



## **OROVILLE LAKE MARINAS LLC.**

**BIDWELL CANYON MARINA - LIME SADDLE MARINA**

### **Moorage License Agreement**

The following conditions are required to be met to secure completion and continuation of the Moorage Licensee Agreement:

1. Signed Moorage License Agreement
2. Driver's License
3. Insurance compliant with Section 11 of the Moorage License Agreement
4. Current Registration showing full ownership in the boat occupying the Space (as defined below) by Licensee
5. Payment is due on the 1<sup>st</sup> of the month, 10% late fees added after the 10<sup>th</sup> of the month. Non-receipt of billings does not relieve the Licensee of the obligation to pay all charges.

The Oroville Lake Marinas LLC Pricing Agreement sent to you, as Licensee, along with this Moorage License Agreement both constitute a legally binding agreement between Licensee and Oroville Lake Marinas LLC, (the "Marina"). The terms of the Oroville Lake Marinas LLC Pricing Agreement are fully incorporated with the Moorage License Agreement, and both such agreements are collectively referred to herein as the "Agreement." Licensee hereby accepts from the Marina a revocable license to use a buoy, slip, dock, or storage space for the Term specified herein (as defined below), in accordance with the terms and conditions in the Agreement.

The term of this Agreement (the "Term") shall commence on the date this Agreement is fully executed by Marina and Licensee and shall expire on the last day of the following month. The license is automatically renewed each month by the payment of the applicable fees, up to twelve (12) months, unless earlier terminated. Upon initial application and on each twelfth month anniversary, the Licensee must submit a current registration showing proof of full ownership in the vessel, current proof of insurance compliant with Section 11 (or the insurance requirements then in effect) and any other information requested by the Marina, and Licensee must also be compliant with the Marina's then-current policies.

The first month's fees may be prorated from the date that the Term commences. Thereafter, to renew the monthly license and this Agreement, fees are due in advance on the first day of each calendar month. Fees are delinquent and the license renewal is canceled if not received by the 10th day of each calendar month.

Periodically the Marina may adjust its fees charged for the Space at its discretion. The Marina will provide written notice of changes in such fees 30 days prior to the 1<sup>st</sup> day of the month in which such change will occur.

**Licensee Initials** \_\_\_\_\_

This Agreement is for the use of the Space, as defined below (not including swimming). Such Space, and associated Marina facilities, is to be used at the sole risk of the owner. As further described below in Section 1, Licensee hereby assumes all of the risk of fire, sinking, and or any other damages which may be caused to Licensee's boat by docking and mooring of other boats or for any other reason and the Marina shall not be liable for the care or protection of the Licensee's boat, including any gear, contents or equipment.

In consideration of the covenants and agreements contained herein, Licensee hereby additionally agrees as follows:

- 1.) a) This Agreement is for the use of a Wet Slip, or Buoy Mooring or Dry Storage (the "Space") only for mooring of the boat as further described by the registration supplied at the time of this agreement (the "Boat"). The Marina reserves the right to reject

a Boat occupying a Space for any reason. Use of a Space is for a single Boat only approved by the Marina. 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. THERE IS NO WARRANTY OF ANY KIND AS TO the condition of 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"), and the Marina shall not be responsible for injuries to persons or property occurring thereon, or for any other reason whether herein specifically stated or not. IT IS AGREED THAT THE MARINA DOES NOT ACCEPT ANY BOAT FOR STORAGE AND IS NOT RESPONSIBLE, THEREFORE, AS A WAREHOUSEMAN OR GARAGE KEEPER, THAT NO BAILMENT IS HEREBY CREATED AND THAT THE SPACE HEREBY LICENSED SHALL BE USED ONLY BY THE UNDERSIGNED LICENSEE.

b) Licensee acknowledges that ALL aspects of the condition and maintenance of their watercraft at any time, is the sole responsibility of the Licensee. Boats are to be maintained throughout the Term in a sound and seaworthy condition. When the Marina considers there is a risk of sinking, fire, or other hazard, or that the Boat has become unsightly, the Marina may at its sole discretion give the Licensee a two-week period, following notice from the Marina (which may be orally or in writing, with email sufficing) to correct the problem(s). Failure to do so will be a default of the Moorage License Agreement. Marina may require, on seven (7) days' written notice, which may be by email, a demonstration of the Boat's operability to the satisfaction of the Marina. Licensee's failure to prove operability of the Boat to the satisfaction of the Marina, shall be justification for the Marina to terminate this License upon 30 days' written notice to Licensee; provided, however, that if a Boat is deemed by Marina to be unsafe for use on the water or may cause a hazard to other Boats or the docks or other equipment or facilities of the Marina then Licensee will immediately remove the Boat from the Space or the Marina may alternatively remove the Boat at Licensee's expense if Licensee is not available to or refuses to remove the Boat from the Space. Reimbursement to Marina of any costs of removing the Boat are due and payable within five (5) calendar days of the Marina's demand for payment. If Licensee's Boat is currently off water, Licensee is responsible for scheduling an inspection before returning to the water. All Boats that have been off the water will be inspected before returning to water. Even if the Boat is on the trailer ready to be put back in and fails inspection, it is Licensee's responsibility to have the Boat removed until it can pass inspection. The Marina maintains the right to visual inspection of a Boat at any time if there is a possibility of breaching the standards of this agreement.

