



MILLERTON LAKE MARINA

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CHECK LIST OF ITEMS NEEDED FROM SLIP HOLDERS

This is what we need from you, our valued customers, to be a permanent slip holder at Millerton Lake Marina. Please attach this sheet with the corresponding documents (in order listed below)

- Boat Slip License Agreement** – completed, signed, dated, and each page initialed.
- Marina Rules** – read and each page initialed.
- Disclaimer of Liability and Agreement to Indemnify** – completed, signed and dated.
- Copy of current DMV registration or Coast Guard documentation.**
- Certificate of Insurance** – have your insurance carrier fax to the Marina office:
 - (a) **Minimum \$300,000 public liability** and hull insurance for the value of the vessel;
 - (b) Have **Lake Millerton Marinas, LLC** named as an **additional insured/additional interest**. (This is a service provided to you by your insurance carrier at no additional cost to you.)

ALL PAPERWORK MUST BE COMPLETED AND IN THE MARINA OFFICE PRIOR TO THE ARRIVAL OF YOUR VESSEL. A PER NIGHT TRANSIET FEE WILL BE CHARGED UNTIL YOUR FILE IS COMPLETE AT A RATE OF \$20.

MY SIGNATURE BELOW VERIFIES I HAVE INCLUDED ALL ITEMS LISTED ABOVE IN ORDER REQUESTED AND THAT MY APPLICATION PACKAGE IS COMPLETE.

Slip Holder Signature: _____

Date: _____

_____ Initials

DISCLAIMER OF LIABILITY AND AGREEMENT TO INDEMNIFY

I, _____ (Boat /Vessel/Trailer Owner), for myself and for my Boat /Vessel/Trailer at the Millerton Lake Marina (the “Marina”) agree that:

1. I assume the risk of use of the Boat Slip or Storage Space at the Marina that I have been assigned pursuant to the License Agreement that I have signed.
2. I understand that Lake Millerton Marinas, LLC (the “Marina”) assumes no responsibility for, and **shall not be liable** for, the care, protection or security of my property.
3. I agree and understand that **the Marina shall not be considered an insurer** of my boat or any of my property at the Marina.
4. I, for myself, for the Boat /Vessel/Trailer, for my family, my guests, my heirs and assigns, agree that I will, **and I do assume all responsibility** for any injury or illness, and for all related costs, for medical expenses and damages of any kind from injury or illness that any of them may incur, arising out of, or in any way related to, my activity of any kind within the Marina. **I agree to hold Marina, its officers, agents, managers, employees, and assigns harmless and free of any and all claims for liability, injury, illness or death, and for all costs, medical bills or other damages incurred by me or my family, my guests, heirs or assigns, that may be caused by any activity which happens within the assigned boat slip, storage space or any other area of the Marina that is not designated as a common area, except for those caused by the gross negligence of the Marina or its agents, including for all injury, illness, damage or death, which I or anyone else may claim to have been partly or solely caused by the Marina’s negligence. I agree to indemnify,** defend and hold the Marina harmless from any and all claims, suits, actions, liability or expense occasioned by any injury to person or property sustained by me or my family, visitors, heirs or assigns in any of the assigned spaces or slips within the Marina, or as a result in the pumping out, up-wrighting, towing, or any related event or service rendered by the marina, of any injury caused to me or any of them, except as a result of the Marina’s gross negligence.

I also agree that, **under no circumstances, shall Marina be held liable** for consequential, special or punitive damages, whether in contract or tort, including simple negligence, with respect to my use of any boat slip or any boat or assigned space within the Marina.

I also agree that, In the process of Towing, up-righting, servicing or Pumping water out of my boat, or anything related to rescuing my boat from any perils, Millerton Lake Marina will not be known or unknown, held responsible for any damages or injury.

Boat /Vessel/Trailer Owner’s

Signature: _____ Date: _____

Print Owner’s Name:

Addendum to Boat Slip License Agreement

I understand and agree that there will be an early termination fee if I decide to cancel my contract within 14 days of the date of the contract and if terminated after 14 days there will be **NO REFUNDS** given whatsoever. All cancellations must be in writing and received by the marina.

