

LMNRA GUEST SERVICES, LLC

MOORAGE LICENSE AGREEMENT

Wet Slip No. _____ Buoy No. _____ Dry Storage No. _____ Account No. _____ Agreement No. _____

Licensee: _____ Authorized Users: _____
Residence Address: Street: _____ Driver's License State of Issuance and #/ Expiration: _____
City: _____ State: _____ Zip Code _____
Residence Phone No. _____ Business Phone: _____ Cell Phone: _____
Boat Description: Manufacturer: _____ Type: _____ Color: _____
Boat Name: _____ Registration No. _____ VHP: _____
Type of Power: I.O.: _____ I.B.: _____ O.B.: _____ Jet: _____
Boat Length: _____ Beam Width: _____
Make of Motor: _____ Horsepower: _____
(a) Legal Owner(s)/Lien Holder _____ (b) Registered Owner: _____
Legal Owner/ Lien Holder, Register Owner - Address/Street: _____ City: _____
State: _____ Zip Code _____

Insurance MUST include our Entity as additionally Insured. The minimum liability of Insurance is \$300,000 and must be turned in no later than 15 days from Contract Agreement Start Date (preferably insurance is available when signing this contract). Failure to comply negates this Contract and your vessel will be moved

Agent: _____ Policy Number: _____
Boat Trailer License Number: _____ Manufacturer Serial Number: _____

In Case of Emergency and you cannot be contacted, please provide name, phone number, relationship of the person you want notified:

Contact: Name: _____ Phone Number: _____ Relationship: _____

ANY CHANGES AFFECTING THE ABOVE INFORMATION SHALL BE REPORTED TO THE MARINA IMMEDIATELY.

TERMS OF LICENSE AGREEMENT:

Start Date of License Agreement: _____ or Prorated Date of Agreement Start Date: _____ Prorated Payment Amount: _____

First Full Month Under License Agreement: _____

SLIPS ARE RENTED ON A MONTH TO MONTH BASIS. SUBLEASING IS NOT PERMITTED.

INITIAL PAYMENT:

Initial Payment (Must Accompany Signed Agreement)

| | |
|---|-----------------|
| Number of Advance Payments Included in Initial Payment: # _____ | \$ _____ |
| The Last Month's Deposit Due Upfront: _____ | \$ _____ |
| Key Deposit: _____ | \$ _____ |
| Pre-Payment Amount Totaled: | \$ _____ |

_____ Late Fee Amount (based on Location) is considered late after the _____ day of the month.

PLEASE INITIAL TO ACKNOWLEDGE THESE TERMS. LICENSEE'S INITIALS: _____

MONTHLY PAYMENT SCHEDULE:

| | | |
|---|--------------------------|-----------------|
| Moorage Payment Per Month: _____ | \$ _____ | |
| Dock Box Payment Per Month: _____ | \$ _____ | |
| Other Per Month: _____ | \$ _____ | |
| There is a \$35.00 fee for all returned Checks | Total Payment Due | \$ _____ |

Payments greater than 90 days late are subject to loss deposit and/or vessel depending on park rules & regulations.

PLEASE INITIAL TO ACKNOWLEDGE THESE TERMS. LICENSEE'S INITIALS _____

Rental Fees Subject to Change Upon 30 Days Written

Notice from Concessioner

Today's Date: _____ Licensee's Initials: _____

Water Slip No: _____

Land Storage No: _____

Your First Monthly Payment is due commencing the first day (Month), which is: _____ and Every Month Following Thereafter:

Commencement Date: _____

Total Monthly Fees: _____

Licensee confirms the information provided is true and correct and agrees to all of the terms of this agreement

LICENSEE: A copy of your driver's license will be taken.