2.) Unless otherwise provided in this Agreement, Licensee must provide the Marina with 30 days written notice to terminate this Agreement. Licensee agrees that all fees, charges, and tariffs will be paid before removing the Boat or any other property from the Marina. 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 elects not to 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 or other fees 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 a Temporary Moorage Agreement (30 days or less), this provision is not necessary.

**Licensee 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 Moorage Rules and Regulations (the "Marina's Rules") attached hereto as Attachment 1, which are incorporated herein by reference and made a part of this Agreement. The Marina's Rules may be amended or updated from time to time and such amendments or updates shall become effective upon posting on the Marina website or the Marina Social Media pages. Amendments or updates to the Marina Rules will also be available in the Marina office. Licensee is responsible for checking the Marina website or the Marina Social Media pages or for checking with the Marina office for any amendments or updates to the Marins's Rules. 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 always keep and maintain the Space and surrounding premises in a clean and sanitary condition, 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. Except as otherwise provided in this Agreement, Licensee may not assign or sublease the Space. Licensee also agrees to vacate the Space upon written notice, whenever the Boat is used for any activity other than pleasure.

6.) a) 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 or safety of the Marina or to protect the Marina or the property of others, including but not limited to, replacing mooring hookups, ropes and bumpers at Licensee's expense and moving the Boat from the Space in an emergency (as determined by the Marina). Licensee will pay the Marina the costs in taking such action or performing such services within five (5) calendar days from a demand for payment by the Marina. 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. The Marina reserves the right to move the Boat from the Space to another Space, either temporarily or permanently, at any time for any reason whatsoever, including without limitations for construction, emergency, safety, drought/low lake levels, to more effectively manage mooring, or other operational reasons. Licensee hereby grants to the marina permission to board the Boat for said purpose. A reasonable effort will be made to notify the Licensee of the movement of his/her Boat or the replacement of hookups, ropes and bumpers. 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.

b) Lake Oroville is a water reservoir for the state of California, when the water is needed elsewhere Lake Oroville has been seen to fluctuate hundreds of vertical feet in the same year. The Marina must account for low lake levels in a canyon, when maintaining the Marina and boats on the water. Boats must be pulled from time to time depending on the level of the lake, to prevent major damage not only to the boats, but also the marina system and the California water reservoir. In the event of drought conditions, low water emergency, or any other act of God, the Marina will proceed with a low water pull list of boats that need to be removed from the water. Pull lists will be determined, based on the circumstances at the time, at full discretion of the Marina. Licensee is responsible for making arrangement for transport off property. In the event a Boat is pulled in accordance with this section 6(b), Licensee may terminate this Agreement without a 30 day notice only after all due balances are paid, and the Boat has left the Marina. If the Licensee wants to keep their Space for the time their Boat is off water, balances must remain current, unless put forth otherwise by the Marina.

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, vendors or service providers or any other persons at the Marina on Licensee's account (collectively, "Licensee's Guests").

8.) **WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK.** Licensee, as a material part of the consideration to be rendered to the Marina, acknowledges and agrees that the Marina facilities are used at the user's sole risk, and that the Marina shall not be responsible for or liable to Licensee or Licensee's invitees or Guests for loss or damage to any property, including vehicles or vessels (or the Boat), in or about the Marina property from any cause whatsoever. Accordingly, to the fullest extent allowed by law, Licensee hereby waives all rights against the Marina, California Department of Parks & Recreation and Department of Water Resources, and their officers, employees and agents (collectively, "The Marina Parties"), and releases the Marina Parties from any and all losses relating to any injury, accident or death of any person or theft, loss or damage to any property, including vehicles or vessels, in or about the Marina property from any cause whatsoever. The Marina Parties shall not be liable under any circumstances for any consequential, incidental or punitive damages. Licensee agrees to hold harmless, indemnify, and if requested, defend, the Marina Parties, from any and all liabilities, injuries, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind (collectively, "Claims")

