

**Mooring Rental Agreement**

This Mooring Rental Agreement ("Agreement") is made as of the last date set forth below, by and between MORRO BAY YACHT CLUB ("MBYC") and undersigned vessel owner ("Owner"). MBYC hereby grants Owner a limited license and permission to moor the vessel described below, commencing as of the Effective Date set forth below, and Owner hereby agrees to accept the Mooring, defined herein, for the term specified, subject in all respects to MBYC's underlying lease from the City of Morro Bay and subject to all of the terms and provisions set forth below.

**(Please Print)**

Owner's Name(s) \_\_\_\_\_  
\_\_\_\_\_  
Residence Address \_\_\_\_\_  
City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Mobile \_\_\_\_\_  
Email \_\_\_\_\_  
Business Address \_\_\_\_\_  
City \_\_\_\_\_ St. \_\_\_\_\_ Zip \_\_\_\_\_  
Legal Owner of Vessel (bank, lienholder or other name  
appearing on title): \_\_\_\_\_  
Emergency Contact Name: \_\_\_\_\_  
Emergency Phone #: \_\_\_\_\_  
MBYC Account #: \_\_\_\_\_  
Name of Vessel \_\_\_\_\_

California Registration # \_\_\_\_\_  
or  
U.S. Documented Vessel # \_\_\_\_\_  
Description of Vessel:     Sail             Power  
Make: \_\_\_\_\_  
Length: \_\_\_\_\_      Beam: \_\_\_\_\_  
Displacement: \_\_\_\_\_

*I have read Rates and Regulations attached to this Agreement and agree to comply fully with them.*

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
By \_\_\_\_\_  
Owner's Signature  
Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
By \_\_\_\_\_  
Morro Bay Yacht Club

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**Rates and Regulations for Mooring Rental Agreement**

**RATES:** The rental charges for mooring, dock and rack usage shall be established by the Board of Directors of MBYC. Charges shall be reviewed periodically by the Board of Directors, and may be modified upon **30** days written notice to Owner. Rental charges and fees shall start to accrue on the date the Mooring is available for occupancy.

**PAYMENTS:** Due on the first of the month, past due after 30 days.

**TERMS AND REGULATIONS:**

1. **Conditions of Use:** Owner shall perform and abide by each and every condition of use contained in this Agreement and in any and all policy letters that may be issued by MBYC from time to time. One ocean boat and its tender may occupy the assigned mooring. If a tender is put on the inside of the north dock, it shall conform to the MBYC Policy Letters. Owner shall comply with all laws, ordinances and regulations of Federal, State and local entities, including but not limited to municipal codes, environmental laws and regulations, and all regulations of the U.S. Coast Guard. All vessels must have current California registration or U.S. Coast Guard documentation on file with MBYC. Owner shall present a copy of the vessel's registration to the port captain upon request.
2. **No Commercial Use:** Vessels shall be used for pleasure only, and not for any commercial undertaking. Prohibited commercial use includes any vessels for which the State of California or Department of Fish and Game has issued a current commercial fishing license, or any vessels equipped or operated to carry passengers for hire (as defined by the U.S. Coast Guard).
3. **Active Use:** Moorings are meant for active use and not storage. If Owner does not actively use his or her vessel as defined in the MBYC policy letters, MBYC may terminate this Agreement and reassign the Mooring.
4. **Securing Vessel:** At all times during which the vessel is berthed at the Mooring, Owner shall cause it to be safely and properly secured to its berth in a manner acceptable to MBYC using tackle and gear to the specifications set by the Morro Bay Harbor Department.
5. **Grant of Authority:** MBYC reserves the right to move or require Owner to move the vessel from the assigned Mooring to an alternative Mooring, either temporarily or permanently, at any time for construction, emergency, safety or other operational reasons.

## Morro Bay Yacht Club

MBYC may inspect the Mooring and board and inspect any moored vessel at any time, for health and safety checks, to ensure compliance with this Agreement or to protect property and public peace. The City of Morro Bay may inspect the Mooring at any time.