MARINA:

By: _____

By: _____

Date Signed: _____

Date Signed: _____

PLEASE INITIAL TO ACKNOWLEDGE THESE TERMS. LICENSEE'S INITIALS _____

The undersigned ("Licensee") hereby accepts from LMNRA Guest Services, LLC (hereinafter the "Marina"), a license to use the slip or space designated in this Moorage Agreement (this "Agreement") for the period of time specified herein, in accordance with the terms and conditions in this Agreement. In consideration of the covenants and agreements contained herein, Licensee hereby agrees as follows:

1. This Agreement is for the use of Wet Slip No: _____ or Dry Storage No: _____ (the "Space") only for mooring of the boat with registration No: _____, as further described on the front page(s) of this form (the "Boat"). The Space shall be used at the sole risk of Licensee. Subject to the terms of this Agreement, the Marina will neither be liable nor responsible for the safety, care, custody, control, or protection of the Boat (including gear, equipment and its contents), or for any loss or damage thereto. The Marina shall not be responsible for injuries to persons or property occurring as a result of the negligence or misconduct of such persons on or around the Marina's floats, slips, walks, gangways, ramps, mooring gear or other Marina equipment or facilities, including the Space, involved in the mooring of the Boat ("Moorage Property").
2. Unless otherwise provided in this Agreement, 30 days' notice is required in writing to terminate this Agreement. Initial that you will give us this notice in advance of vacating and that all fees, charges, and tariffs will be paid before removing the Boat or any other property from the Marina. The final month deposit paid up front to the Marina will be used as Licensee's final month's rent, and is not refundable or transferable. If Licensee shall hold over or fail to remove the Boat after expiration of the term of this Agreement, the Agreement shall, at the Marina's option, be deemed to be renewed for the same period on the same terms and conditions. If the Marina shall elect not to so renew the Agreement, Licensee shall, after being given written notice by the Marina, be liable to the Marina, in addition to any and all other amounts due under this Agreement, for double the dockage amount due under this Agreement until the Boat is removed, as well as the costs and expenses incurred by the Marina in removing the Boat, including but not limited to reasonable attorneys' fees and costs. [Note that for Temporary Moorage Agreement form (30 days or less), this provision is not necessary.]