arising directly or indirectly arising out of (a) any injury to or death of any person, including but not limited to Licensee's invitees or Guests, or damage to or destruction of any property occurring in, on or about the Marina, or any part thereof, or the approaches thereto from any cause whatsoever, (b) any failure by Licensee or its Guests or invitees in the observance or performance of any of the terms, covenants or conditions of this License, or (c) the use, occupancy or condition of the Marina or the activities therein or the approaches thereto by Licensee or Licensee's invitees or Guests. This Indemnity shall be enforceable regardless of the active, concurrent or passive negligence of any of the Marina Parties, and regardless of whether liability without fault is imposed or sought to be imposed on any of the Marina Parties. This Indemnity shall be enforceable except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this License. This Indemnity shall exclude Claims resulting solely and exclusively from the willful misconduct of the Marina Parties which is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Licensee or Licensee's invitees or Guests. The foregoing provision is an allocation of risks whereby Licensee agrees to look solely to Licensee's own insurer as to risks associated with use of the Marina and its berthing and other facilities. The foregoing obligation of Licensee includes indemnification from all loss and liability, including attorneys' and consultants' fees, court costs, investigation and remediation costs, all other reasonable costs and expenses incurred by the Marina Parties, damages for decrease in the value of the Marina, and Claims for damages or decreases in the value of adjoining property. The provisions of this Section shall survive the expiration or earlier termination of this License. Licensee understands and expressly accepts and assumes the risk that any facts concerning any and all Claims released in this Agreement might be found later to be other than or different from the facts now believed to be true and agrees that the releases in this License shall remain effective. Therefore, with respect to all Claims released in this License, Licensee waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

**Licensee Initials** \_\_\_\_\_

- 9.) Licensee specifically acknowledges and confirms the validity of the release made above and the fact that Licensee was represented by counsel who explained the consequences of the release at the time this Agreement was made, or that Licensee had the opportunity to consult with counsel but declined to do so. **Licensee Initials** \_\_\_\_\_
- 10.) 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) with respect to Licensee's use of the Space.
- 11.) Licensee shall have in effect complete Marine Insurance Policy carrying Protection and Indemnity Liability with limits not less than \$300,000 per occurrence and includes Salvage/Wreck Removal (raising of a sunken vessel) and Spill/Pollution Liability. **Oroville Lake Marinas LLC 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. Licensee shall deliver Certificate of Insurance, Additional Insured Policy Endorsement and Waiver of Subrogation Endorsement evidencing the required coverage. Current documents shall be maintained on file with the Marina during the Term of this Agreement, and Licensee agrees it is the Licensee's sole responsibility to ensure these documents are 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 cancelled 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. **Licensee Initials** \_\_\_\_\_
- 12.) 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 (must have a running engine). Any Boat 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 to ensure compliance with these conditions. Licensee agrees to permit Marina to deposit dye tablets into, and to inspect, holding tanks from time to time. All vessels equipped with a holding tank shall be pumped out by Licensee at least once per month, unless completely empty.
- 13.) 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.

14.) No Live aboard allowed. No person, including Licensee shall live aboard or establish residency upon the Boat. A person shall be deemed to be living aboard the Boat if such person occupies the Boat for other than vacation activities (with the Marina determining what constitutes vacation activities). False information regarding live-aboard status or living aboard without permission may result in immediate termination of this Agreement and all privileges at 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.

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 (except as permitted for assignments by users of spaces at the Marina) 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 represents and warrants that Licensee is the owner and title holder to the Boat 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 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 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.

**Licensee Initials** \_\_\_\_\_

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. If the Boat is the subject of an "in rem" proceeding, Licensee will be responsible for all costs, including but not limited to, Marshal Fees, substitute custodial fees, reasonable attorneys' fee, court costs and interest.

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, sheriffs or service of process 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 supersedes any prior understandings or agreements between 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.

22.) BUTTE COUNTY, CALIFORNIA 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 of California, 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, and California State Parks. Licensee Initials

23.) Marina can provide any notices required under this Agreement, including any price increases, by posting such notices on Marina's website or Social Media pages or by sending such notice(s) via email to Licensee. Any notices by Licensee under this Agreement, including notices of termination, must be in writing and delivered to Marina's office. Oral notices from Licensee are not binding unless confirmed in writing by Licensee.

24.) 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.

