

**CITY OF MORRO BAY
HARBOR DEPARTMENT**

**1275 Embarcadero
Morro Bay, California 93442**

COMMERICAL SLIP, CITY MOORING & PRIVATE MOORING RENTAL AGREEMENT

Name of Vessel Owner: _____ Date: _____

Vessel Operator: _____

Billing Address: _____ Cell Phone: _____

Email Address: _____ Home Phone: _____

Name of Vessel: _____ U.S. Documentation No. or CF : _____

Overall Length: _____ Beam: _____ Draft: _____ DL: _____

Current Monthly Rate: _____ Slip No. _____ or Private/City Mooring: _____

1. The rental term shall be for a period of Monthly which term may be renewable at the option of the City, provided that, if the City at any time requires relocation of the mooring zones, or movement of individual mooring locations due to realignment of the navigable channel, or for performing necessary dredging operations; then such rental term shall be terminated. In such case; the City may, but is not required to, provide comparable mooring space for the duration of the term.
2. All fees are due and payable in advance on the first of every month and become delinquent if not paid by the tenth of every month.
3. Installation, maintenance and inspection of moorings shall be in accordance with and subject to City specifications and conditions and all costs for same shall be at the expense of the individual mooring owner. Each mooring may be inspected for general condition and safety by a Harbor Patrol Officer or his delegate. Inspections will not be interpreted as causing liability to transfer to the City of Morro Bay. Renter agrees to indemnify City from any and all claim, loss, cost or expense including attorney's fees resulting from renter's failure to properly and safely maintain said mooring. Applicant further assumes sole responsibility and risk for any damage to a vessel tied to said mooring and for damage to persons, vessels, or property.
4. The City shall have a lien against the above described boat, her appurtenances and contents, for all services rendered to the vessel, for unpaid sums due for use of facilities, for violation of items 2 and 3 mentioned above, or for damage caused or contributed to by the above described boat or by boat's owner, crew or guests, to any docks or property of the City of Morro Bay Harbor Department or that of any other boat or person on premises. The boat owner shall be responsible for legal fees and costs for collecting any and all unpaid sums.
5. The City reserves the right to cancel this Agreement at its sole discretion. A thirty (30) day notice of such cancellation will be given by registered mail. In the event of failure to pay rent or in the event of failure to make emergency repairs, this Agreement may be cancelled on five (5) days' prior written notice.
6. In the event that a mooring owned, installed and maintained by a private individual is abandoned, or in the event that rental fees owed to the City are in arrears, or in the event that the renter fails to comply with the inspection and repair requirements, then the Harbor Director may have the mooring removed and the boat stored at the expense of the mooring owner. In the event that the mooring owner fails

to reimburse the City of Morro Bay within thirty (30) days following removal, then the City may sell the mooring to recoup the costs incurred for all services rendered to the vessel, mooring removal and administrative costs associated with that removal. Storage expenses will also be charged against the vessel removed from the mooring.

7. Transfer of mooring space is subject to the approval of the Harbor Director or his delegate. Sale of the previous occupant's mooring tackle, by that renter, in no way obligates the City to rent that space to the buyer of said mooring tackle. Renter and City agree that at the conclusion of personal use by the renter, all rights to the mooring site will revert to the City for assignment by the City in accordance with the City's priority list. Any assignment without the prior written consent of the City is absolutely void.
8. The rate indicated on the date of issue of this Agreement is subject to a periodic adjustment as adopted by the City Council. Notification of a rate change will be made at the time the first billing is sent after the rate change.
9. Any property interest created by this Agreement may be subject to property tax for the possessory interest established by this Agreement. Renter agrees to pay all the possessory interest taxes.
10. By entering this Agreement, the renter agrees to abide by the Harbor rules and regulations and all Morro Bay City ordinances.
11. The signature of the renter hereunder shall signify that the City is released from all liability and renter shall hold City harmless from any action arising from the issuance of this Agreement or the use of the designated mooring space.
12. A 30-day advanced written cancellation notice of vessel owner's intent to vacate commercial slip or City mooring must be given by a vessel owner before vacating the commercial slip or City mooring. Fees are due and payable through the end of that notice period.

Date

Vessel Owner or Authorized Representative

Harbor Department Approval