At the date that this addendum is signed the following termination fees are in effect for this contract;

If cancelled within 14 days of signing the Boat Slip License Agreement, the early termination fee will be **20% of the total slip rental**. I understand and agree that I am also responsible for removal of the boat and all associated costs.

Slip Holder;

Print Name _____ **Date** _____

Sign Name _____

BOAT SLIP LICENSE AGREEMENT

Please print and complete in full. Read this Agreement before you sign it.

This Boat Slip License Agreement is between Lake Millerton Marinas, LLC, (the "Marina"), the boat named below (the "Boat") and the boat owner named below ("Boat Owner"), under the following terms and conditions:

Commencement Date _____ Boat Name _____

Term: Annual Semi-annual Boat Make, Model, and Year _____

Boat Owner's Name _____ Power Sail

If Boat Owner is a corporation, name of registered agent in California: _____ Length: _____
Overall Length (Including bowsprit, swim platform, etc): _____

Home Address _____ Beam _____ Draft _____
Hull Color _____
Topside Color _____

Phone(s) () _____ Types of Fuel on Vessel: _____

Email _____ Propulsion _____
Billing Address: _____

Business Name & Address _____ CF Number _____

Work Phone () _____

Emergency Contact _____
Phone () _____

Name & Phone No. of Authorized Users of Boat: _____

Policy No. _____
Expiration Date _____
Type of Coverage _____
Limits _____

Car License No. _____ State _____ Color _____
Make and Model _____

Proof of registration has been furnished to Marina Insurance Company: _____

Proof of insurance has been furnished to Marina

1. **LICENSE.** Marina hereby grants a license to Boat Owner and Boat for use of the wet slip designated above (the "Slip") located at Millerton Lake Marina for the boat described above, including all riggings, engines, appurtenances and contents (the "Boat"). **This Agreement confers no leasehold interest.** Marina reserves the right to change the Slip assignment at any time or move the Boat for normal marina operations or repairs or for special events.

2. **TERM.** The term of this Agreement shall begin on the Commencement Date and continue on a daily/transient calendar year basis to December 31, _____ (annual) September 30, _____ (semi-annual).

3. **DOCKAGE FEES AND OTHER CHARGES.** Dockage and other fees are payable in advance. Boat Owner will be sent an annual statement setting forth the dockage and locker fees and other charges due. Marina shall be entitled to interest at the maximum rate provided by law on any payment more than five days past due. Non-receipt of billing statements does not relieve Boat Owner of the obligation to pay all charges due. All payments shall be made at the Marina's address set forth above or as indicated on the invoice.

4. **SERVICE CHARGES.** Boat Owner shall pay Marina a service charge of \$20.00 for any payment received after the due date and for every check returned or credit card denied by Boat Owner's bank for insufficient funds, or for any other reason. It shall be in the sole discretion of Marina whether a personal check will be accepted after a check has been returned uncollectable.

5. **SECURITY DEPOSIT.** Before the Boat may be docked, Boat Owner shall pay to Marina a security deposit to secure the performance of Boat Owner's obligations under this Agreement, which shall not be in lieu of any dockage fee. If Boat or Boat Owner is in default on any payment, Marina may use the security deposit to satisfy any sum due to Marina under this Agreement or to defray any expense or damage reasonably incurred by reason of the default. The security deposit (without interest) shall be refunded to Boat Owner within 60 days of termination of this Agreement, provided all the obligations of Boat Owner under the Agreement are satisfied. Marina may commingle the security deposit with other funds held by Marina. If any part of the security deposit is used by Marina, Boat Owner shall pay to Marina a like sum to replenish the security deposit. Boat Owner's failure to replenish the security deposit is a default under this Agreement which entitles Marina to **IMMEDIATELY TERMINATE** this Agreement.

6. **USE OF SLIP.** Boat Owner may use the Slip only to moor the Boat, and for no other purpose. Marina reserves the right to exclusive control over the use of the dock space and has the right to refuse to grant a license to any person for any reason. If Boat Owner sells the Boat and wants to use the Slip for another boat, Boat Owner must first get permission from and register the new boat with Marina. Boat Owner represents that Boat Owner has an ownership interest in the Boat and/or Boat Owner is fully authorized to bind all owners of the Boat to the terms and conditions of this Agreement. If an agent of Boat Owner, including a captain, is signing this Agreement, said person represents that he has the authority to bind the Boat Owner.