- 25.) 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.
- 26.) Licensee acknowledges and understands that the Marina may from time to time, take photographs, videos, and other images of the marina and related facilities, which may include the Licensee, the Boat, and Owner's guests, family employees, agents, and representatives. Licensee, on behalf of the Licensee, and Licensee's guests, family, employees, agents, and representatives, consents to the Marina's and its successors and/or assigns use and reproduction of any images taken while on or about the Marina's premises, without further consideration, compensation, or notice, and hereby authorizes and permits the Marina to use the same for advertising, promotional, and other purposes as the Marina deems appropriate in its sole and absolute discretion. Licensee agrees and understands the Marina will own all such images, and all rights related to them, of which shall constitute the Marina's sole, complete, and exclusive property. The Marina shall continue to have the right to use such images as and how it deems appropriate, even after this Agreement expires or is otherwise terminated.
- 27.) Licensee acknowledges, understands, and will comply with the Marina Rules during the Term as set forth in Attachment 1.
- 28.) Licensee acknowledges, understands, and will comply with the Notice to Licensee/Vessel Owner as set forth in Attachment 2.
- 29.) Licensee acknowledges and will submit the Sale of Vessel Form, set forth in Attachment 3, upon the sale of their Boat.
- 30.) Licensee acknowledges Best Management Practices, Exhibit 1, and will submit the Work Application Form, Attachment 4, when they have minor repairs to complete on their Boat.
- 31.) Attachment 1, 2, 3, 4 and Exhibit 1 may be amended from time to time. Such amendments shall be effective upon posting on the Marina website or Marina Social Media pages and otherwise made available in the Marina office except that notices that are posted to comply with applicable laws are in effect immediately on posting.

**Please initial and acknowledge items 27 through 31      Licensee Initials \_\_\_\_\_**

Oroville Lake Marinas LLC. Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

AGREED TO AND ACCEPTED:

Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

All former Moorage License Agreements for this premises will be void.

# Attachment 1



## Oroville Lake Marinas LLC

### Marina's Moorage Rules and Regulations

Revised May 1, 2024

1. All moorage licensees must abide by all Environmental, State, County, Federal, and State of California Department of Parks and Recreation laws and regulations including, without limitation, laws and regulations concerning proper safety equipment, personal conduct, and compliance with no-wake areas. Violations of governing authorities rules and regulations can result in cancellation of a mooring license agreement.
2. Copies of current registration and declaration page(s) of insurance, compliant with Section 11 of the Mooring License Agreement, are to be submitted before policy or registration expiration date. A marine policy should also include coverage for haul out and towing.
3. A State Parks annual boat pass will be issued by the Marina and billed to the licensee in the month of expiration of the boat pass on file. If we do not have a boat pass on file one will be issued and billed. Issued boat passes will not be refunded.
4. Moorage licensees are responsible for their guest's compliance with all rules and regulations.
5. No gas/ propane barbeques or any open flames will be allowed in slips or within 50 feet of a fuel dock.
6. All trash, recyclable materials and compost are to be placed in proper receptacles, not left on docks. No hazardous materials shall be placed in or around the Marina including docks and State Park dumpsters. Cardboard must be flattened. The Marina can facilitate the disposal of motor oil, oil filters and batteries for a fee. Please see staff for assistance. The only items to be disposed of is household waste accumulated on your boat. There is to be no disposal of hazardous materials, appliances, furniture, or construction materials. Using the Marina or State Park trash receptacles for anything other than household trash will not be tolerated and can result in termination of your moorage license at the Marina's discretion and can also result in fines and/or criminal charges.
7. All dock carts should be immediately returned to the cart area after use. The carts must not be taken aboard boats or removed from the Marina area.
8. Absolutely no stairs are allowed other than those approved by the Marina.
9. Nothing may be attached to the dock, or any modifications made to the existing structures, including tires, antennas, fenders, etc.
10. Nothing should be left or stored on the head-walk, walkways, or the boats, including boat covers, dollies, etc.
11. Due to Federal and State regulations and environmental laws, effective May 1, 2024, no major work or repairs to a boat are allowed in the Marina. This includes but is not limited to, sanding, spray painting or coating of any kind, stripping and hull repairs. All major work and repairs are to be accomplished in a boatyard. We only allow minor repairs within the Marina. Minor repairs require the submission of a work application and must be approved by Marina management. Application can be found at the end of this moorage license agreement and marina rules (Attachment 4).
12. It is the boat owner's responsibility to ensure that the Administration Office has an up-to-date insurance liability certificate for any work being performed on their boat by a licensed individual(s). Commercial Liability Insurance with limits and requirements as those set forth in Attachment 4 with appropriate Workers Comp coverage. The Marina reserves the right to regulate the entry into the Marina by vessel brokers, contractors, and vessel service personnel. All boat owners shall be responsible for ensuring that all contractors and other service providers employed by the boat owner comply with all Marina Rules and Regulations. The boat owner understands and agrees that all contractors, vendors, and other service providers must be properly registered with the Marina **and are to check-in upon arrival** prior to accessing a boat and performing any labor or work within the premises of the Marina. Service provider check-in list will be forwarded to State Parks monthly.
13. Any dumping of sewage, gas, batteries, or oil will be grounds for immediate termination of your moorage license. The

appropriate authorities will be called for environmental violations. You will also be held responsible for all costs for the environmental cleanup. Only biodegradable materials should be used in the concession area. Detergents and emulsifiers are prohibited to use on fuel spills, appropriate absorbents must be used for the applicable spillage.

