



ANCHORAGE 47 APPLICATION PACKET

PROSPECTIVE PERMITTEE REQUIREMENTS CHECKLIST

This checklist was provided for you as a part of your application for Anchorage 47 Boat Slip and/or End Tie storage in order to guide you through the application process prior to submitting your application. In order for your application to be considered complete, County of Los Angeles Department of Beaches and Harbors requires that you attach all supporting documentation upon submission. The Department of Beaches and Harbors cannot approve your slip rental permit while your application is incomplete.

REQUIRED ATTACHMENTS TO YOUR APPLICATION PRIOR TO APPROVAL

**GOVERNMENT-ISSUED
DOCUMENTATION:**

Your valid state-issued identification (e.g., Driver License, ID Card, Passport)

For undocumented vessels only: your valid Watercraft Certificate of Ownership and Certificate of Number (CF), issued by CA DMV

For documented vessels only: your valid National Vessel Documentation Certificate issued by the U.S. Coast Guard.

**INSURANCE
DOCUMENTATION:**

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.

MARINE SURVEY:
(for seaworthiness and
environmental protection)

For vessels with wooden hulls: A marine survey conducted by a SAMS, NAMS, ACMS, USSA or IIMS marine surveyor within the past 2 years

For all other vessels: A marine survey conducted by a SAMS, NAMS, ACMS, USSA or IIMS marine surveyor within the past 5 years

PROOF OF ADDRESS:

Local utility bill showing applicant's name and street address

**A PHOTO WITH THESE
SPECIFICATIONS:**

For all vessels: Identifying physical characteristics of your vessel in full color

For undocumented vessels only: The CF number must be legible and must match your CA DMV-issued ownership and number certification

For undocumented vessels only: Your current CA DMV-issued registration sticker

YOUR REQUIRED ITEMS AND FEE SCHEDULE UPON APPROVAL

MONTHLY SLIP FEES:

(See current slip fee schedule)

DEPOSITS TO HOLD:

Security deposit equivalent to two months of slip fees—plus liveaboard charge if applicable

Deposit of \$50.00 for each parking permit and keycard (issued only to Permittees)



ANCHORAGE 47 FEE SCHEDULE FOR FISCAL YEAR 2024-25

For your convenience, this publication depicts the current monthly storage and liveaboard permit fees for Anchorage 47 boat slips and end ties. All items shown hereunder are invoiced monthly, and are subject to change.

BOAT SLIP STORAGE PERMIT RATES

Boat slips at Anchorage 47 have a set rate based on the type of boat slip and the length of the boat slip wherein a permittee's vessel is stored. All rates herein are shown by a slip's length in imperial feet (0.3048 m). We allow vessels to be stored in slips with lengths shorter than a vessel's length, as determined by your vessel registration, with a maximum overhang of up to four feet.

REGULAR BOAT SLIPS:	<input type="checkbox"/> 17' = \$ 283.00	<input type="checkbox"/> 24' = \$ 399.00	<input type="checkbox"/> 34' = \$ 684.00
	<input type="checkbox"/> 20' = \$ 333.00	<input type="checkbox"/> 27' = \$ 485.00	<input type="checkbox"/> 36' = \$ 854.00
	<input type="checkbox"/> 21' = \$ 349.00	<input type="checkbox"/> 28' = \$ 503.00	<input type="checkbox"/> 38' = \$ 902.00
	<input type="checkbox"/> 22' = \$ 366.00	<input type="checkbox"/> 30' = \$ 539.00	<input type="checkbox"/> 40' = \$ 949.00
	<input type="checkbox"/> 23' = \$ 383.00	<input type="checkbox"/> 33' = \$ 664.00	<input type="checkbox"/> 42' = \$ 1103.00
MAIN CHANNEL SLIPS:	<input type="checkbox"/> 25' = \$ 936.00	<input type="checkbox"/> 47' = \$1,760.00	<input type="checkbox"/> 74' = \$ 2,771.00
	<input type="checkbox"/> 35' = \$ 1,311.00	<input type="checkbox"/> 59' = \$ 2,210.00	<input type="checkbox"/> 85' = \$ 3,638.00

END TIE STORAGE PERMIT RATE

Storage permit fees for end ties are charged by a set rate per imperial foot, based on the overall length of a vessel—not on the length at waterline—as determined by your marine surveyor.

LENGTH OVERALL (in ft.): at **\$ 33.00 per foot** =

LIVEABOARD CHARGE

Anchorage 47 Liveaboard permits are a privilege that must be expressly granted. Liveaboard permits are required for each permittee spending more than three nights per week on a vessel. We can only grant liveaboard permits for vessels with lengths of at least 30 imperial feet. The liveaboard charge is a percentage of a slip or end tie's monthly rate.

