

Noyo Mooring Basin
Noyo Harbor District
19101 S. Harbor Drive, Fort Bragg, CA 95437
Phone: (707) 964-4719

Lease Agreement

Date Filed: _____

Name: _____

Home Address: _____ Phone: _____

_____ Cell: _____

Billing Address: _____ Work: _____

_____ Emergency: _____

Email: _____

Name of Boat: _____, Homeport: _____

Registration or Documentation No: _____

Length: _____ Beam: _____ Draft: _____ Builder: _____ Year Built: _____

Type: Inboard Outboard Sail Fuel: Gas Diesel

Hull: Wood Metal Fiberglass Propellers: Single Twin

Make of Engine: _____

Float: _____ Slip: _____

1. Lessee shall pay for berthing their boat the amount set forth in this Lease Agreement at the times set forth in this Agreement.
2. In the event payment is not made within 30 days after it has become due, there shall be added a penalty of 10%, and in the event it shall become necessary for District, by action, to enforce the collection of any sum of monies due from applicant, Lessee shall pay to District all expenses including Court costs and reasonable attorney's fees, which District may incur in the institution or prosecution of any such action.
3. In the event Lessee is more than 60 days delinquent in the payment of any sum due District under this agreement, District may padlock the boat, move it to another location, or haul it out to dry storage at Applicant's expense. It is specifically agreed that District may hold the boat for satisfaction of its lien. Regaining possession shall revive such lien if it be lost.
4. In the event Lessee is more than 180 days delinquent their lease will be terminate and Applicant must remove their vessel from the Mooring Basin
5. In the event District's Commissioners determine that Lessee has failed to comply with the rules and regulations promulgated from time to time by the Board of Commissioners of the Noyo Harbor District this Lease is subject to termination.
6. It is specifically understood and agreed that the Rules and Regulations of the Noyo Mooring Basin may be adopted, modified or repealed from time to time by the Board of Commissioners of the Noyo Harbor District.

7. Lessee agrees to indemnify and save harmless the District against any and all damages to property or injuries to or death of any persons arising from Lessee's use of Mooring Basin facilities and to defend, indemnify and save harmless the District against any and all claims, actions, proceedings, expenses and liabilities whatsoever arising therefrom.

8. In consideration of the use of said space, Lessee agrees to abide by all covenants and conditions herein contained and to comply with all applicable ordinances, Rules and Regulations of the Noyo Harbor District. Lessee further agrees that the District shall not be liable for injury, loss or damage to said boat or other property of Lessee or to the person of Applicant arising from Applicant's use of the Mooring Basin facilities. Lessee hereby releases the District from all claims and causes of action therefore that exist or may arise in the future.

9. Lessee agrees to pay all damage to District's property by his boat where such damage is done, allowed or permitted due to careless or negligent acts, or failure to act by owner.

10. If the Lessee wishes to terminate the lease, the End of Rental Agreement form must be completed in the Harbormasters office. If the form is not completed the Applicant will continue to be financially responsible for slip fees.

11. Lessee understands and agrees that they shall only store the above-named boat in the given slip. If a new boat is purchased a new lease must be signed.

12. Lessee must maintain insurance coverage on their vessel with minimum policy limits of \$1,000,000 for commercial vessels and \$300,000 for recreational vessels. All vessels must maintain pollution coverage. The Noyo Harbor District shall be named as an additional insured on Lessee's policy.

13. Any of the following actions shall constitute a default under this Lease:

a) Use of the leased premises for any purpose other than as authorized in the Lease;

b) Default in the payment of rent;

c) Abandonment of the leased premises by Lessee, either voluntarily or by operation of law;

d) Filing by the Lessee of a voluntary petition in bankruptcy, or an involuntary bankruptcy petition being filed against Lessee; the appointment of a receiver of the business or asset of Lessee, except a receiver appointed at the instance and request of Lessor; the general or other assignment by Lessee for the benefit of Lessee's creditors;

e) Default in the performance of any term, covenant or condition of this Lease.

In the event of a default under this Lease by Lessee, Lessor shall have the option to declare this Lease forfeited and the same shall thereupon entirely cease and terminate upon written notice to Lessee. Lessor shall have the right to reenter the leased premises and take possession of said premises and remove all persons and property therefrom. Lessor may, after further notice to Lessee, re-let the leased premises, all without prejudice to Lessor of any remedies which might otherwise be used for the enforcement of the Lease.

14. If any action shall be brought by Lessor against Lessee for the recovery of any rent due under the terms of this lease or for the breach or enforcement of any of the conditions, covenants, or agreements herein set forth on the

part of the Lessee to be kept and preformed, or for the recovery of the leased premises, and Lessor shall prevail in any such action, Lessee agrees to pay to Lessor on demand, a reasonable attorney's fee, together with actual costs incurred.

15. (a) Time is of the essence in this Lease

(b) This Lease shall be binding upon the parties hereto and their heirs, assigns, representative, and successors in interest, subject to the provisions of this Lease regarding assignment and subletting

(c) No waiver by Lessor of any default by Lessee under this Lease shall constitute a waiver of a subsequent default.

(d) This Lease shall be subordinate to any encumbrance now of record or recorded after the date of this Lease by Lessor.

(e) No delay or omission to exercise any right or remedy by Lessor shall be construed as a waiver.

(f) If Lessee, with Lessor's permission, remains in possession after expiration of this Lease, such possession shall be deemed to be a month-to month tenancy, subject to all the terms of this Lease.

(g) This Lease contains the entire agreement between the parties, and no supplement, amendment or modification will be binding unless in writing and signed by each party.

(h) If any provision of this Lease should be determined to be invalid for any reason, the other provisions shall remain enforceable.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

Dated: _____

NOYO HARBOR DISTRICT - LESSOR

Dated: _____

LESSEE

Dated: _____

LESSEE