14. Absolutely no flammable or combustible containers may be stored on the boat, other than fuel in the vessel's gas tank. There will be no self-fueling of boats in the concession area.
15. All PETS MUST be on a leash of no more than 6 ft at all times and under the immediate control of a person when on the docks and other public areas of the Marina. Pets are not to be left unattended and must not create a disturbance. Pet owners must clean up after their pets. All Pet waste is to be deposited in appropriate receptacles or trash bins. Do not dump in the lake or leave on shore.
16. Absolutely no fishing or diving from the docks.
17. No swimming or diving in the launch area of the Marina or in slips.
18. No open containers of alcohol are allowed on the docks or shuttle.
19. You must comply with posted shuttle rules.
20. Absolutely no gasoline, any other flammables, or combustibles are allowed to be transported on the shuttle boat.
21. Quiet hours are from 10 pm to 6 am. Radios and other sound-producing devices must not be audible beyond your immediate houseboat. To ensure an enjoyable experience for everyone, please do not disturb other boaters, regardless of the time of day or night.
22. Generators may only be used from 10 am to 8 pm.
23. No licensee, or their guests, shall carry on in a disorderly or aggressive manner that might injure a person, cause damage to property or harm to the reputation of the Marina. This shall include noise or conduct that disturbs neighboring boaters. Such conduct may result in termination of your mooring license.
24. All appropriate boats must be equipped with a working automatic bilge pump.
25. Moorage licensees will keep the Administration Office advised of current phone numbers, addresses, boat descriptions, and State Registration numbers.
26. Sub-leasing of slips is not allowed. Only the boat on the moorage contract is allowed to occupy the slip. Under certain conditions and written authorization from the slip renter, and with Management approval, another boat may use your slip. Unauthorized boats will be removed from slips and stored at the owner's expense.
27. Oroville Lake Marinas LLC reserves the right to refuse mooring of boats for reasons of size or construction. Any changes in vessels dimensions must be approved in writing by the Marina prior to change.
28. Moorage Licensees must notify the Administration Office anytime a boat is being taken from or returning to the Marina for an extended amount of time. You must notify the office in writing of any persons authorized to board your vessel for any reason.
29. There is no long-term parking in the loading and unloading area.
30. No charges of Marina services (groceries, fuel, etc.) may be made to slip accounts.
31. There is no fish cleaning allowed on the docks.
32. No riding of bicycles, motor scooters, motor bikes, skateboards, etc. on the docks.
33. No vehicle washing and or maintenance are to be conducted in the Marina parking lots.
34. No boat is to be used as a time-share, or otherwise sublet, or rented. Violation will result in immediate termination of moorage license agreement.
35. For moorage purposes, boat measurement is length overall, measuring between the farthest two points and including all extensions and attachments.
36. No obscene language or profanity is permitted or tolerated (as determined by the Marina), including all signs and boat names.
37. Bilge socks are required where applicable and boaters are required to use oil-absorbing material in their bilges.
38. Security is everyone's responsibility – work together to protect your property.
39. If a boat owner is selling their boat, they must meet prospective buyers at the Marina. Marina staff will not knowingly admit buyers to see any boat in the boat owner's absence.
40. Upon completion of the sale of a boat, Licensee will notify the marina of the sale, their intent to relinquish the mooring space with the boat, and the name, address, phone number and email of the buyer(s) by submitting a **Sale of Vessel Form (Attachment 3)**. If a contract by the new buyer is not completed within 7 days, we will notify State Parks that we have an uncontracted vessel and at 30 days the vessel will be cited as abandoned and can be impounded by State Parks.
41. All sales of boats aged 15 years or older will require the submission of a marine survey dated 3 years or less from date of sale and verification that survey recommendations were completed.
42. Boats larger than 55 feet will no longer be accepted for *new entry or replacement* to the Marina effective May 1, 2024.
43. Boats are not permitted to dock around the Marina or gas dock overnight.