STORAGE PERMIT RATE: at **55 % of rent** =



ANCHORAGE 47 BOAT SLIP RENTAL APPLICATION AND PERMIT

I. BASIC PERMIT TERMS

1. PERMITTEE INFORMATION		Agreement	<input type="text"/>	Designated Slip	<input type="text"/>
PERMITTEE	Last Name	<input type="text"/>	First Name	<input type="text"/>	MI <input type="text"/>
CO-PERMITTEE	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 <input type="text"/>
Driver License	<input type="text"/>	Co-Permittee Driver License	<input type="text"/>		
Car License(s)	<input type="text"/>		E-mail	<input type="text"/>	
Mobile No	<input type="text"/>	Home No	<input type="text"/>	Work No	<input type="text"/>
EMERGENCY CONTACT	Full Name	<input type="text"/>		Phone	<input type="text"/>

2. VESSEL INFORMATION		3. INSURANCE AND MARINE SURVEY	
CF/Doc No	<input type="text"/>	Ins Policy No	<input type="text"/>
Vessel Name	<input type="text"/>	Survey Date	<input type="text"/>
Vessel Make	<input type="text"/>	Hull Paint Type	<input type="text"/>
Hull ID No	<input type="text"/>	... make/model	<input type="text"/>
Vessel Type	<input type="radio"/> POWER <input type="radio"/> SAIL	In-water hull cleaning frequency	... per year <input type="text"/>
Length overall	<input type="text"/>	Draft/draught	<input type="text"/>
Beam/width	<input type="text"/>	Holding tank Y/N	<input type="text"/>
		... per month	<input type="text"/> ... per month Summer <input type="text"/>
		Reapplication of hull paint per no of years	<input type="text"/>

4. PAYMENTS DUE UPON SIGNING	
Rent/month	<input type="text"/>
Liveaboard?	<input type="checkbox"/> Monthly Fee <input type="text"/>
Key/card No	<input type="text"/>
Key/card No	<input type="text"/>
Eff. Start Date	<input type="text"/>
Prorate/Prepay	<input type="text"/>
Prorate/Liveab	<input type="text"/>
Key Deposit/s	<input type="text"/>
Sec. Deposit	<input type="text"/>
Total Amt. Due	<input type="text"/>

Permittee acknowledges that only the following persons are authorized to live aboard the vessel (maximum two persons).

1. Name: _____ Address: _____
2. Name: _____ Address: _____

Permittee certifies that the motor(s) of the vessel are in operable condition.

Permittee warrants that the vessel and slip are to be used for only pleasure and not for any commercial purposes.

Permittee warrants that the vessel will not be used as an abode unless authorized by County and permitted by the Marina del Rey Harbor Master (Sheriff's Department).

Permittee certifies that the vessel insurance is current and the COUNTY OF LOS ANGELES, ITS SPECIAL DISTRICTS, ITS OFFICIALS, OFFICERS AND EMPLOYEES are named as ADDITIONAL INSUREDS.

THIS PERMIT is made and entered into the day, month and year last below written by and between the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County" and the "PERMITTEE" concerning the vessel described herein. PERMITTEE ACKNOWLEDGES THAT COUNTY, IN ITS SOLE DISCRETION, MAY AMEND OR UPDATE THE TERMS AND CONDITIONS OF THIS PERMIT FROM TIME TO TIME DURING THE TERM HEREOF (WITH 10 DAYS' ADVANCE WRITTEN NOTICE TO THE PERMITTEE) AND PERMITTEE AGREES TO COMPLY WITH ALL SUCH AMENDED OR UPDATED TERMS AND CONDITIONS AT ALL TIMES. Permittee acknowledges that the terms and conditions set forth in Section II hereof are current as of the date of this Permit, and a copy of any amended or updated Rules and Regulations is available to Permittee in the Boating Section Office located at 13575 Mindanao Way, Marina del Rey, CA 90292 during Marina business hours.

IN WITNESS WHEREOF, the Permittee has executed this Permit and the County has caused this Permit to be executed on its behalf on this _____ day of _____, 20_____.