In the event of a storm, the Boat Owner will be billed for all reasonable and customary work necessary to secure the Boat. Boat Owner shall be responsible for the conduct and control of all guests, agents or others invited to Millerton Lake Marina. Conduct by Boat Owner or his guests or agents that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of Millerton Lake Marina (including use of drugs or becoming intoxicated by alcohol) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Boat Owner shall not alter the Slip, dock area or utilities services. Boat Owner shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type on the Slip, without the written permission of

Marina. Use of Millerton Lake Marina or the Slip for the purpose of conducting business including, but not limited to, chartering the Boat, is prohibited and will result in immediate termination of the License Agreement without a refund. Upon termination of the Agreement, Boat Owner shall surrender the Slip in good order and repair, other than normal wear and tear resulting from ordinary use.

7. LAWS, RULES, AND REGULATIONS. In using Millerton Lake Marina, Boat Owner shall comply with all laws, rules and regulations of federal, state and local entities, including environmental laws and rules and regulations of the U.S. Coast Guard. Boat Owner shall comply with all Marina rules. Marina may change the Marina rules by posting new ones or otherwise notifying Boat Owner of the change.

8. ASSIGNMENTS. Boat Owner may not sublet or assign this Agreement and/or the right to use the Slip.

9. INSURANCE.

- (a) Boat Owner, at his sole expense, shall at all times during the course of this Agreement maintain, with an insurance company which is acceptable to Marina, a Protection and Indemnity policy of insurance with limits of not less than \$300,000 and a deductible of not more than \$10,000 per occurrence, naming the Marina (Lake Millerton Marinas, LLC) as “additional insureds”. Boat Owner shall also maintain a Hull and Machinery policy covering at least 100% of the present, actual cash value of the Boat, with endorsements for extended perils, damage by fire, electrolysis and/or stray current, corrosion, vandalism, theft and burglary.
- (b) Upon execution of this Agreement, Boat Owner shall provide Marina with copies of the insurance policies evidencing coverage and shall produce evidence of the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of any amendment or cancellation.
- (c) All subcontractors employed by Boat Owner shall: (1) register at the Marina Office prior to beginning work; (2) provide proof of insurance which is substantially in compliance with the terms of the policies noted above and name Marina as an additional insured; and (3) comply with all applicable laws.
- (d) Failure to comply with any of the terms of this section shall, at the option of the Marina, be cause for **IMMEDIATE TERMINATION** of this Agreement by Marina.

10. UTILITIES. At the present time there is no electrical or fresh water available to Boat Owner. Marina expressly does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services.

11. BOARDING AND REMOVAL OF BOATS. In case of emergency, Marina is authorized to do whatever Marina deems reasonably appropriate, including boarding the Boat, moving the Boat or taking any other action, without liability for damages or loss of any kind arising from such action or inaction, unless such damage or loss directly results from Marina’s gross negligence. Boat Owner agrees to pay for any work done by Marina in such a situation. Boat Owner agrees to have a working automatic bilge pump on the Boat at all times.

12. LIEN FOR FEES AND SERVICES. Marina shall have a possessory lien on the Boat pursuant to the California Harbors and Navigation Code to secure the performance by Boat Owner of the terms and conditions of this Agreement and to secure payment by Boat Owner for all services and supplies provided by Marina to Boat Owner or on behalf of the Boat. Notwithstanding termination of this Agreement, Marina shall be fully authorized to **HOLD THE BOAT AND SELL THE SAME** in accordance with

applicable possessory lien law in the event Boat Owner fails to perform the terms and conditions of this Agreement or fails to pay for services and supplies. So long as Marina continues to hold the Boat, Boat Owner shall be deemed to be holding over and shall be responsible for all continuing charges and expenses incurred by Marina and Holding Over fees as more fully described in Section 13. Boat Owner expressly agrees that Marina shall also have the right to exercise any and all rights available to it under applicable federal admiralty law, including but not limited to the right to arrest the Boat and recover any and all expenses incurred in so doing as custodia legis expenses.

13. HOLDING OVER. If the Boat remains at the Slip following termination of this Agreement, and without otherwise limiting the rights of Marina hereunder, Boat Owner shall be deemed to be occupying the Slip for purposes of transient moorage and shall pay Marina the then applicable daily rate of transient moorage for each day the Boat continues to be moored at the Slip.

