

COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS
BOATING AND MARINA MANAGEMENT SECTION
COMMUNITY AND MARKETING SERVICES DIVISION
BOATHOUSE
13640 MINDANAO WAY
MARINA DEL REY, CA 90292
TEL (424) 526-7890
FAX (310) 821-1621
EMAIL: boating@bh.lacounty.gov



MAST-UP STORAGE APPLICATION PACKET

PROSPECTIVE PERMITTEE REQUIREMENTS CHECKLIST

This checklist is provided as a part of the application for Mast-Up Sailboat Storage in order to guide you through the application process prior to submitting application. In order for the application to be considered complete, County of Los Angeles Department of Beaches and Harbors requires all supporting documentation are attached upon submission. The Department of Beaches and Harbors cannot approve the agreement while the application is incomplete.

REQUIRED ATTACHMENTS FOR APPROVAL

GOVERNMENT-ISSUED DOCUMENTATION:

- ☐ Applicant's valid Driver License issued by CA DMV
- ☐ **For undocumented vessels only:** Valid Watercraft Certificate of Ownership and Certificate of Number (CF), issued by CA DMV
- ☐ **For documented vessels only:** Valid National Vessel Documentation Certificate issued by the U.S. Coast Guard.
- ☐ Permanent Trailer Identification Certificate issued by CA DMV.

INSURANCE DOCUMENTATION:

- ☐ Evidence of current automobile liability insurance of not less than \$300,000 for each single accident
- ☐ Evidence of current watercraft insurance with a per occurrence coverage limit of at least \$300,000 in liability and \$300,000 in pollution coverage
- ☐ Coverage update issued by your watercraft insurance company indicating that the **County of Los Angeles Department of Beaches and Harbors** or **LA County DBH** is listed as an additionally insured interest.

A PHOTO WITH THESE SPECIFICATIONS:

- ☐ The vessel must be on registered trailer
- ☐ The vessel's mast should be readily visible
- ☐ For undocumented vessels only: The CF number must be legible and must match the CA DMV-issued ownership and number certification
- ☐ For undocumented vessels only: Current CA DMV-issued registration sticker

YOUR REQUIRED ITEMS AND FEE SCHEDULE UPON APPROVAL

MONTHLY RENTAL FEE BASED ON LENGTH:

- ☐ 15' - 21' = \$140.00 ☐ 22' - 24' = \$150.00 ☐ 25' - 28' = \$175.00 ☐ 29' - 31' = \$250.00

DEPOSITS TO HOLD:

- ☐ Security deposit equivalent to two months of storage fees, in addition to your non-prorated prepay amount for your start month
- ☐ Combined parking permit and keycard deposit of \$50.00

COUNTY OF LOS ANGELES
DEPARTMENT OF BEACHES AND HARBORS
BOATING AND MARINA MANAGEMENT SECTION
COMMUNITY AND MARKETING SERVICES DIVISION
FISCAL BUILDING
13575 MINDANAO WAY
MARINA DEL REY, CA 90292
TEL (424) 526-7890
FAX (310) 821-1621
EMAIL: boating@bh.lacounty.gov



MAST-UP STORAGE APPLICATION

INSTRUCTIONS:

Read all rules and regulations, complete this application, then initial, sign and date, where applicable. Wait patiently after submission, as applications may take days to be approved.

| | | | |
|--------------------------|----------------------|----------------------|----------------------|
| Agreement | <input type="text"/> | Space | <input type="text"/> |
| Last Name | <input type="text"/> | First Name | <input type="text"/> |
| | | MI | <input type="text"/> |
| Address | <input type="text"/> | | |
| City | <input type="text"/> | State | <input type="text"/> |
| | | Zip Code | <input type="text"/> |
| Mobile | <input type="text"/> | Home | <input type="text"/> |
| | | Work | <input type="text"/> |
| E-mail | <input type="text"/> | | |
| Emergency Contact | Full Name | <input type="text"/> | Phone |
| | | <input type="text"/> | <input type="text"/> |
| Boat Name | <input type="text"/> | Trailer Make | <input type="text"/> |
| Boat Make | <input type="text"/> | Build Year | <input type="text"/> |
| Build Year | <input type="text"/> | Vehicle ID No | <input type="text"/> |
| Hull ID No | <input type="text"/> | Lic. Plate No | <input type="text"/> |
| CF/Doc No | <input type="text"/> | Length | <input type="text"/> |
| Length | <input type="text"/> | Color | <input type="text"/> |
| | | Length with Overhang | <input type="text"/> |
| Signature | <input type="text"/> | | Date |
| | | | <input type="text"/> |