PLEASE INITIAL TO ACKNOWLEDGE THESE TERMS. LICENSEE'S INITIALS _____

3. Licensee agrees, and shall cause Licensee's Guests (as defined below), to abide by the laws, rules and regulations of all municipalities, counties, states, federal agencies and maritime authorities governing the Marina and surrounding recreational areas as the same now exist, or as amended from time to time, and also agrees, and shall cause Licensee's Guests, to abide by the Marina's Rules and Regulations (the "Marina's Rules") attached hereto as Schedule A, which are incorporated herein by reference. The Marina's Rules may be amended from time to time and such amendments shall be effective seven (7) calendar days after posting by the Marina. Any violation or breach of such laws, rules and regulations, including those set forth in the Marina's Rules, or failure to pay when due the fees, charges, payments or tariffs contemplated in this Agreement, shall constitute a material breach of this Agreement.
4. Licensee has examined the Space and surrounding premises, knows the condition thereof, and acknowledges receipt of the Space in good order and repair. Licensee agrees to keep and maintain the Space and surrounding premises in a clean and sanitary condition at all times, and upon the termination of this Agreement, shall surrender the same to the Marina in the same condition as when received. Under no circumstances, nor at any time, shall Licensee change, modify or alter any Moorage Property or any other property owned by the Marina. Boat baths of any kind are prohibited. Licensee shall not install or place any personal property, equipment, dock boxes, lockers, etc., of any type or shape on the Moorage Property. If Licensee has a need for additional storage space, such as a dock box or locker, then such space, subject to availability, must be rented from the Marina for a rental fee payable to the Marina.
5. Licensee warrants that the Boat is used for pleasure only and not in any commercial undertaking or for rental. Licensee also agrees to vacate the Space upon written notice, whenever the Boat is used for any activity other than pleasure.
6. Licensee shall secure the Boat in the Space with proper lines tied and secured at all times, to ensure the Boat will be secure in all weather conditions. Under no circumstances, nor at any time, is the Marina obligated to protect the Boat, nor is the Marina obligated to take action or perform any services with respect to the Boat. The Marina may, however, at any time take such action and perform such services with regard to the Boat as in its sole discretion it shall deem necessary or appropriate for the proper operation of the Marina or to protect the Marina or the property of others, including but not limited to, moving the Boat from the Space in an emergency. Neither the Marina nor any of its personnel shall be liable for loss or damage to the Boat or other property occurring before, during or after such action is taken or such services are performed, or for failure to provide the same. LICENSEE SHALL PAY FOR ALL ACTIONS TAKEN AND SERVICES PERFORMED AND FOR GOODS OR MATERIALS USED IN ANY WORK DONE, WHETHER EMERGENCY OR OTHERWISE, IN AN EFFORT TO PROTECT OR SAFEGUARD OTHER BOATS, THE MARINA OR PERSONS FROM DAMAGE BY THE BOAT, REGARDLESS OF THE SUCCESS OF SUCH EFFORTS. Under no circumstances shall the Marina be held liable for any personal injury, death or property loss or damage occasioned by fire, storm, theft, winds, acts of God or any other force or event beyond the Marina's control
7. The Marina is not an insurer of, nor is it responsible for, the Boat or the property or person of, Licensee, Licensee's guests, family members, invitees, passengers or any other persons at the Marina on Licensee's account (collectively, "Licensee's Guests").
8. Licensee is responsible for, and hereby indemnifies and holds harmless the Marina and its affiliates (including LMNRA Guest Services, LLC and all other persons or entities controlling, controlled by or under common control with, LMNRA Guest Services, LLC), their principals, directors, officers, agents, employees, representatives, members, stockholders, owners and volunteers, and their insurers, if any (collectively, the "Releasees"), for and from any and all claims, suits, actions, damages, liability or expenses (including attorneys' fees) arising from or in connection with any damage and/or loss to the Boat, others' boats, Marina property, other property and injuries (including death) to any person resulting from actions taken by Licensee or Licensee's Guests, or activities relating to the Boat, or Licensee's breach of any term of this Agreement.

PLEASE INITIAL TO ACKNOWLEDGE THESE TERMS. LICENSEE'S INITIALS _____

9. WITHOUT LIMITING ANY INDEMNIFICATION, RELEASE OR WAIVER HEREIN, LICENSEE HEREBY AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST THE MARINA AND THE OTHER RELEASEES RELATING TO, AND AGREES TO HOLD THEM HARMLESS FOR, ANY DAMAGE OR LOSS TO LICENSEE'S BOAT (INCLUDING GEAR, EQUIPMENT AND CONTENTS) OR TO THE TRAILER OF THE BOAT, WHETHER BY FIRE, THEFT, COLLISION, SINKING, DESTRUCTION, ACTS OF GOD OR SALVAGE, OR ENVIRONMENTAL DAMAGES NOT CAUSED BY THE MARINA, INCLUDING OIL AND GASOLINE SPILLS, OR ANY SIMILAR EVENTS AS DESCRIBED ABOVE.
10. WITHOUT LIMITING ANY INDEMNIFICATION, RELEASE OR WAIVER HEREIN, LICENSEE FURTHER AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST THE MARINA AND THE OTHER RELEASEES RELATING TO, AND AGREES TO HOLD THEM HARMLESS FOR, ANY INJURY TO LICENSEE OR TO LICENSEE'S GUESTS on or around the Moorage Property or any other Marina property or storage space, or any of the approaches thereto or exits therefrom, caused by Licensee's or Licensee's Guests' negligence or misconduct.
11. With respect to Licensee's use of the Space, under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence).