14. RESPONSIBILITY FOR DAMAGE. Boat Owner and Boat shall be responsible for and shall promptly, upon demand, pay Marina for any costs or damage incurred by the Marina or others due to acts or omissions of the Boat Owner, the Boat, or Boat Owner's agents or guests. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of Millerton Lake Marina. The costs for which Boat Owner and Boat may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel, and any legal fees, costs and penalties incurred in defense of any violations. Boat Owner shall be responsible for *immediately* reporting and cleaning up any such release. Boat Owner shall *immediately* report any release to all appropriate government authorities and to the Marina Manager and shall keep Marina informed on a daily basis of Boat Owner's actions with respect to any clean up. If Marina is not satisfied, at Marina's sole discretion, with Boat Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Boat Owner's expense. This provision is in addition to, and not in lieu of, the provisions set forth in the Disclaimer of Liability and Agreement to Indemnify.

15. DEFAULT; REMEDIES. This Agreement specifies certain breaches by Boat Owner that are so serious that Marina has reserved the right to immediately declare Boat Owner in default and terminate this Agreement or seek other remedies without the notice periods specified below. (See Security Deposit, Section 5; Insurance Section 9). In all other cases, if Boat Owner breaches this Agreement and such breach continue for ten days after Marina has given written notice of the breach to Boat Owner, Boat Owner shall be in default. Upon default, Marina may exercise any and all remedies available hereunder or at law.

If Boat Owner is in default, Marina may elect to terminate this Agreement by giving ten days' written notice to Boat Owner. Upon termination, Boat Owner shall immediately pay all sums due Marina and remove the Boat from Millerton Lake Marina.

Should Boat Owner fail to timely pay all sums due and fail to remove the Boat from Millerton Lake Marina as required, then the Boat shall be conclusively deemed abandoned, Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem moorage fee at the applicable daily rate for transient moorage. In the event of Boat Owner's default or termination of this Agreement without removal of the Boat, Marina may, either exercise its rights under Section 12 above, or, by notice to Boat Owner, suspend the right of Boat Owner to obtain access to Millerton Lake Marina, to use the Slip and the Boat without the necessity of the initiation of any legal proceedings.

16. CUMULATIVE REMEDIES; NO WAIVER. Marina's rights and remedies hereunder are cumulative, and pursuit of any remedy is not an election of remedies or a waiver of any other remedies.

No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach. The acceptance of any performance hereunder, or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or existing thereafter.

17. WARRANTIES. Marina makes ***NO WARRANTIES, EXPRESS OR IMPLIED***, as to the condition of the Slip or Millerton Lake Marina (including floats, walkways, gangways, ramps, equipment and related items) or the suitability of the Slip or Millerton Lake Marina for Boat Owner's intended purposes.

Boat Owner acknowledges that Boat Owner has had an opportunity to inspect Millerton Lake Marina and the Slip prior to execution of this Agreement and agrees to accept both in their current condition and warn his crew, passengers and guest of any real or perceived defects and/or hazards found at the Marina or the Slip.

18. NOTICES. Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the other party or five days after it is deposited in the mail, addressed to the other party at the addresses set forth in the Agreement. Boat Owner is responsible for informing Marina of any changes to Boat Owner's current address and phone number.

19. ATTORNEY'S FEES. If either party defaults under this Agreement, the other party shall be entitled to recover any cost incurred, including attorneys' fees in enforcing or protecting its rights, whether or not suit is filed.

20. ARBITRATION. In the event of default by either party to this Agreement, and/or dispute arising out of this Agreement, such dispute shall be submitted to binding arbitration before the American Arbitration Association, or any similar ADR provider in Los Angeles, California. In addition to any award, the parties prevailing in such arbitration shall be awarded its reasonable attorneys' fees, expert witness fees and cost in enforcing or protecting its rights.

21. STATE PARK ACCESS:

- (a) Launch and Recovery of Boats. Properly affixed current Marina decals will give Slip Holder's access for launch and retrieval of boats/vessels. If a boat/vessel does not have a current, properly affixed Marina decal, the launch fee shall be charged by Park staff.
- (b) Day Use. Vehicles entering Millerton Lake (outside the Marina) which are owned by Slip Holders and properly identified with current, properly affixed Marina identification decal will be allowed to use the Park for day use. All camping fees shall apply.

