



Camanche Recreation Mooring (Buoy) Rental Agreement

Owner Name _____ Boat Name _____

CF# _____ Hull ID Number _____

Owner Address

Street _____

City _____ State _____ Zip _____

Email Address _____

Phone Numbers

(H) _____ (W) _____ (C) _____

Rates and Charges

Mooring Buoy (under 30')	Mooring Buoy (over30')
Day _____ \$15.00	Month _____ \$325.00
Week _____ \$80.00	Calendar Year _____ \$1900.00
Month _____ \$250.00	
Calendar Year _____ \$1450.00	*Holding Tank Pump Out ___ \$75.00

I have read the attached General Rules and Conditions also the Waiver & Release and agree to abide by them in their entirety. I understand that failure to comply with these policies, by myself, my visitors or contractors, may result in immediate termination of all privileges associated with this agreement. Camanche Recreation Company reserves the right to determine if refunds of fees in part or in full will be made if termination is deemed necessary by either Camanche Recreation Company and or EBMUD.

Print _____ Signature _____ Date _____

Print _____ Signature _____ Date _____



Camanche Recreation Mooring (Buoy) Rental Agreement Automatic Payment Authorization

I DO HEREBY AUTHORIZE CAMANCHE RECREATION COMPANY TO USE MY CREDIT CARD FOR THE SOLE PURPOSE OF PAYING MOORING/BUOY FEES AND ALL SERVICE FEES DUE.

The term of this Agreement shall begin on the Commencement Date and continue on a (select one and initial)

Day (under 30') []	Day rate \$ _____
Week (under 30') []	Weekly rate \$ _____
Calendar month to calendar month []	Monthly rate \$ _____
Calendar year license []	Annual rate \$ _____

Either party may terminate a calendar month to calendar month basis Agreement by giving the other party at least thirty days written notice. Annual license agreements may not be terminated except as provided herein and at the sole discretion of the Management Company.

Master Card Visa Discover American Express

Name on Credit Card _____

Credit Card Number _____

Expiration Date _____

CVV# _____

Print _____ Signature _____ Date _____

Print _____ Signature _____ Date _____



**General Rules and Conditions
Mooring (Buoy) Agreement**

RULES

Nightly – Provides for the mooring of one boat at an assigned mooring buoy. Includes an Overnight Marina and Day Use Parking sticker for one vehicle for parking in the Marina parking lot overnight and all day. One shuttle boat will be made available to customers to access their moored vessels, but must be returned promptly for use by other mooring customers, or vessel rental fees will be applied. Does not include vessel tow, launch, or septic tank pump out.

- Mooring buoy renters may moor overnight away from their rented buoy (essentially camp on their vessel) without charge, maximum of 14 continuous days.
- The vessel must be equipped with a sealed toilet on board.
- All overnight activities must remain on the vessel. Use of shoreline for camping or any other activities is prohibited.
- The vessel may not beach along or moor adjacent to any shoreline associated with campgrounds or other facilities, marinas, ramps, and docks, however utilizing the shoreline along developed day use areas is permitted during day use hours only.

Additional vehicles:

- A second vehicle may be added by purchasing an Overnight Marina and Day Use Parking permit at current rate. This may only be sold to holders of current mooring buoy agreements.
- A guest vehicle may be added on a daily basis by purchasing a Nightly non-camping access, and by purchasing a Day Use access if they arrive prior to 3:00 pm or remain after 1:00 pm the next day.
- If holder of mooring buoy agreement wants to bring in additional boats, they must purchase appropriate tags for boat and vehicle entry.

Boating / Recreational use

- Do not overload boats
- Obey all information and warning buoys and day-marks.
- Boat should be operated at "idle" speed in both marked 5 MPH areas and anywhere within 200 feet of any shoreline.
- Read and obey all signage.
- All children 12 years and under must wear life jackets.
- We recommend all passengers wear their life jackets. We highly recommend all non swimmers wear their life jackets.
- NO RECKLESS BOATING.
- EBMUD Rules and Regulations as posted and published must be obeyed at all times.