DEPARTMENT USE ONLY

| | | | |
|------------|--|--------------|----------------------|
| Start Date | <input type="text"/> | Sec. Deposit | <input type="text"/> |
| Rent/month | <input type="text"/> | Pre-Payment | <input type="text"/> |
| Key Card | <input type="text"/> | Key & Permit | <input type="text"/> |
| Forfeiture | <input type="checkbox"/> Forfeits Lock & Key Deposit | Total Amount | <input type="text"/> |

ATTACH FILES NOW

SUBMIT APPLICATION

MAST UP STORAGE RULES & REGULATIONS

NOTE: These Rules and Regulations are promulgated by the Director of Beaches and Harbors ("Director") and apply to the use of all boat storage areas and all users of Mast-Up Storage, whether they be permittees of the County of Los Angeles ("County") or their guests, contractors, employees or agents. These Rules and Regulations are incorporated into and made a part of the Mast-Up Storage Permit ("Permit"). In addition to these Rules and Regulations, all persons using Mast-Up Storage must comply with all applicable Federal, State and local laws and ordinances.

1. VESSEL INSPECTIONS

The County reserves the right to inspect all vessels to determine if they are properly identified and equipped for safe operation in accordance with Coast Guard Regulations and other applicable regulations, including the County's Unseaworthy Vessel Ordinance, County Code §19.12.1060.

2. BICYCLES, SKATES, ETC.

No person shall roller-skate, rollerblade, skateboard, ride bicycles or motorcycles in Mast-Up Storage.

3. NOTIFICATION OF UNSAFE CONDITIONS

Permittees shall promptly notify County of any unsafe or hazardous condition that comes to their attention. Permittees should contact the Marina del Rey Sheriff's Department at (310) 482-6000 to report any unsafe conditions.

4. HAZARDOUS ACTIVITIES

All high risk fire hazards, including, but not limited to refueling vessels at Mast-Up Storage are strictly prohibited.

5. DISCHARGES FROM VESSELS/DISPOSAL OF LIQUIDS

No person using Mast-Up Storage shall throw, discharge or deposit any refuse matter, oil, spirits, flammable liquid, into the water of the harbor or onto the Mast-Up Storage premises. All waste oil, paint solvents, paint and other such chemicals must be disposed of only in receptacles specifically designed by County for such waste and never in trash bins or other areas not posted for such materials, in compliance with U.S. Environmental Protection Agency regulations.

6. DAMAGE TO MAST-UP STORAGE PROPERTY

Each Permittee will be held responsible for any damage to the Mast-Up Storage premises and/or structures caused by the Permittee, his/her guests, contractors, employees and/or agents.

7. REPAIR OF DAMAGES CAUSED BY PERMITTEE

Damage to the Mast-Up Storage premises and/or structures caused by Permittees, their guests, contractors, agents and/or employees will be repaired or corrected solely by the County at the expense of the Permittee responsible for such damage.

8. OFFENSIVE OR HARMFUL CONDUCT

Disorder, depredations or indecorous conduct by Permittee, his guests, contractors, employees and/or agents that might injure a person, disturb other Permittees, cause damage to the premises or structures or harm the reputation of the County shall be just cause for immediate expulsion and termination of the Permit.

9. SOLICITATIONS

No person may solicit business or offer for sale goods, wares, merchandise or services, or solicit orders for such sales on the Mast-Up Storage premises unless permission has been expressly granted by the Director. Plastic sign holders located at the gates, if provided, are strictly for County business postings.