22. LIVE-ABOARDS AND STAYING OVERNIGHT. No person may live aboard or stay overnight on the Boat when berthed at the marina.

23. CAMPING ON THE LAKE. Camping will only be permitted by State Park officials and is allowed by limited numbers in specified locations of the Lake. Camping permits must be obtained from the State Park entrance personnel and are not available at the Marina.

24. DISCLAIMER OF LIABILITY AND AGREEMENT TO INDEMNIFY. The Disclaimer of Liability and Agreement to Indemnify executed by Boat Owner concurrently with this Agreement is hereby incorporated into this Agreement by reference.

25. SEVERABILITY; ENTIRE AGREEMENT. If any provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior Agreements. Except as otherwise provided in this Agreement, no changes to this Agreement are valid unless in writing and signed by both parties.

Boat Owner on his/her own behalf and on behalf of Boat acknowledges that he/she has read and fully understands this License Agreement, including the Marina Rules set forth below. Boat Owner certifies that the information provided is correct and agrees to promptly notify the Marina in the event of changes to the above information. Copies of the current boat registration and declaration pages of the current insurance policies are required to be kept at the marina office for as long as the Boat is in Millerton Lake Marina.

“MARINA”
Lake Millerton Marinas, LLC

“BOAT OWNER”

By: _____

Boat Owner
Sign Here:

MARINA RULES

1. **REGISTRATION.** All boats, craft, and trailers must have a current, properly affixed California registration and current Millerton Lake Marina sticker in the Marina. Failure to have a current registration will result in removal of the boat at the Boat Owner's expense without a refund.

2. **ENVIRONMENTAL.** Oil, oily water or raw or untreated sewage shall not be discharged into the water or on land. All vessels shall be subject to inspection at any time by the Marina staff and other authorities to ensure that all sewage systems are Coast Guard approved and all through-hull valves are properly sealed to prevent illegal dumping while in port. All sewage systems on vessels must be U.S. Coast Guard approved and must be locked off while the vessel is docked. No porta-potties are permitted in the Marina. All spills of gas, diesel fuel, oil, or other hazardous materials must be reported immediately to all appropriate governmental authorities and the Marina Manager. Boats may only be washed with biodegradable soaps and the amount of soap used must be kept to a minimum. Removed paint chips, sanding debris, hazardous chemicals, including oil, engine coolant, hydraulic fluid, gasoline, diesel, paint and mineral spirits may not be allowed to enter the water or the ground and may not be left where they might be prone to leaking or spilling or exposed to rainwater. Proper disposal of all such sewage, oil products and chemicals is the sole responsibility of the boat owner. The Marina office may be contacted for approved disposal sites.

3. **TRASH.** Garbage is not to be thrown overboard or stored on the docks. It must be placed in sealed plastic bags and placed in the dumpster provided. No oil products, paint or solvents, or other hazardous items are allowed in the trash. An oil disposal facility is provided at the Marina.

4. **NOISE.** Noise should be kept to a minimum at all times. Discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance.

5. **SWIMMING AND FISHING.** Swimming, diving, and fishing are not permitted from the docks or finger piers.

6. **STORAGE ON DOCKS.** Walkways shall be kept clear at all times. Only approved dock boxes and boat stairs are allowed on the docks. Only dock boxes properly identified and approved by the Marina may be installed and then only in designated areas. Storage of items must be confined to the dock box or the boat and will not be permitted on the docks, finger piers, parking areas, etc. Storage of hazardous or flammable materials is not allowed on or about the docks or in dock boxes. Any unapproved items found on a walkway or finger pier will be removed and disposed of at the owner's expense.