Initial _____ Date _____

Initial _____ Date _____



**General Rules and Conditions
Mooring (Buoy) Agreement**

Conditions

- Camanche Recreation Company reserves the right to Camanche Recreation Company supplied moorings and there use when not occupied by a contract holder.
- All vessels must have hull and liability insurance with a minimum liability limit of \$300,000. Proof of insurance must be filed with Camanche Recreation Company prior to the start of contract and must list Camanche Recreation Company and East Bay Municipal Utility District as an "additionally insured".
- Camanche Recreation Company is not responsible for damages due to fire, storm, theft, wind, ice, acts of God, and the work of independent contractors or any other cause. The owner agrees that Camanche Recreation Company will not be held liable in the event of such occurrences.
- Camanche Recreation Company reserves the rights to require that vessels leave docks and moorings should extreme weather conditions require.
- The contract holder acknowledges that Camanche Recreation Company makes no representations regarding the adequacy of water levels for ingress and egress. Camanche Recreation Company is not responsible for damage resulting, directly or indirectly, from low water levels.
- **No outside labor or independent contractor work is allowed unless express written permission to proceed is obtained from the Camanche Recreation Company.** Contractors must provide proof of insurance prior to the commencement of work and owner must submit a Vessel Renovation Agreement form for approval.
- In the interest of safety, Camanche Recreation Company reserves the right to move any vessel at any time that Camanche Recreation Company deems it necessary.
- Camanche Recreation Company will make all efforts to notify the vessel owner/captain should the need arise to move the vessel.
- **Owner waives any right to compensation from Camanche Recreation Company or its representative in the event the vessel is damaged while attempting to move it for safety reasons or otherwise.**
- The use of electric power cords or extensions is at the sole risk of the user. Camanche Recreation Company shall be exempt from any and all liability for damages or injury to any person or property caused by, or as a result of, the use of any electrical appliances.
- All electrical shorelines, adapters, and dockside male plugs must be equipped with an acceptable ground and
- Camanche Recreation Company provides no on water security protection and assumes no responsibility whatsoever for the safety of boats and or equipment referred to herein, directly or indirectly.
- Any vehicle parked in the Camanche Recreation Company lots must have a permit which must be visibly displayed, and vehicles must be parked in designated parking areas.
- Boat owners must provide proper dock lines and fenders to accommodate boat handling and care.
- Overboard discharge of holding tanks within the confines of Lake Camanche mooring field or at the Camanche Recreation Company docks is illegal and strictly prohibited.

Initial_____ Date_____

Initial_____ Date_____



**General Rules and Conditions
Mooring (Buoy) Agreement**

Conditions Continued

- Boat owners and their guests shall not obstruct docks, driveways, or common areas.
- Camanche Recreation Company will not be responsible for the delivery of any mail or goods shipped to vessels in the care of Lake Camanche/ CRC/ Camanche Recreation Company.
- Boat owner must provide and maintain top of buoy to boat mooring line and connectors.
- **MOORING FEES AND OTHER CHARGES.** Mooring and other fees are payable in advance. Amounts appearing on the monthly statement are due by the 10th of the month. Management Company 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 Owner of the obligation to pay all charges due. All payments shall be made at the Management Company's address set forth above or as indicated on the invoice.
- **SERVICE CHARGES.** Owner shall pay Management Company a service charge of \$25.00 for any payment received after the due date and for every check returned by Owner's bank for insufficient funds or for any other reason. It shall be in the sole discretion of Management Company whether a personal check will be accepted after a check has been returned uncollectable.
- **SECURITY DEPOSIT.** Before the vessel may be moored, Owner shall pay to Management Company a security deposit to secure the performance of Owner's obligation under this Agreement, which shall not be in lieu of any mooring fee. If Owner is in default on any payment, Management Company may use the security deposit to satisfy any sum due to Management Company 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 Owner within 60 days of termination of this Agreement, provided all the obligations of Owner under the Agreement are satisfied. Management Company may commingle the security deposit with other funds held by Management Company. If any part of the security deposit is used by Management Company, Owner shall pay to Management Company a like sum to replenish the security deposit. Owner's failure to replenish the security deposit is a default under this Agreement which entitles Management Company to IMMEDIATELY TERMINATE this Agreement.
- **USE OF Buoy/Mooring.** Owner may use the mooring / buoy only to moor the specified vessel, and for no other purpose. Access to the Dry Storage Facility housing the unit is restricted. Management Company reserves the right to exclusive control over the use of the mooring/buoy and has the right to refuse to grant a license to any person for any reason.
- Owner shall be responsible for the conduct and control of all guests, agents or others invited to Camanche Lake Marina. Conduct by 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 Camanche Lake Marina (including the use of drugs or becoming intoxicated by alcohol) shall, at the option of Management Company, be cause for immediate termination of this Agreement by Management Company.