10. POSTING OF SIGNS

No signs, including advertising signs or "for sale" signs, may be posted aboard any vessel or in any boat storage area at the Mast-Up Storage premises. Signs posted in violation of this provision shall be removed. Signs required by law to be posted on a vessel or other personal property, are exempt.

11. RESPONSIBILITY FOR DAMAGES

The County is not responsible for any losses on or damage to vessels or personal property at Mast-Up Storage. Each Permittee will be held responsible for damage that the Permittee and/or Permittee's vessel may cause to the vessels or personal property of other users of Mast-Up Storage.

12. MAINTENANCE OF BOAT STORAGE AREA

Permittee shall maintain the boat storage area assigned to Permittee, and the immediately surrounding area in a neat, clean and unobstructed condition at all times. Should it become necessary for County to maintain the area in said condition, it will be done at Permittee's expense.

13. DISPOSE OF REFUSE

Permittee shall not deposit into any garbage can or other receptacle located on Mast-Up Storage any of the following: (1) paint, varnish, thinner, non-edible oil or other flammable or hazardous materials (2) vessel parts, including but not limited to engine machinery parts, interior parts, fastenings or upholstery or (3) any item weighing in excess of 20 pounds.

14. PETS

No pets are permitted at Mast-Up Storage, with the exception of service animals to the extent permitted by State or Federal Law.

15. NO LIVEBOARDS

Permittee's vessel shall not be used by any person for purposes of habitation for any period of time.

16. WORKING ON VESSEL

No person shall conduct or perform or cause to be performed any repairs, alterations, maintenance or other work upon or at any vessel which in any manner causes or would reasonably tend to cause any material or substance, including but not limited to paint, oil or other petroleum products, dirt, paint sanding or chips, wood sanding, or other residue or debris, to enter into the waters of Marina del Rey, or to be deposited upon the Mast-Up Storage premises or upon any vessels, docks, structures or property of another located at Mast-Up Storage. Work of any kind aboard a vessel, including routine maintenance, (as limited above) to be

undertaken by other than the Permittee, must be approved in advance, in writing by the Director or his Designee. Work of any kind aboard the vessel may take place only between 8:00 a.m. and sunset, and may not obstruct access to the other boat storage areas. Contractors hired by the Permittee or vessel owner to work on the vessel must be approved by the Director or his Designee prior to the commencement of such work, and each such contractor must maintain and provide proof of liability insurance in an amount of at least \$300,000 as well as worker's compensation insurance for employees. The Permittee or vessel owner shall comply with, and cause its contractor to comply with, all applicable Federal, State and County rules and regulations relating to the repair and servicing of vessels in Marina del Rey.

17. FLAMMABLE MATERIALS

Neither Permittee nor anyone acting on his/her behalf shall burn paint or use flammable materials without the prior written consent of the Director. Permittee agrees not to store any flammable materials on or around the vessel or in the boat storage area. The County assumes no responsibility for the protection or safety of Permittee's personal property, including but not limited to, belongings kept by Permittee in or on the vessel or trailer.

18. NOISE & CONDUCT. DRUGS & ALCOHOL

Permittee shall not make or allow Permittee's guests, contractors, agents or employees to make any disturbing noises on the docks or anywhere on the Mast-Up Storage premises, nor shall Permittee permit such persons to engage in any conduct that will interfere with the rights, comforts or convenience of others. The activities and conduct of Permittee and/or Permittee's guests, contractors, agents or employees while on the Mast-Up Storage premises must be reasonable at all times. Permittee assumes full responsibility for Permittee's guests, contractors, agents and/or employees conduct and agree to be held jointly and severally liable for all consequences of such person's actions or misconduct.

19. STORAGE OF EQUIPMENT

Permittee shall not store or leave any items on or around the vessel or below or around the Permittee's boat storage area.

20. TARPS

Tarps used to cover the vessel must be of commercial manufacture, must be kept in clean, good condition, and must be replaced if discolored, torn or if mold, mildew or moss is present. The registration number of the vessel must be clearly visible on the tarp if it is used to cover the Permittee's vessel.

21. COMPLIANCE WITH AND INCORPORATION OF LAWS

It is Permittee's responsibility to become familiar with all applicable Federal, State and County statutes, ordinances and regulations pertaining to recreational vessels (and commercial vessels if such use is permitted by the County), including but not limited to those governing the operation, maintenance, responsibility, liability and taxation of vessels.