7. **PARKING AND MOTOR VEHICLES.** Designated parking is expressly for the use of Marina slip tenants and their guests. Violators will be towed at the owner's sole risk and expense. Long term storage of vehicles is not permitted. Vehicles shall not be left in the same spot for more than three days without approval. Millerton Lake Marina does not warrant the availability or security of parking. The Marina disclaims responsibility for vehicles parked in the parking lots, including damage to, theft of or theft from vehicles. No overnight accommodations will be allowed in a trailer, recreational vehicle or other camping equipment in the Marina parking areas. Trailers or small boats on trailers are not to be parked in any parking area without written approval and proper identification from the Marina. Parking violators will receive a parking citation which may be issued for each occurrence. The parking areas are often congested with many pedestrians moving around; please drive very slowly through these areas to avoid accidents and injuries. Boat owners and their guests shall maintain a safe speed while at the Marina and shall not exceed 15 mph at any time.

8. COOKING AND CAMPFIRES. No open fires, BBQ's or cooking stoves are permitted on the docks in the Marina.

9. FIREWORKS. Absolutely no fireworks of any kind may be used or stored in the Marina. It is illegal to possess fireworks in a State Park. The Millerton Lake Marina is located within the State Park.

10. PETS. Pets are permitted only if they do not create any disturbance. All pets must be kept on a leash six feet or less, and under the immediate control of the owner at all times. Pet owners are responsible to clean up debris left by their pets. Marina reserves the right to bar any pet from the Marina.

11. BOAT MAINTENANCE. Boat owners are allowed reasonable latitude regarding the care and maintenance of their boats. However, the following limits apply. Work above the rail or in the interior of the boat may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by Marina employees or other boat owners, captains or crew. Other than employees or approved subcontractors of the Marina, and approved subcontractors employed by Boat Owner and registered in Marina, only boat owners or a boat owner's employees who normally operate the boat may perform work. Approval to perform work other than normal maintenance must be obtained from the Marina Manager. **Hull repairs, major engine repairs/overhaul, major sanding and painting, major carpentry/rebuilding projects will not be approved.** Any approved projects must be accomplished strictly in compliance with all applicable laws and regulations; any violations will cause immediate stoppage of work, and may lead to cancellation of project approval. Repairs that may damage the docks are not allowed. Boat owners are liable for any damage to Marina property, which occurs as a result of such repairs. At the end of the day, all tools, lumber, supplies, etc., shall be neatly stored upon the vessel. Work areas shall be covered with tarps, in order to maintain a neat appearance. Work items and debris shall not be left on docks or finger piers. Debris that results from repairs shall be removed from Marina property by the boat owner. Outside contractors must be registered with the Marina, provide proof of current sufficient liability insurance and worker's compensation insurance prior to commencement of work.

12. SEAWORTHY CONDITION OF BOAT. All boats are to be maintained in a sound and seaworthy condition. When this fails to occur and/or Marina considers there to be a risk of sinking, fire or other hazard, the Marina may, in its sole discretion, give the boat owner 30 days notice in writing in which to correct the problem(s). Failure to do so will be a **DEFAULT** in the terms of the License Agreement. The Marina reserves the right to perform periodic vessel inspections to determine the seaworthiness of any vessel.

13. LAUNDRY. Laundry shall not be hung on boats or docks.

14. ELECTRICAL. Currently there are no electrical connections or Marina receptacles at Millerton Lake Marina, and no representation is made by Marina that any will be made available.

15. WEAPONS. No weapons or shooting of any kind are permitted on Marina premises. Possession of firearms/weapons is illegal within a State Park. The Millerton Lake Marina is located within a State Park.

16. SLIP AREA. No portion of a boat (i.e. hull, bowsprit, plank, bow pulpit, etc.) shall overhang the walkway at any time nor extend into the waterway more than three feet unless approved in writing by the Marina. Private gangways will not be allowed to block access to another vessel. Boarding steps and ladders are subject to approval by the Marina. Boat owners shall keep their slip free from debris.

17. **WAKE.** No wake allowed! Boat owners are responsible for damages caused by their boat's wake regardless of compliance with posted speed limits.

18. **MOORING LINES.** Boat owners shall provide and maintain appropriate sized mooring lines in good working order and condition and will be responsible for tying up their boat so as not to damage other boats or property including the dock. If Marina employees have to retie a boat at any time, due to poor mooring lines, there will be a labor and material charge assessed against the boat owner. Millerton Lake Marina may have mooring line available for purchase. Check with the Marina Manager.

19. **STAYING OVERNIGHT OR LIVE-ABOARDS.** Staying overnight or living aboard a vessel when moored at the slip is prohibited.