12. Licensee shall have in effect bodily injury, property damage and pollution insurance for the protection of the Marina and others with a minimum coverage limit of \$[300,000] per occurrence. Licensee shall, consistent with the terms herein, provide an original or a true and correct copy of a certificate of insurance (a "Certificate of Insurance") evidencing such coverage. LMNRA Guest Services LLC and the National Park Service SHALL BE LISTED AS AN ADDITIONAL INSURED WITH A WAIVER OF SUBROGATION IN FAVOR OF THE MARINA. The policy or policies obtained by Licensee as required hereunder shall be primary to any policy of insurance maintained by the Marina. A current Certificate of Insurance evidencing the required coverage shall be maintained on file with the Marina at all times during the term of this Agreement, and Licensee agrees it is Licensee's sole responsibility to ensure a current Certificate of Insurance is tendered to the Marina. The applicable insurance policies shall provide for thirty (30) or more days' notice to be given to the Marina in the event the policies are canceled or not renewed. Licensee agrees to provide written notice to the Marina of any change in insurance carrier, insurance agent or policy number within five (5) days of the occurrence of any such change.

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13. Dockage of the Boat is expressly conditioned upon its being equipped with an operable U.S. Coast Guard approved marine sanitation device if the Boat has such a device and upon capability of the Boat to navigate under its own power. Any vessel without such a device shall not discard human waste in the basin waters around the Marina. The Marina reserves the right to board and inspect the Boat prior to the execution of this Agreement and thereafter on a reasonable basis with notice to the Licensee so as to ensure compliance with these conditions. All vessels equipped with a holding tank shall be pumped out by Licensee at least once per month, unless completely empty.
14. This Agreement shall be deemed terminated if the Boat is declared by the Marina or any government agency to be unsafe and/or hazardous to itself, surrounding boats, or the Marina, or if with the Boat's presence there is a possibility of pollution to the waters in and around the Marina.
15. Should Licensee breach any terms or conditions of this Agreement or the Marina's Rules, or if Licensee fails to pay the charges, fees and tariffs contemplated herein as agreed; or if the Boat is declared unsafe or hazardous or with the Boat's presence there is a possibility of pollution, then the Marina may, among other actions to which it is entitled in admiralty, at law or equity, or under this Agreement, immediately terminate this Agreement and/or take the necessary action to relocate or remove the Boat from the water, if applicable, and place said Boat in dry storage with no liability to the Marina or Marina employees. IN ALL CASES OF THE MARINA RELOCATING OR REMOVING THE BOAT FROM THE WATER AND PLACING SAID BOAT IN DRY STORAGE, LICENSEE WILL BE RESPONSIBLE FOR ALL COSTS OF LABOR, SERVICES AND MATERIALS REQUIRED TO COMPLETE SUCH ACTION. LICENSEE WILL ALSO BE RESPONSIBLE FOR THE DRY STORAGE USE FEES ACCRUED BY LICENSEE UNTIL SUCH TIME AS LICENSEE REMOVES THE BOAT FROM DRY STORAGE. Licensee is the owner and title holder to the Boat and any and all vessels, watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle of Licensee stored with the Boat (collectively, the "Lien Property"), and this representation by Licensee is a material fact upon which the Marina relies and upon said reliance, the Marina has entered into this Agreement. Prior to the execution of this Agreement and on an annual basis thereafter, Licensee shall provide the Marina with a true and correct copy of the current registration and documentation applicable to the Boat.