22. ENTRY TO STORAGE AREA FOR REPAIRS. UTILITY SERVICE WORK. ETC.

The County's employees and designated agents may enter any boat storage area without notice, for any business or operational reason it deems appropriate, including but not limited to effecting repairs, relocating vessels, upgrading or otherwise altering utility services or County structures, and exhibiting boat storage areas to prospective Permittee's, contractors or lenders. Permittee shall not be entitled to a refund or any other compensation for any inconvenience caused by any interruption or reduction in utility services occurring during or as a result of such activities.

23. KEYCARDS AND PARKING PASSES ARE NON-TRANSFERABLE

Permittee shall not transfer Mast-Up key cards and/or parking passes to anyone, this will be considered a violation, and will terminate the Permittee's dry boat storage Permit with the Department of Beaches & Harbors. Parking passes are for the Permittee only, to be used at the Launch Ramp or Mast-Up storage parking lots while launching a stored vessel or checking on a stored vessel at the Mast-Up storage facility.

24. CURRENT REGISTRATION

All vessels and trailers must maintain current registration with the California Department of Motor Vehicles at all times.

25. CONDITION OF VESSEL AND TRAILER

Vessel and trailer shall be kept in operable, clean, and neat condition at all times. There shall be no peeling paint, broken boat parts, flat tires, leaking fluid, trash, cracked windows, or any other unsightly appearance of the vessel and trailer. Empty trailers are not permitted, vessel must be stored on a properly registered trailer at ALL times.

26. STORAGE SPACE ABSENCE GREATER THAN (3) MONTHS

A Permittee's Vessel may be absent from its assigned Space for a period up to three (3) consecutive months; provided, however, that the Permittee shall have used and occupied the assigned Space with the Vessel under permit for the preceding three (3) month period. In the event of non-use of a Space for any reason for a period in excess of a total of six (6) months within any twelve (12) month period the County may cancel the Permittee's Permit. Any Permittee whose Permit is cancelled pursuant to this section shall be required to reapply for a permit and may be placed on a storage space waiting list. All Monthly Rents, if applicable, shall be paid when due during any absence.

27. SIZE OF THE VESSEL

Vessel shall be limited to a length not to exceed thirty-one (31) feet, and a width not to exceed nine (9) feet. The trailer must fit within the markings of the assigned space.

28. GROSS RECEIPTS PERCENTAGE

Notwithstanding any other rules and regulations prohibiting the sale of vessels, should a vessel or trailer be sold while in the Mast-Up Storage facility, Permittee shall pay County the current gross receipts percentage based on the sales price of the vessel.

29. RIGHT TO REFUSE SERVICE

The County has the right to refuse service to storage permittees using foul language, abusive or disruptive conduct and disturbing the peace of other customers and permittees.

MAST-UP STORAGE PERMIT

ARTICLE I. INTRODUCTION

THIS PERMIT is made and entered into the day, month and year last below written by and between _____ "PERMITTEE" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County".

1. County, in consideration of the full performance by the Permittee of the terms and conditions of this Permit, grants to Permittee the privilege to store one (1) vessel on one (1) trailer at the following location: Space #_____ (hereinafter the "boat storage area").
2. The term of this Permit shall be for a period of one (1) month commencing on _____ and shall automatically be renewed on a month-to-month basis, unless either party gives thirty (30) days' notice to the other in writing.
3. This Permit is a license personal to the Permittee, and shall not be sublet, in whole or in part, assigned, or transferred.

ARTICLE II. TERMS OF MINIMUM RENTS DUE

SECTION 2.01 PAYMENT SCHEDULE

1. Permittee shall pay County the prevailing boat storage fee for their sized vessel per month commencing on _____. Said rental shall be due and payable in advance on or before the first of each calendar month.
2. Permittee shall be considered in default of this Permit if the rent is not paid by the first day of each month. A late payment charge of Fifteen Dollars (\$15.00) shall be added to any payment that is received by County after the fifteenth (15th) day of each month.

