I understand the Ventura Port District measure boats on a continuing basis, and should a discrepancy be discovered, my permit is subject to cancellation or modification with no recourse.

_____ I understand that I cannot store items in or around my boat storage space.

_____ I understand I must maintain my vessel/trailer (i.e., inflate tires, maintain covers, water in boat) while in the storage yard.

_____ I understand that I cannot perform any maintenance work in the storage yard.

X

Signature Date