PERMITTEE: _____

Print Permittee's Name

CO-PERMITTEE: _____

Print Permittee's Name

COUNTY OF LOS ANGELES
Department of Beaches and Harbors
Anchorage 47
GARY JONES, DIRECTOR

BY: _____
Property Agent

Agreement #

ANCHORAGE 47 SLIP RENTAL PERMIT

II. RULES AND REGULATIONS

The Permittee agrees to comply and to cause each of his guests, invitees, and all others associated with his vessel to comply with the following rules and regulations in connection with any and all use of the Anchorage 47 Marina:

1. DEFINITIONS

For the purposes of this Permit the following shall apply:

- a. "Slip" means the boat berth in Anchorage 47 in which Permittee's vessel is moored, as designated in Section I hereof.
- b. "Permittee" means the registered or documented owner of the vessel and in the case of such ownership other than an individual it includes the principal person responsible for such ownership and the designated captain, if any, for the vessel.
- c. "Marina" means the premises of Anchorage 47.
- d. "County" means the County of Los Angeles.
- e. Singular and Plural – The use of the singular herein is intended to include the plural where applicable or appropriate.
- f. Pronouns – The use of a pronoun is intended to include the masculine, feminine or neuter as the case may require.
- g. The terms "includes" and "including" are not limiting.
- h. "Harbor Master" means the Marina del Rey Sheriff's.
- i. "Marina Manager" means the manager of Anchorage 47.
- j. "Vessel" means only the vessel registered with Marina Manager, as designated in Section I hereof.

2. TERM

The term of this Permit shall be for a period of one (1) month commencing on the first day of a month and ending on the last day of a month and shall automatically be renewed on a month-to-month basis, but no longer than ten (10) years, unless either party gives thirty (30) days' notice to the other in writing to cancel. Occasionally a Permit will commence other than on the first day of a month. In such cases charges are prorated for the days of occupancy during the first month but the month-to-month term is deemed to commence with the first day of the next month and run calendar month-to-month thereafter.

3. PAYMENTS

3.1 MONTHLY RENT

Permittee agrees to pay the Monthly Rent and any Liveaboard Charge as set forth in Section I (Basic Permit Terms) (collectively, the "Amount Due"), as such Amount Due may be as established and adjusted from time to time by the County for the use of the designated slip, which shall be due and payable in advance on or before the first of each calendar month (the "Due Date") and delinquent thereafter.

3.2 DEPOSITS

Permittee shall, prior to commencement of this Permit, pay the County an amount equal to the sum of the Monthly Rent and Security Deposit as set forth in Section I of this Permit. The Security Deposit shall always be equal to two (2) months of the current Monthly Rent plus, if applicable, two (2) months Liveaboard Charge. In the event the current Monthly Rent is increased, the

Security Deposit will be increased proportionately. Permittee shall pay the County the additional amount required to increase the Security Deposit on or before the first day of the month that an increased Monthly Rent is due and payable.

Permittee shall deposit Fifty Dollars (\$50.00) for each key and Fifty Dollars (\$50.00) for each key card issued. Said deposit shall be designated as a Key Deposit. A limit of two keys and two key cards will be issued per Permit.

The Security Deposit and Key Deposit will be returned to the Permittee upon termination of the Permit and after the Permittee has vacated the Slip, less any amounts otherwise due to the County, including delinquent rent not paid by Permittee within any applicable notice and cure period and any amount necessary to pay for repairs to or clean-up of the dock area around Permittee's Slip and the related dock box used by the Permittee (including removal of paint, varnish and other disfigurements), but only on the further condition that Permittee has fully performed throughout the term of this Permit all of the provisions of the Permit and has returned to Marina Manager all keys and key cards and has given Marina Manager a timely 30 day written notice of his intent to terminate this Permit and is not otherwise in default.

Notwithstanding the Security Deposit requirement, Permittee remains responsible for the cost of any damages of any kind beyond the limit of the Security Deposit.

In no event shall the County be required to pay interest on a Security Deposit or Key Deposit.

3.3 RENTAL INCREASES

The Monthly Rent and Liveaboard Charge are subject to an annual increase each July 1st, which may be imposed in County's sole discretion. County shall use its best effort to provide Permittee notice of any change in the Monthly Rent and Liveaboard Charge at least thirty (30) days prior to the first day of the month in which such amended rent and charge shall apply. The monthly charge for liveaboard privileges shall be equivalent to fifty-five percent (55%) of the then-current Monthly Rent of the designated slip.

3.4 OVERALL LENGTH OF VESSEL

The County reserves the right to measure Permittee's vessel, where charges are based thereon. For purposes of determining size, a vessel is measured from its furthest extremities, bow and stern, including any protrusions or attachments. For the purpose of determining the applicable Monthly Rent, the overall length of a vessel shall mean the length of the vessel rounded upward to the next whole foot including all permanent and functional overhangs. Modifications to a vessel affecting the overall length of a vessel shall be reported to the Marina Manager in writing by Permittee within five (5) days of making the modification. Any modification which results in an increase or decrease of the overall length of a vessel in excess of or less than the permitted size of vessel for Permittee's designated slip is cause for termination of this Permit.