44. Courtesy slip parking in Marina is limited to 20 minutes only.
45. Overnight occupancy in the Marina boat slips will be permitted, but the use of Marina's electricity for cooking and air conditioning is prohibited. No extension cords from boat to dock are to be left unattended at any time. The use of dock power or cords left on the dock at night is strictly prohibited. Cords must be situated to prevent a trip hazard to others. Should staff find unattended cords they will be unplugged and returned to the boat or otherwise disposed of with no obligation to the Licensee. Licensee will be notified of a violation. Continued violation may result in termination of mooring license.
46. No firearms, fireworks, live ammunition, or devices capable of injuring or killing are allowed on the premises. This includes airsoft and paintball guns.
47. Dock lines should be of adequate size for the boat and shall be replaced when worn. Dock line tails must be coiled.
48. No boats are to block, obstruct or be tied to light poles, fire extinguisher stands, etc.
49. No part of the boat should extend over the main walkways and should not extend more than 3 feet past the end of a finger or docks. All efforts should be made by sailboat owners to secure their vessel in a manner to eliminate, or minimize, the pulpit or bow extending over the main walkway. If in doubt, request consultation with marina management. We can review alternate mooring options or extend a waiver if minimal overhang occurs.
50. Commercial activities of any type are prohibited in the Marina, unless approved by State Parks. Contact the special events coordinator for information at: [Oroville.Specialevents@parks.ca.gov](mailto:Oroville.Specialevents@parks.ca.gov)
51. No advertising or soliciting of any kind is allowed on Marina premises or on boats.
52. Side ties are not permitted unless you are on your boat. No side ties over 30 feet are allowed at any time.
53. Boat owners are responsible for maintaining and keeping in good condition (6a of mooring license agreement) their buoy hook-ups and dock/slip mooring lines. All boats in slips or walkways must have at least 4 mooring lines no less than  $\frac{1}{2}$  inch nylon rope or its equivalent. Mooring snobbier, fenders and or bumpers are required to keep boats away from slips and dock structures. If we call you with a repair request for buoy hook-ups or mooring lines, and you do not return our call within 3 days, repairs will be made, and the owner will be billed. In the event repairs are needed for the immediate safety of your boat, or, repairs are under \$100 in parts, plus labor, the repairs will be made by the Marina at the time they are found and invoiced to the boat owner in accordance with the terms of your agreement. Invoices will be due within 5 days of the date of the invoice.
54. All licensees are to supply their own pump out fittings.
55. Oroville Lake Marinas LLC reserves the right to refuse service to anyone for any reason other than discrimination. Harassment of employees will not be tolerated. Available services will be denied until improvement is made, or your Moorage License Agreement will be terminated.
56. Any violation of the Marina's Rules may lead to termination of Moorage License. Your adherence to these rules will provide a safer and more enjoyable Marina.

## Attachment 2



### Notice to Licensee/Vessel Owner Severe Weather/Emergency/Disaster

Effective May 1, 2024

Licensee is solely responsible for making suitable arrangements for safe sheltered anchorage during severe weather, emergency, or disaster, including but not limited to wind, rain, snow, fire or other calamity and Licensee warrants such arrangements have been or will be made. Licensee may not assume that Marina premises will be safe, sheltered anchorage during such period, and Lessor makes no such representations or warranties. In the event of impending severe weather, emergency or disaster, Licensee acknowledges and agrees that if Licensee fails to remove the Vessel from Marina premises within 8 hours after the issuance of a storm, fire, or tornado watch for the county or area in which Marina premise are located, or in the event of any other emergency or disaster as determined by Lessor, Lessor's employees or agents are authorized, but not obligated, to remove the Vessel from its moorage and/or take any and all other actions deemed appropriate by Lessor or its employees or agents, in their sole discretion, in order to better secure the Vessel and to protect Marina property, private property, other vessels, and the environment. In no event shall Lessor be liable for any loss or claim in the event it does not remove the Vessel or take other action to protect or secure the Vessel. Licensee is further notified that Licensee will be solely responsible for any resulting damage to the Vessel and may be charged a reasonable fee for any action taken by Lessor to remove and/or protect the Vessel. **UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR SAFETY, SECURITY AND CARE OF THE VESSEL BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE VESSEL.** Licensee agrees to reimburse Lessor for any and all costs it incurs at Licensee's behalf in emergency situations.

## Attachment 3



### Sale of Vessel Form

Updated January 15, 2026

To ensure the Marina is notified in a timely manner please complete and submit the following form to the Marina office upon completion of the sale of a vessel signed by both buyer and seller.

**Seller Name:** \_\_\_\_\_

**CF #:** \_\_\_\_\_

**Buyer Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email (required):** \_\_\_\_\_

**Please circle Yes or No to the following questions:**

Is the vessel 15 years or older? **Yes/No.** If Yes, a survey must be supplied to the marina no older than 3 years from the date of this form.

Has the boat passed inspection by the marina within the last 5 years? **Yes/No.** If No, a marina inspection will be scheduled.

**Please note:**

-Valid DMV registration, marine survey (if applicable) & marine insurance will be required in the buyer's name at the signing of the moorage license agreement. Without these documents no contract will be granted.

-The seller remains responsible for maintaining their mooring agreement until the buyer is able to secure their own. All outstanding moorage & fees must be settled prior to granting a contract to the buyer. If moorage is prepaid it will be refunded to the seller's account upon the effective date of the new mooring agreement with the buyer.