20. **CAMPING ON THE LAKE.** Camping will only be permitted by State Park officials and is allowed by limited numbers in specified locations of the Lake. Camping permits must be obtained from the State Park entrance personnel and are not available at the Marina.

21. **WALKS.** Do not run on walkways of dock areas. Deck shoes are suggested for your safety. If water or mooring lines, or any other thing is required to cross a dock, it must be routed underneath or in a recessed area so as not to present a tripping hazard. Water hoses may be connected to spigots only when being used.

22. **FUEL.** Personal fueling of boats (carrying fuel in gas cans, etc.) is not allowed within the Marina. Storage of gasoline, fuel, or other combustibles on the docks is strictly forbidden. Fuel is not allowed to be brought into the Marina by Slip Holders or guests. Any fuel cans found stored on the dock will be removed by marina personnel.

23. **CHILDREN.** Children under 12 years of age are not permitted on the docks without a parent or responsible adult in attendance. Non-swimmers and young children are requested to wear U. S. Coast Guard approved life jackets when on docks or watercraft decks.

24. **BICYCLES, Etc.** The use of motorcycles, motor scooters, foot scooters, skateboards, roller blades, skates, and bicycles is not permitted on Marina docks. Gas powered skateboards and scooters are not allowed at the Marina at any time.

25. **COMMERCIAL ACTIVITY.** No commercial activity shall be conducted at the Marina. Commercial activities include, but are not limited to, repairs, rental or leasing of boats, chartering of boats, use of the Marina address, use of a number or a telephone or facsimile on a boat in any advertising, brochure, letterhead, business card, or other commercial document. No advertising or soliciting is permitted in the Marina. Any commercial activity will result in termination of your Slip License Agreement without refund. The display of "FOR SALE" signs on a boat is not permitted without Marina approval.

26. **DOCK CARTS.** Dock carts are currently available at the Marina for use by slip holders on a "FIRST COME, FIRST SERVE" basis.

27. **ENTERING UPON OR TRESPASSING** upon any occupied boat slip or vessel reserved or occupied by any other person without the expressed permission of those persons or the management of Millerton Lake Marina is strictly prohibited. Such intrusion or trespass shall be grounds for immediate eviction from the property of Millerton Lake Marina at the sole discretion of Millerton Lake Marina management.

28. NO SOLICITING OR SCAVENGING is allowed in any area of the Marina. This includes the scavenging and/or collection of cans, bottles, and other recyclable materials from any containers or areas within the property and Marina dock areas of Millerton Lake Marina. Such actions or trespass shall be grounds for immediate eviction from the property of Millerton Lake Marina at the sole discretion of Millerton Lake Marina management.

29. WATER LEVELS. Licensee is responsible for monitoring water levels around your assigned slip. Failure to remove your boat should the water level drop or diminish will result in costs for removal and storage. **You may call the Bureau of Reclamation that controls the Lake water level at (559) 822-2211, or check the web address (<http://cdec.water.ca.gov>), Station ID: [mil]=millerton lake-friant dam for Lake elevation levels.** *The call for information on Lake Levels should not be substituted for a visual inspection of your boat/craft.*

30. OTHER. These rules of the Marina are subject to change and may be amended from time to time as deemed necessary by the Marina Management.

31. BASIS FOR SLIP RATE: You will not be charged for the length of your boat. You are billed according to slip size, location, and dock construction. This will simplify the billing procedure.

32. ATTENTION. PLEASE NOTIFY THE MARINA OF ANY UNSAFE, UNLAWFUL, OR HAZARDOUS CONDITIONS THAT COME TO YOUR ATTENTION.

33. GATE KEYS.

- No more than two keys.
- Person possessing key must have ID which matches Slip Holder's address.
- Possession of a get key does not serve as payment of Day Use Fee for vehicles which do not display proper Marina ID.
- Misuse of gate keys may result in confiscation, termination of Contract, or misdemeanor violation for non-payment of fees.

34. GUEST FEES. All visitors and guests of Slip Holders not arriving in a properly identified Slip Holder vehicle must pay the Park entry fee and display proof of payment on the dash of their vehicle.

The above has been read and agreed to. Date _____

SIGN HERE _____
Boat Owner/Slip Licensee