16. This Agreement may be immediately terminated by the Marina under any one of the following conditions or as otherwise set forth in this Agreement:
- (a) due to the destruction of or damage to the Space or its related facilities by fire, storm, act of God, act of government, act of third parties, or any other calamity or from any other cause.
 - (b) in the event Licensee makes a bona fide sale of the Boat or removes the Boat to another location after notification to the Marina, payment of all accrued charges and satisfaction of all other obligations under this Agreement.
 - (c) for breach of any warranty, representation, agreement, or obligation contained in this Agreement.
 - (d) for failure to keep the Boat's registration current, or for failure to keep the required insurance for the Boat in effect.
17. Licensee is the owner and title holder to the Boat and any and all vessels, watercraft, engines, outboard motors, fittings, furnishings, trailers, furniture and tackle of Licensee stored with the Boat (collectively, the "Lien Property"), and this representation by Licensee is a material fact upon which the Marina relies and upon said reliance, the Marina has entered into this Agreement. Prior to the execution of this Agreement and on an annual basis thereafter, Licensee shall provide the Marina with a true and correct copy of the current registration and documentation applicable to the Boat.
18. Licensee hereby grants the Marina a contractual lien on the Boat and the Lien Property for any unpaid fees, charges, payments or tariffs under the terms and conditions of this Agreement or for repairs made or services provided by the Marina, and to the fullest extent permitted by applicable federal, state and maritime law, the Marina shall have the right to possession of the Boat and said Lien Property and to SELL AND DISPOSE of the same to satisfy any unpaid fees, charges, payments or tariffs herein. The contractual lien granted to the Marina by Licensee shall be governed under the terms and conditions of Arizona Revised Statutes Section 33-1023, Nevada State Statute NRS 108-710 and California Harbor & Navigation Code Sections 500-509 as well as any other applicable laws as appropriate (whether federal, state or municipal) in the event enforcement and foreclosure of this lien becomes necessary. Licensee hereby grants to the Marina a security interest in the Boat and the Lien Property to secure payment and performance of all liabilities, obligations covenants and conditions of this Agreement. Default in payment by Licensee in connection with any liability, obligation, covenant, or condition of this Agreement would constitute default. Upon default, the Marina may declare all liabilities and obligations of this Agreement due and payable, may board, move and possess said Boat and the Lien Property and seize and dispose of said Boat and the Lien Property through lien sale as provided under applicable state law referenced above.
19. The fees, charges, payments, and tariffs contemplated herein shall continue to accrue while the Boat and/or the Lien Property are held by the Marina. In the event that the Marina elects to foreclose the lien granted herein and obtain title, or otherwise sell the Boat and/or the Lien Property, Licensee hereby appoints the Marina as its attorney in fact to execute any and all documents necessary to transfer title to the Marina. Notwithstanding anything to the contrary in this Agreement, the Marina hereby retains all other rights and remedies and no action or inaction by the Marina shall constitute a waiver hereunder. Licensee agrees to pay all costs (including attorneys' fees) incurred in enforcing the Marina's rights hereunder, which, to the extent permitted by applicable law, may be recoverable against both Licensee and directly against the Boat and the Lien Property or the proceeds from any sale thereof