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Seller Signature and Date

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Buyer Signature and Date

## Exhibit 1



### Best Management Practices for Marine Services

Effective May 1, 2024

Oroville Lake Marinas LLC (hereinafter “Marina”) strives to operate a professionally run facility. Reaching that goal requires cooperation from all parties, including all those who use and/or earn a living from the existence of our Marina. One objective of reaching this goal is to strictly control the introduction of pollutants into our Marina environment.

Health and Safety Codes and the Clean Water Act expressly prohibit the pollution of the lake with any type of sawdust, chemicals, or contaminants. If minor repairs are to be made while still on the water, containment of such pollutants will be an absolute necessity and will be monitored.

The Best Management Practices are designed to both keep the Marina environment clean and to provide quality services to the boaters in the Marina. It is our hope that you will find these practices useful. We understand that not all will apply to the work which you may be conducting, however, the Best Management Practices list is meant to be illustrative of things you can do to eliminate marine pollution and be a good steward in the place where you keep your boat.

### Owners/Vendors/Contractors/Boat Services

#### Topside Cleaning:

- Use only environmentally friendly cleaning products. Use only phosphate-free biodegradable soaps. No ammonia, lye, sodium hypochlorite or petroleum products may be used that will wash into the marina waters.
- Wax, buffing, shining compounds and other products must not be allowed in the water. See sanding for suggestions.

#### Sanding:

- All major work and repairs will be taken to a boatyard. We only allow minor repair jobs at the sole discretion of the Marina Management (**less than 10% of the topside**). Complete the Work Application Form for Minor Repairs (Attachment 4) for permission.
- Cover areas between boat and dock with plastic sheeting or a tarp to catch debris. Reverse boat in berth to work on the other side.
- Use sanding equipment with a dust containment bag or vacuum attachment. Sweep or vacuum all residual sanding dust and put it in trash. Wipe down small amounts of sanding or other dust with a damp rag.
- Deploy a boom around the vessel or work area to ensure capture of debris. It is your responsibility to capture any debris that accidentally escapes.
- Sanding in windy conditions is strictly prohibited.
- Vacuum, sweep and clean prior to moving tarps and clean often during the project.

#### Hull Cleaning:

- Use the least abrasive method possible.
- Use stainless steel brushes and abrasive pads on non-painted metal areas only.
- Use more vigorous cleaning pads only as needed to remove hard marine growth.
- Do not sand or strip hull paint underwater.
- Clean gently to avoid creating a colored plume of paint in the water.
- Recycle zines at a Hazardous Materials Center. Never toss these in the water or leave on the dock.

## **Topside Painting and Varnishing:**

- All major work and repairs will be taken to a boatyard. We only allow minor repair jobs at the sole discretion of the Marina Management (**less than 10% of the topside**). Complete the Work Application Form for Minor Repairs (Attachment 4) for permission.
- Cover the side between the boat and the dock with plastic sheeting or a tarp to catch drips. Reverse the boat to work on the other side. Cover the prep area on the dock to catch drips.
- Mix only enough paint and thinner for the job. Seal containers tightly when not in use. Spills or drips on the dock will not be tolerated no matter how small.
- Limit the number of open solvents or paints on the dock to one gallon or less while working. No containers are allowed to remain on the dock or your vessel.
- Always mix paints or epoxy over a tarp.
- Always use a drip pan or drop cloth.
- Recycle small amounts of boat chemicals at a Hazardous Materials Center.
- Painting in windy conditions is strictly prohibited.
- Spray painting at any time is strictly prohibited.

## **Engine and Bilges:**

- Use absorbent bilge pads to soak up oil and fuel and then recycle the pads at a Hazardous Materials Center or at a licensed disposal center.
- Disconnect or disable the automatic bilge pump prior to commencing any work on the engine.
- If the discharge of any bilge water creates a sheen, immediately discontinue the discharge, and use absorbent pads to soak up the oily material. You are personally responsible and liable for any spill of any amount, either in the water, on the dock or land.
- Antifreeze, fuel, oil, oil filters, used absorbent pads and other used engine fluids can be accepted at our Marina. Please contact the Marina office for current prices for disposal.

## **Solid Waste Disposal:**

1. All trash, recyclable materials and compost are to be placed in proper receptacles, not left on docks. No hazardous materials shall be placed in or around the Marina including docks and State Park dumpsters. Cardboard must be flattened. The Marina can facilitate the disposal of motor oil, oil filters and batteries for a fee. Please see staff for assistance. The only items to be disposed of is household waste accumulated on your boat. There is to be no disposal of hazardous materials, appliances, furniture or construction materials. Using the Marina or State Park trash receptacles for anything other than household trash will not be tolerated and can result in termination of your moorage license at the Marina's discretion and can also result in fines and/or criminal charges.