Initial _____ Date _____

Initial _____ Date _____



**General Rules and Conditions
Mooring (Buoy) Agreement**

Conditions Continued

- Berthing at the courtesy dock or Marinas in excess of 30 minutes shall incur daily slip rental fees. Owner shall not install or place any other personal property, dinghies, small boats, equipment, boxes or lockers of any type on the Space or transient berth, without the written permission of Management Company.
- Use of Camanche Lake Marina or the Space for the purpose of conducting business is prohibited, unless authorized in writing by the Management Company.
- Upon termination of the Agreement, Owner shall surrender the mooring/buoy in good order and repair, other than normal wear and tear resulting from ordinary use.
- **LAWS AND REGULATIONS.** In using Camanche Lake Marina, Unit Owner shall comply with all laws, rules and regulations for federal, state and local entities, including environmental laws and rules and regulations of US Coast Guard. Owner shall comply with all Management Company and Marina Rules. Management Company may change the Management Company and Marina Rules by posting new ones or otherwise notifying Owner of the change.

- **ASSIGNMENTS.** Owner may not sublet or assign this Agreement and/or the right to use the Space.
- **INSURANCE.**

Unit Owner, at his sole expense, shall at all times during the course of this Agreement maintain, with an insurance company which is acceptable to Management Company, 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 Management Company and East Bay Municipal Utility District (the "District") as an additional insured. Owner shall also maintain a Personal Property and/ or Hull and Machinery policy covering at least 100% of the present, actual cash value of the Unit, with endorsements for extended perils, damage by fire, electrolysis and/or stray current, corrosion, vandalism and burglary.

Upon execution of this Agreement, Unit Owner shall provide Management Company 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 Management Company of any amendment or cancellation.

All subcontractors employed by Owner shall: (1) register at the Management Company 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 Management Company as an additional insured; and (3) comply with all applicable laws.

Failure to comply with any of the terms of this section shall, at the option of the Management Company, be cause for IMMEDIATE TERMINATION of this Agreement by Management Company.

Initial _____ Date _____

Initial _____ Date _____



**General Rules and Conditions
Mooring (Buoy) Agreement**

Conditions Continued

- *UTILITIES.* Management Company 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.
- *BOARDING AND REMOVAL OF BOATS, VESSELS AND VEHICLES; RETURN SERVICE FEES.* In case of emergency, Management Company is authorized to do whatever Management Company deems reasonably appropriate, including boarding the Unit, moving the Unit 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 Management Company's gross negligence. Owner agrees to pay for any work done by Management.
- *LIEN FOR FEES AND SERVICES.* Management Company shall have a possessory lien on the Boat as defined by California Harbors & Navigation Code Section 490 et seq. to secure the performance by Owner of the terms and condition of this Agreement and to secure payment by Owner for all services and supplies provided by Management Company to Owner or on behalf of the Owner. Notwithstanding termination of this Agreement, Management Company shall be fully authorized to HOLD THE UNIT AND SELL THE SAME in accordance with applicable possessory lien law in the event Unit Owner fails to perform the terms and conditions of this Agreement or fails to pay for services and supplies. So long as Management Company continues to hold the Unit, Owner shall be deemed to be holding over and shall be responsible for all continuing charges and expenses incurred by Management Company. Holding Over fees are more fully described in Section 14. Owner expressly agrees that Management Company shall also have the right to exercise any and all rights available to it under applicable federal admiralty and state law, including but not limited to the right to arrest the Unit and recover any and all expenses incurred in so doing as custodial legal expenses.
- *HOLDING OVER.* If the Unit remains at the Space following termination of this Agreement, and without otherwise limiting the right of Management Company hereunder, Owner shall be deemed to be occupying the Space for purposes of transient storage and shall pay Management Company the then applicable daily rate of transient storage for each day the Unit continues to be stored at the Space.