(A) COURTESY INVOICING

Any invoices or notices given by County for payment are for convenience only. Failure by County to provide invoices or notices shall in no way change Permittee's obligations or excuse delinquencies or waive any of County's rights under this Permit. Permittee is obligated to pay rent and other charges, in the amount and manner set forth herein.

(B) ACCELERATION OF DEBT

In the event that rent is not paid by the fifteenth (15th) day of the month, the security deposit referred to elsewhere in the Permit shall be applied against the amount and the late payment charge, and the Permit shall be cancelled.

SECTION 2.02 DEFAULT AND DELINQUENCY

1. Permittee will have three (3) days to remove the vessel, trailer, and all personal property.
2. If permittee fails to remove said items within three (3) days, the County will proceed to move said items to an area where Permittee does not have access and assess storage fees and/or commence lien sale proceedings against the vessel, trailer, and personal property.

3. Permittee's vessel, trailer and personal property shall be subject to a claim of lien and may be sold to satisfy said lien if the rent and other charges due remain unpaid for fourteen (14) consecutive days pursuant to the California Self-Service Storage Facility Act (Business and Professions Code §21700, et seq.), and the California Boaters Lien Law (Harbors and Navigation Code §500. et seq.).
4. Permittee should also be liable for all costs and any expense County incurs relating to: a) giving notice of any default under this Permit; b) moving and storing any vessel, trailer or personal property after the Permit has been cancelled or terminated; and c) initiating and pursuing a lien sale(s) on Permittee's vessel/trailer. Such costs and expenses shall be deemed additional rent.

ARTICLE III. TERMS OF STORAGE USE

SECTION 3.01 VESSEL REPAIRS

1. Permittee is strictly prohibited from performing any construction, boat repair of any type or painting, to the exterior or interior of the vessel, in or adjacent to the storage area.
2. Permittee may, however, make minor repairs to the interior of the vessel.

SECTION 3.02 PARKING

1. Vessel parking is prohibited in the boat storage area except within the Permittee's assigned space. Permittee is responsible for ensuring the vessel and trailer is placed in the assigned boat storage area, as defined in paragraph one (1) above.
2. Should Permittee's vessel or trailer be placed in a location other than the assigned boat storage area space, Permittee will receive a warning notice and/or receive a citation and subsequently towed if the vessel or trailer are in another Permittee's space or are obstructing the driveways or gates.
3. Vehicle parking inside the lot is prohibited. Vehicles are only allowed in Lot 2 (Launch Ramp Lot) and must display County issued parking pass. Vehicles parked inside the lot will be cited and/or towed.
4. Receiving three (3) or more warning notices and/or citations will cause this Permit to be cancelled.

SECTION 3.03 GROUND STORAGE

1. Permittee may NOT store any items beneath their trailer or on the ground at any time within the boat storage area, including, but not limited to: bicycles, dinghies, gas or paint containers, tires, and hoses.
2. The only items that may be placed on the ground on a permanent basis are blocks for the wheels of the trailer and supports to keep the tongue of the trailer off the ground.
 - 2.1. The supports may NOT exceed two (2) feet in height.
3. Permittee shall be liable for any damage caused by these aforementioned items (or any other items illegally stored on the ground) and shall within ten (10) days of County sending an invoice for the cost to repair such damage reimburse County for said costs.
 - 3.1. Failure to do so will constitute a default under this Permit.

SECTION 3.04 PERMISSION TO RELOCATE

County reserves the right to move and/or relocate Permittee's vessel and trailer if necessary. County shall whenever possible, give advance notice to the Permittee as to the relocation of the vessel and trailer.

ARTICLE IV. TITLE REGISTRATION AND TRANSFER OF OWNERSHIP**SECTION 4.01 DOCUMENTATION AND REGISTRATION**

1. Permittee must display the California Registration number (CF #) and current registration date sticker at ALL times.

1.1. If the vessel is covered, the CF # must be visible through the boat cover.

2. Permittee warrants and represents that Permittee's vessel and trailer each have a current and valid California registration or valid documented registration issued by the United States Coast Guard.