6. No Assignment: This Agreement grants to Owner a limited personal right, without any possessory interest, to berth the vessel. Accordingly, Owner shall have no right or power to assign this Agreement or sublet the Mooring or any part thereof to any other person or party whatsoever. No attempted transfer or assignment, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, and no attempted subletting, shall be valid or effective, but shall automatically terminate this Agreement. Sale or other transfer of vessel does not transfer assignment of Mooring to new owner. In the event that Owner transfers the vessel, or Owner's interest therein, to another person, Owner agrees to vacate the Mooring, but with written notice to MBYC has 60 days to occupy the Mooring with another qualified vessel purchased by the Owner.
7. Insurance: Owner agrees to obtain and maintain during the term of this Agreement a policy of Marine Insurance, including Protection and Indemnity Liability, with limits of at least \$250,000 for each claim and \$500,000 for each event. The insurance shall be in a form and substance satisfactory to MBYC and shall be placed with responsible underwriters, which have an assigned policyholder's rating of A or higher and which are currently authorized by the Insurance Commissioner to transact business in the State of California. Owner shall provide MBYC a current copy of the vessel's certificate of insurance. All insurance policies shall name Morro Bay Yacht Club as additional insured.
8. Default: The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Owner:
  - a. Failure of Owner to pay any amount when it becomes due, including, but not limited to, rental charges, late fees, lien sale fees, administrative fees, and vessel maintenance assistance fees;
  - b. Failure by Owner to perform any of the covenants, conditions and terms of this Agreement required to be observed or performed by Owner (other than payment of monies due) where such failure continues for a period of 7 days after written notice by MBYC.
9. Remedies for Default:
  - a. By execution of this Agreement, Owner acknowledges that pursuant to Harbors and Navigation Code Sections 491 and 500 et seq. and/or the Federal Maritime Lien Act (46 U.S.C. Sections 31301 et seq.) and by the terms of this Agreement, MBYC shall have a lien on the vessel for money which may become due under this Agreement. Pursuant to said statutory liens and the terms of this Agreement, MBYC shall have the right to take possession and control of the vessel, secure the vessel to the Mooring, remove the vessel from the Mooring, and/or store the vessel at a location of MBYC's choosing. So long as MBYC continues to hold the vessel, Owner shall be deemed to be responsible for all continuing charges and expenses related thereto.
  - b. If Owner fails to pay rental charges, costs of repair or restoration, or other charges to be borne by Owner, or in the event of a material breach of this Agreement, MBYC may, at its option, regard this Agreement as continuing in force and recover from Owner damages caused by Owner's breach, including, without limitation, the right to recover the rental charges due under this Agreement as the same shall accrue, and/or terminate Owner's right to use the Mooring.
  - c. If Owner fails to perform any of the terms and conditions of this Agreement, MBYC may, at its option, without waiving any other remedies it may have, immediately terminate this Agreement upon written notice to Owner. In the event of Owner's default or termination of this Agreement without removal of vessel, MBYC may suspend the right of Owner to obtain access to the clubhouse, the boat yard, dock, the Mooring and the vessel without the necessity of initiating legal proceedings.
  - d. Owner shall reimburse MBYC, upon demand, for any costs or expenses (including reasonable attorneys' fees and costs) incurred by MBYC in connection with any breach or default of Owner under this Agreement, whether or not suit is commenced or judgment entered.
10. Termination: In addition to the other rights of termination set forth in this Agreement, the parties agree that this Agreement may be terminated at any time by either party upon 30 days written notice. Owner shall be obligated to pay all rent due for the final 30 days unless and until MBYC provides notification to Owner that the Mooring has been rented to another party. MBYC shall prorate any rent owed by Owner in the event that the Mooring has been rented prior to expiration of the 30-day period. Upon termination of this Agreement, Owner shall remove the vessel from the Mooring and remove any dinghy from the north dock.
11. Miscellaneous:
  - a. This Agreement is the entire agreement of the parties with respect to the subject matter hereof, and all prior negotiations, representations or agreements between the parties with respect to the subject matter hereof are merged into this Agreement.
  - b. This Agreement may be amended only by a written agreement signed by the parties.
  - c. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.
  - d. No breach of this Agreement may be waived unless in writing by the MBYC Board of Director, but such waiver will not be deemed as a waiver of any other provision.
  - e. This Agreement shall be governed in all respects by the laws of the State of California. In any action or proceeding related to this Agreement, the parties consent to venue in a court of competent jurisdiction in the County of San Luis Obispo, California and/or the United States Federal District Court, Los Angeles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be awarded its attorneys' fees and costs incurred.
  - f. This Agreement shall be subject in all respects to the Lease between the City of Morro Bay and the Morro Bay Yacht Club, which Lease is available for inspection upon request.