Initial _____ Date _____

Initial _____ Date _____



**General Rules and Conditions
Mooring (Buoy) Agreement**

Conditions Continue

- **RESPONSIBILITY FOR DAMAGES.** Owner expressly understand and acknowledge that Camanche Lake Marina is a designated "Clean Marina" and thereby agree to maintain the highest standards of care regarding release or potential release of hazardous materials into the waterways around the Marina. Owner shall be responsible for and shall promptly, upon demand, pay Management Company for any costs or damage incurred by the Management Company or others due to acts or omissions of the Owner, the Unit or Unit Owner's agents or guests. 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 Camanche Lake Marina. The costs for which Owner 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 Management Company personnel, and any legal fees, costs and penalties incurred in defense of any violations. Owner shall be responsible for immediately reporting and cleaning up any such release. Owner shall immediately report any release to all appropriate government authorities and to the Management Company manger and shall keep Management Company informed on a daily basis of Owner's actions with respect to any clean up. If Management Company is not satisfied, at Management Company's sole discretion, with Owner's actions in reporting and cleaning up a release, Management Company may take any action it deems appropriate regarding the release, at Owner's expense. This provision in addition to, and not in lieu of, the provisions set forth in the Disclaimer of Liability and Agreement to Indemnify.
- **DEFAULT.** This agreement specifies certain breaches by Owner that are so serious that Management Company has reserved the right to immediately declare Owner in default and terminate this Agreement or seek other remedies without the notice periods specified below. (See Security Deposit, Section 5; Insurance Section 10). In all other cases, if Owner breaches this Agreement and such breach continues for ten days after Management Company has given written notice of the breach to Owner, Owner shall be in default. Upon default, Management Company may exercise any and all remedies available hereunder or at law. If Unit Owner is in default, Management Company may elect to terminate this Agreement by giving ten days' written notice to Unit Owner. Upon termination, Unit Owner shall immediately pay all sums due Management Company and remove the Unit from the dry storage yard and the Camanche Lake Marina.
- Should Owner fail to timely pay all sums due and fail to remove the Unit from the Marina and Park as required, and then the Unit shall be conclusively deemed abandoned. Management Company shall be deemed an involuntary depository, and Unit Owner shall incur a per diem storage fee at the applicable daily rate for transient dry storage. In the event of Owner's default or termination of this Agreement without removal of the Unit, Management Company may, either exercise its rights under Section 12 above, or, by notice to Owner, suspend the right of Unit Owner to obtain access to Camanche Lake Marina to use the Space and the Unit without the necessity of the initiation of any legal proceedings.

Initial _____ Date _____

Initial _____ Date _____



**General Rules and Conditions
Mooring (Buoy) Agreement**

Conditions Continued

- **CUMULATIVE REMEDIES NO WAIVER.** Management Company'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.
- **WARRANTIES.** Management Company makes **NO WARRANTIES, EXPRESS OR IMPLIED**, as to the condition of the Space or Camanche Lake Marina (including roads, lots, yards, buildings, walkways, gangways, ramps, equipment and related items) or the suitability of the Space in the Camanche Lake Marina for Unit Owner's intended purposes. Unit Owner acknowledges that Unit Owner has had an opportunity to inspect Camanche Lake Marina and the Space 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 Camanche Lake Marina or the Space.
- **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. Unit Owner is responsible for informing Management Company of any changes to Unit Owner's current address and phone number.
- **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 right, whether or not suit is filed.
- **ARBITRATION AND VENUE.** 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 California. In addition to any award, the parties prevailing in such arbitration shall be awarded its reasonable attorney's fees, expert witness fees and costs in enforcing or protecting its rights. Venue for any and all disputes arising under this Agreement which are determined not to be subject to binding arbitration shall be the Superior Court of the State of California for the County of Alameda, Gale-Schenone Hall of Justice.
- **CHOICE OF LAW.** Regardless of the Boat Owner's domicile, Boat Owner agrees that California law shall govern all disputes arising under this Agreement and the associated "Disclaimer of Liability and Agreement to Indemnify."
- **DISCLAIMER OF LIABILITY AND AGREEMENT TO INDEMNIFY.** The Disclaimer of Liability and Agreement to Indemnify executed by Unit Owner concurrently with this Agreement is hereby incorporated into this Agreement by reference.

Initial _____ Date _____

Initial _____ Date _____



**General Rules and Conditions
Mooring (Buoy) Agreement**

Conditions Continued

- **SEVERABILITY: ENTIRE AGREEMENT.** If any provision 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 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.
- **RENT DUE UPON DEFAULT.** Upon default by any Unit Owner with a calendar month to month license term, rent for the unexpired monthly term in which the default occurs plus one additional calendar month shall become immediately due and payable to Management Company. Upon default by any Unit Owner with a six month license or annual license, unpaid rent for all unexpired months of the term shall become immediately due and payable to Management Company.

Unit Owner on his own behalf and on behalf of Unit acknowledges that he has read and fully understands this License Agreement, including the Management Company and Marina Rules as may be promulgated from time to time. Unit Owner certifies that the information provided is correct and agrees to promptly notify the Management Company in the event of changes to the above information. Copies of current registration and declaration pages of the current insurance policies are required to be kept at the Management Company office for as long as the Unit is at Camanche Lake Marina.

“MANAGEMENT COMPANY”
Camanche Recreation Company

“Unit Owner/Owner”

Print_____

Print_____

Signature_____

Signature_____

Date_____

Date_____