2.1. Permittee hereby agrees to keep the vessel and trailer registration valid and current under California law during the entire term of this Permit.

2.2. Failure to do so will be grounds for termination of this Permit.

SECTION 4.02 TITLE TRANSFERS OF OWNERSHIP***(A) THIS PERMIT IS NON-TRANSFERABLE***

1. Should Permittee transfer any interest in the vessel or trailer, the new owner shall have NO right to the boat storage area and this Permit shall be terminated, and the boat storage area shall be surrendered at once.
2. The new owner of the vessel and trailer may apply for a new permit with the County for the preceding Permittee's storage area. County may, in its absolute and sole discretion, refuse to provide such a permit.

(B) OBLIGATIONS OF PERMITTEE UPON TITLE TRANSFERS

1. Permittee shall give written notice to County within fifteen (15) days of any sale or transfer of ownership, title or registration of the vessel and trailer.
2. If Permittee or NEW owner fails to remove the vessel and trailer, the County may remove vessel and trailer at the Permittee's expense.

(C) DEBTS OF PERMITTEE ARE NOT LIMITED NOR TRANSFERABLE

The transfer of any vessel and trailer shall not relieve the Permittee of Permittee's obligations hereunder and Permittee shall remain fully liable for all rent accruing hereunder, even though Permittee may no longer own the vessel and trailer, unless and until the NEW owner and County enter into a NEW boat storage Permit.

ARTICLE V. CONDITIONS OF SECURITY DEPOSITS

Permittee shall, prior to commencement of this Permit, pay the County two (2) times the prevailing monthly rental rate as security deposit.

SECTION 5.01 DEPOSIT AND RENTAL RATE CHANGES

1. In the event the current rental rate is increased, the security deposit will be increased proportionately.
2. Permittee shall pay the County the additional amount required to increase the security deposit to the correct sum based on the rental increase that has been made by the County on or before the first day of the month that the rental increase is due and payable. Permittee shall be considered in default of this Permit if the increase in security deposit is not paid on or before the first day of the month that the rental increase is due and will be grounds for termination of this Permit.

SECTION 5.02 DEDUCTIONS OF OBLIGATIONS

1. The security deposit shall be used to pay delinquent rent not paid by Permittee within any applicable notice and cure period, and to cover any damage to the premises, including but not limited to: any costs incurred by County to clean and restore the premises during the term and upon termination of this Permit, and the replacement cost of any equipment or County property not returned at the end of the term of this Permit.
2. Notwithstanding the security deposit requirement, Permittee remains responsible for the cost of any damages beyond the limit of the security deposit.

ARTICLE VI. ASSUMPTION OF RISKS DURING USE**SECTION 6.01 PRIVILEGE OF USE**

1. Permittee acknowledges that this Permit constitutes a license for use rather than a contract for bailment and that payments made for the Permit are for the privilege of use rather than deposit and/or storage.
2. Permittee assumes the risk of loss, damage or destruction of the vessel and trailer, and all items of personal property that are stored aboard or attached thereto, due to theft, fire, earthquake, flood, storms, war, insurrection, riot, public disorder, vandalism, or negligent acts or omissions of persons other than County employees who may be using the boat storage area.

ARTICLE VII. INSURANCE**SECTION 7.01 GENERAL INSURANCE REQUIREMENTS**

1. Without limiting Permittee's indemnification of County in Article VIII, and during the term of this Permit, Permittee shall provide and maintain the following programs of insurance specified in this Permit.
2. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Permittee's own expense.

SECTION 7.02 EVIDENCE OF INSURANCE

Certificate(s) and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors
ATTN: BOATING SECTION
13575 Mindanao Way
Marina del Rey, CA 90292

Certificate(s) of insurance coverage satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents has been given Insured status under the General Liability policy, shall be delivered to County at the address shown above and provided prior to commencing vessel storage under this Permit.

Renewal Certificates shall be provided to County not less than 10 days prior to Permittee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Permittee insurance policies at any time.

Certificates shall identify all required insurance coverage types and limits specified herein, and be signed by an authorized representative of the insurer(s). The insured party named on the certificate shall match the name of the Permittee identified in this Permit. Certificates shall provide the full name of each insurer providing coverage, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Permittee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the required insurance provisions.