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20. (a) Without limiting any provision in this Agreement, the Marina shall have a lien against the Boat and the Lien Property for unpaid sums due under this Agreement, for the use of the Marina's facilities and services, and for damage caused in whole or in part by the Boat or by Licensee or Licensee's Guests to any person or Marina property. The Marina shall have a right to all remedies available to the Marina, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against the Boat as described under the Federal "Maritime Lien Act," 46 U.S.C. 31342 and Rule 9(11), Federal Rules of Civil Procedure. Licensee further consents to the appointment of the Marina as substitute custodian in any proceeding commenced by the Marina under this Agreement in U.S. District Court and agrees to pay the Marina for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshal for custodial services in such cases.
- (b) In the event any indebtedness hereunder is turned over to a collection agent, collection agency and/or collection attorney, Licensee will be responsible for all collection fees and costs as well as the principal balance and any taxes. In the case that a Boat is documented, the Boat could be subject to arrest and seizure as stated in the Federal "Maritime Lien Act," 46 U.S.C. 31342 for necessities (as defined in Title 46 of the United States Code).

(c) Without limiting any provision in this Agreement, Licensee agrees to pay all expenses and costs incurred by the Marina in enforcing any of the terms and conditions of this Agreement, including but not limited to, the cost of removal and storage of the Boat and any reasonable attorneys' fees and costs. Licensee expressly agrees that all legal expenses incurred by the Marina in the enforcement of rights under this Agreement, including rights to liens, maritime and otherwise, shall be paid by Licensee and may be included, at the Marina's option, in the amount of any lien, state or federal, which the Marina may have against Licensee, the Boat and the Lien Property. Further, if at the express or implied request of Licensee, written or oral, the Marina furnished, in addition to the use of the Space, any supplies, including fuel, maritime hardware, accessories or other goods or material, or performed services of any sort whatsoever, including repairs relating directly or indirectly to the Boat, the Marina has a right to a lien under state and federal law, including specifically a federal maritime lien, for charges applicable to such items to the fullest extent permitted by law, and the Marina shall be entitled to all other remedies available under state or federal law. All reasonable legal fees incurred by the Marina in obtaining payment of such charges, including legal fees incurred in any lien action, shall be paid by Licensee.

(d) In the event collection of unpaid sums is turned over to a collection agent, collection agency and/or collection attorney, Licensee will be responsible for the payment of the collection fees. Those collection fees are equal to 33 1/3 - 40% of the total amount due (33 1/3% if collected without litigation, or 40% if litigation is filed).

(e) Without limiting any provision in this Agreement, if litigation is required in the opinion of the Marina and collection of unpaid sums is placed with an attorney, Licensee shall be responsible for any fees and costs, such as collection fees, attorneys' fees, interest, court costs, pre-judgment and post-judgment fees, substitute custodian fees, Marshal's fees and any and all fees and costs of any kind associated with the collection of the unpaid sums plus any and all applicable finance charges.

- 21. a) Waiver of any condition by the Marina shall not be deemed a continuing waiver of the same or any other condition of this Agreement. This Agreement contains the entire understanding of the Marina and Licensee and no oral waivers, alterations or additions shall be honored unless mutually agreed to by both Licensee and the Marina in writing.
(b) THIS AGREEMENT CANNOT BE ASSIGNED OR TRANSFERRED BY LICENSEE. LICENSEE UNDERSTANDS THAT THE SPACE IS NOT TRANSFERABLE UPON SALE OF THE BOAT OR AT ANY OTHER TIME.

22. _____ COUNTY IN THE STATE OF: _____ SHALL BE THE SOLE AND EXCLUSIVE PLACE FOR JURISDICTION AND VENUE FOR RESOLUTION OF ANY DISPUTES UNDER THIS AGREEMENT. This Agreement shall be governed by the laws of the State without regard to its conflict of law principles or rules. This Agreement is subject to the rules, regulations, laws and other requirements applicable to the Marina, including as a National Park Service concessionaire under the National Park Service Commercial Services Program, if applicable.

PLEASE INITIAL TO ACKNOWLEDGE THESE TERMS. LICENSEE'S INITIALS _____

- 23. Any notice, consent, approval, offer or other communication required or permitted to be given pursuant to this Agreement must, unless otherwise stated herein, be given by letter delivered by prepaid certified first-class mail return receipt requested.

Licensee confirms the truthfulness of the information provided, agrees to all of the terms of this Agreement, and affirms that Licensee is the lawful owner of the Boat and is legally permitted and authorized to enter into this Agreement. If Licensee is a corporation or other business entity, the undersigned hereby represents that he or she is duly authorized to execute this Agreement on behalf of Licensee. Licensee hereby represents that this Agreement is binding and enforceable against Licensee in accordance with its terms.

By executing this Agreement, the undersigned in his or her individual capacity also personally guarantees payment of all fees and costs of whatever kind arising out of this Agreement and personally agrees to pay the Marina any sums of money which may become due if Licensee fails to pay such sums. This guarantee is a continuing and irrevocable guarantee for indebtedness and by executing this Agreement, the undersigned in his or her individual capacity knowingly waives (gives up) demand, protest and notice of default of non-payment.

PLEASE INITIAL TO ACKNOWLEDGE RECEIPT. LICENSEE'S INITIALS _____

MARINA:

LICENSEE:

Signature: _____

Signature: _____

Name (Print):

Name (Print):

Date: _____

Date: _____