## Attachment 4



Effective May 1, 2024

### Work Application Form – Minor Repairs

Internal use only
Approved <input type="checkbox"/> Denied <input type="checkbox"/>
<b>Reason:</b>

#### Customer Information

Customer Name	Phone Number	Email Address

#### Vessel Information

CF Number	Hull I.D. Number (as on Registration)	Vessel Name

#### Contractor / 3rd Party Information

Contractor Name & Phone Number	Business Name & License Number	Insurance Carrier / Policy Number

This application is four (4) pages including this one. Copies can be obtained from the Marina office or store.

Oroville Lake Marinas LLC, California Department of Parks & Recreation and Department of Water Resources are to be listed on the vendor insurance policy as additional insureds with:

- A minimum liability of \$300,000 for each person, \$500,000 for each occurrence. Property Damage Liability and Products Damage Liability of \$200,000; OR
- Combined single limit (CSL) \$500,000 per occurrence, OR
- Combined single limit (CSL) \$1,000,000 per occurrence.
- Insurance policies shall contain the following special endorsement; Oroville Lake Marinas LLC, State of California, Department of Water Resources and their officers, employees, and servants are included as additional insured but insofar as operations under contract or work permit are concerned; The insurer will not

cancel or reduce the insured's coverage during the period that this work permit is in effect or without 30 days prior written notice, whichever is shorter to Oroville Lake Marinas LLC, State of California and Department of Water Resources. This cancellation provision shall not be construed in derogation of the duty of the permittee to furnish insurance during the entire term of working on concession premises.

A certificate of insurance for any service provider doing work on-site with the above referenced requirements is to be turned into the Marina. This is required prior to starting work within the Marina concession. Please attach a copy of the insurance policy to this application. Vendors accompanied by vessel owners will be permitted to be on-site to evaluate job requirements, and build a plan detailed herein.

Initial \_\_\_\_\_

All work approved to be done on-site at Bidwell Canyon Marina, and Lime Saddle Marina must be completed inside of the customer proposed containment area. Any breach of the containment area by chemical, oil, paint, debris, airborne or other contaminant will result in immediate termination of work. Remediation of any environmental contamination will be at the applicant(s) cost as determined by the Marina and California State Parks. I also agree to abide by all of the Moorage Rules and Regulations of Oroville Lake Marinas LLC or such other work policies or rules that Oroville Lake Marinas LLC may have in effect.

Initial \_\_\_\_\_

All work is to be performed by licensed and insured vendor(s). All vendors must add Oroville Lake Marinas LLC, State of California and Department of Water Resources as additionally insured to their insurance.

Initial \_\_\_\_\_

Approved work must stay within the specifics of the plan herein. Any variations to the plan will result in an immediate stop to work, and the potential of customer contract termination. If repairs are done to floatation, the resulting work must be pressure tested to ensure the integrity of the repair.

Initial \_\_\_\_\_

Changes to the approved plan require review and acceptance by Oroville Lake Marinas LLC before the variation in work is to begin.

Initial \_\_\_\_\_

By signing this document, I \_\_\_\_\_ (or my company as applicable) hereby release Oroville Lake Marinas LLC, California Department of Parks & Recreation and Department of Water Resources, and their officers, employees, and agents (collectively, "The Marina Parties"), from any liability, claims or causes of action during the course of the work outlined in this proposal. Under no circumstances shall the Marina Parties 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. I, the boat owner, and licensee of the personal property to be worked on take full responsibility that the proposed plan will be done in a safe and timely manner. I will oversee all aspects of the proposed plan and am responsible for the adherence to the predetermined guidelines set forth in this document. I understand and expressly accept and assume the risk that any facts concerning any and all claims or causes of action released in this document might be found later to be other than or different from the facts now believed to be true, and I agree that the releases in this document shall remain effective. Therefore, with respect to all claims or causes of action released in this document, I waive any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Signature of Owner \_\_\_\_\_

Date \_\_\_\_\_

Signature of Vendor \_\_\_\_\_

Date \_\_\_\_\_

**Description of type of work / Scope of work involved:**

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**Plan of proposed work / Projected timeframe:**

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## **Containment plan for all work proposed:**

(Please attach drawings of the containment proposal to this document. Containment of any creation of debris airborne or otherwise)

## General Safety Plan:

(Disclose safety measures to be taken at all times, personal protective equipment, and emergency procedures and equipment to be used)

**Final cleanup plan / disposal of materials used / Area reclamation if applicable:**

(Disposal of any kind must be done by the vessel owner or vendor off-site. Marina and State dumpsters are **NOT** to be used. Proper removal of chemicals, and containment supplies will be the responsibility of owner and vendor)