SECTION 7.03 INSURER FINANCIAL RATINGS

Insurance is to be provided by an insurance company acceptable by the County with an A.M. Best Company rating of not less than A:VII, unless otherwise approved by County.

SECTION 7.04 FAILURE TO MAINTAIN COVERAGE

Permittee's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Permit, upon which County immediately may suspend or terminate this Permit. County, at its sole discretion, may obtain damages from Permittee resulting from said breach. Alternatively, the County may purchase the required insurance, and without further notice to Permittee, pursue Permittee reimbursement.

SECTION 7.05 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

Permittee shall report to County any injury or property damage accident or incident, including any injury to a Permittee's employee occurring on County property, and any loss, disappearance, destruction, misuses, or theft of County property, monies or securities entrusted to Permittee. Permittee also shall notify County of third party claim or suit filed against Permittee which arises from or relates to this Permit, and could result in the filing of a claim or lawsuit against Permittee and/or County. Such report shall be made in writing within 24 hours of occurrence.

SECTION 7.06 COMPENSATION FOR COUNTY COSTS

In the event the Permittee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs with County, Permittee shall pay full compensation for all costs incurred by County.

SECTION 7.07 COVERAGE REQUIREMENTS***(A) WATERCRAFT LIABILITY INSURANCE***

Permittee is required to maintain Boat/Water Liability Insurance providing coverage for legal liability resulting from the ownership, maintenance, or use of insured watercraft while stored ashore, and include bodily injury, property damage and legal defense coverage.

1. This insurance shall have a per occurrence coverage limit of at least \$300,000 unless otherwise approved by the Director of the Department of Beaches & Harbors.
2. If Permittee employs any temporary shore-based workers (i.e. mechanic or marina employee etc.) the policy shall also provide coverage for liability under the Federal Longshoreman's & Harbor Workers Compensation Act, which covers statutory liability to temporary shore-based workers if they become injured aboard your watercraft.
3. Pollution Coverage: For any boat being stored with fuel, Pollution Coverage will be necessary at a per occurrence coverage limit of at least \$300,000.
4. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Permittee's Watercraft Liability policy with respect to liability arising out of Permittee's activities and usage of the County's boat storage facility. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Permittee's acts or omissions, whether such liability is attributable to the Permittee or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum required insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the required insurance provisions herein.
5. Waiver of Subrogation: All insurance policies obtained must contain a Waiver of Subrogation stating: To the fullest extent permitted by law, the Permittee hereby waives its and its insurer(s) rights of recovery against County under all required insurance policies for any loss arising from or related to this Permit. The Permit shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

(B) AUTOMOBILE LIABILITY INSURANCE

Permittee is required to maintain Automobile Liability Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with a limits of not less than \$300,000 for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Permittee's use of autos pursuant to their Permit, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

ARTICLE VIII. MISCELLANEOUS**SECTION 8.01 GENERAL RELEASE FROM LIABILITY AND INDEMNITY**

1. Permittee hereby releases and discharges County from all claims and demands by Permittee for loss of or damage to Permittee's property, arising from or connected with Permittee's use of any County property pursuant to this Permit.
2. Permittee shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents (County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Permittee's use of any County property pursuant to this Permit, which result from bodily injury, death, personal injury, or property damage (including damage to Permittee's property).
3. Permittee's release as set forth above, shall apply to all unknown or unanticipated results of Permittee's use as well as those known and anticipated, and Permittee hereby waives all rights under California Civil Code §1542, which states as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Permittee represents and warrants that is has read California Civil Code §1542 and understands the meaning and effect of Permittee's waiver of Permittee's rights hereunder.

SECTION 8.02 SEVERABILITY, REVOCATION AND ADDENDA

1. The Director may, from time to time, promulgate rules and regulations regarding the use of the boat storage area, including the Rules & Regulations attached hereto and incorporated herein. Permittee hereby agrees to comply with all such Rules & Regulations and all applicable Federal & State laws and County ordinances, in addition to the terms and conditions of this Permit. Waiver of any provision herein or of the regulations governing the use of the boat storage area shall not be deemed a continuing waiver or a waiver of any other provision or regulations.
2. County may terminate this Permit at any time and without prior written notice in the event of violation of laws, rules, regulations, signs or the lawful instructions of Director, or in the event of the disregard or breach of this Permit for any reason shall not relieve Permittee from liability incurred prior to such termination and prior to removal of all of Permittee's property from the boat storage area. Permittee shall pay all costs for removing property from the boat storage area, boat storage fees, attorneys' fees and any other costs incurred by County.
3. Permittee, at Permittee's own cost and expense, shall on or before the termination of this Permit remove the vessel, trailer and other items of personal property, and restore the boat storage area as nearly as practicable to the same state and condition as prior to use by Permittee.
 - 3.1. Should Permittee fail to remove the vessel and trailer, together with items of personal property, and/or restore the boat storage area as nearly as practicable to the same state and condition as prior to use by Permittee on or before the termination of this Permit, then County may, in addition to other legal remedies, forthwith remove said vessel, trailer and other items of personal property and restore said boat storage area as nearly as practicable to the same state and condition as prior to use by Permittee at Permittee's expense.

4. County reserves the right to dispose of any vessel, trailer and/or personal property of Permittee not removed from the boat storage area in accordance with Articles II, III, IV, V, VI, VII, and VIII.

SECTION 8.03 NOTICES AND CHANGE OF ADDRESS

Notices required herewith may be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, at any United States Post Office facility. Notices directed to County shall be addressed to:

County of Los Angeles
Department of Beaches and Harbors
ATTN: BOATING SECTION
13575 Mindanao Way
Marina del Rey, CA 90292

Notices directed to Permittee shall be addressed to the address/es Permittee currently has on file with County, unless advised otherwise in writing. Permittee agrees to keep County advised of Permittee's current address and any alternate address.

IN WITNESS WHEREOF, the Permittee has executed this Permit and the County has caused this Permit to be executed on its behalf by the Director of the Department of Beaches & Harbors, County of Los Angeles on _____.

Permittee's Signature

Address: _____

Pursuant to California Business & Professions Code §21712, Permittee may provide the name and address of another person to whom preliminary lien notices and subsequent notices to be given pursuant to the California Self Service Storage Facility Act may be sent:

Name: _____

Address _____

COUNTY OF LOS ANGELES
GARY JONES, DIRECTOR

By: _____

Title: _____

PERMIT AGREEMENT CANCELLATION
PARCEL 77 ANCHORAGE 47 & MAST UP STORAGE
DEPARTMENT OF BEACHES & HARBORS
13575 MINDANAO WAY
MARINA DEL REY, CA 90292
(424) 526-7890 FAX (310) 821-1621

SPACE/SLIP# _____ **AGREEMENT#** _____

NOTICE OF CANCELLATION MUST BE RECEIVED IN WRITING THIRTY (30) DAYS IN ADVANCE OF THE EFFECTIVE DATE.

I HEREBY REQUEST CANCELLATION OF MY ASSIGNED SPACE AND PERMIT EFFECTIVE _____ (MM/DD/YYYY).

I AGREE TO PAY MY LAST MONTH RENT AND RETURN ANY KEY CARD(S) AND PARKING PERMIT(S).

UPON INSPECTION OF THE AREA ASSIGNED, **THE SECURITY DEPOSIT WILL BE RETURNED LESS DAMAGE OR LOSS.**

Security Deposit: Cancellation of an agreement will require the payment of the last month's rent. The security deposit will be returned to the Permittee, less any damages noted during the inspection of the space, electrical outlet etc. and less any deposit for items not returned such as keycards and parking permits.

I UNDERSTAND THAT I MUST CARRY INSURANCE ON THE VESSEL WHILE IT REMAINS IN THE SPACE.

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____ PHONE _____

REASON FOR CANCELLATION

SIGNATURE _____ DATE _____

OFFICE USE:

DATE RECEIVED _____ LAST MONTH PAID _____

KEYCARD(S) RETURNED _____ PARKING PERMIT RETURNED _____