3.5 LATE PAYMENT, NON-PAYMENT DEFAULT

Permittee shall be considered in default of this Permit if the Amount Due is not paid by the Due Date. A late payment charge equal to ten percent (10%) of the Amount Due shall be added to any payment that is not received by County at the close of business on the fifteenth (15th) calendar day following the Due Date. In the event that the Amount Due is not paid by the 15th calendar day of the month: (1) the Security Deposit referred to elsewhere in this Permit may (in County's sole discretion) be applied against the total Amount Due and the late payment charge (2) the Permittee shall be in default of the Permit, and (3) County shall provide Permittee with a written notice of default, following which Permittee will have three (3) days to put his account in good standing. If Permittee fails to put his account back into good standing within such 3-day period, County may

terminate this Permit effective immediately by providing written notice to Permittee, and Permittee will have three (3) days to remove all personal property from the Marina. If Permittee fails to remove all personal property within three (3) days after termination of this Permit, the County may proceed to move said personal property (including Permittee's vessel) to an area where Permittee does not have access and assess impound fees or commence lien sale proceedings. Thereafter, all uncollected debts will be forwarded to the County's Treasurer and Tax Collector for handling.

3.6 COSTS FOR DEFAULT

Permittee shall also be liable for all costs and expenses County incurs relating to: a) giving notice of any default under this Permit; b) moving and storing personal property (including Permittee's vessel) after the Permit has been cancelled or terminated; and c) initiating and pursuing a lien sale(s) on Permittee's personal property. Such costs and expenses shall be deemed additional rent hereunder.

3.7 INVOICES

PLEASE BE ADVISED THAT 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 THE MANNER SET FORTH HEREIN.

4. USE OF DOCKS AND DESIGNATED SLIPS

4.1 DESIGNATED SLIP, TEMPORARY SUBSTITUTION

County, in consideration of the full performance by the Permittee of the terms and conditions of this Permit, grants to Permittee the use of the designated Slip (including the dock box, if any, associated therewith) only for the Vessel. For security and other reasons, if Permittee removes the Vessel from the Marina for extended periods (defined for purposes of this Permit as three consecutive days or more), Permittee agrees to notify the Marina Manager. The Marina Manager reserves the right to use the Slip when the Slip is not in use by Permittee without reduction of Permittee's charges or payment of any compensation to Permittee.

4.2 RIGHT TO MOVE VESSEL

At the request of the Marina Manager, Permittee shall move and/or relocate the Vessel as may be necessary. If Permittee has not responded within three (3) days of Marina Manager's request or is unavailable to move the Vessel, County may move and/or relocate Permittee's vessel by other means as selected by County in its sole discretion. Whenever possible, County shall give advance notice to the Permittee as to the relocation of the Vessel.

4.3 TEMPORARY SLIP RENTAL PERMIT

The Marina Manager may issue temporary slip rental permits for assigned but vacant slips (including Permittee's Slip) and for unassigned slips upon such terms and conditions as may be required for the efficient operation of the Marina.

4.4 NO SUBLETTING; NON-TRANSFERRABILITY

This Permit is personal to the Permittee and shall not, in whole or in part, be sublet, assigned, or transferred. Should Permittee transfer interest in the Vessel, the new owner shall have no right to the Slip. Permittee shall give written notice to Marina Manager within five (5) days of any sale or transfer of the ownership, title or registration of the Vessel, or any portion thereof. The County, at its option, will require the new owner to comply with the application requirements and become the Permittee or Co-Permittee, if applicable, within five (5) days of the County's receipt of written

notice of the sale or transfer of the ownership, title, or registration of the Vessel, or any portion thereof. Failure to comply shall cause this Permit to be terminated and the Slip surrendered at once. If Permittee or the new owner fails to remove the Vessel from the Marina, the Marina Manager may cause the Vessel to be removed. **The transfer of interest in the Vessel shall not relieve the Permittee of Permittee's obligations hereunder and Permittee shall remain fully liable for all rents and charges accruing hereunder even though Permittee may no longer own the Vessel.**

4.5 NO COMMERCIAL USE OF SLIPS

Permittee shall under no circumstance use the Vessel, the Slip or any slip or dock structure within the Marina for commercial purposes. "Commercial purposes" shall include, but not be limited to, any activity involving the use of a Permittee's Vessel by the Permittee or any other person, firm, or entity for which use the Permittee or anyone else associated with the ownership of the vessel receives cash, credit, or any other form of valuable consideration. Violation of this provision shall constitute a material breach of this Permit entitling County to terminate this Permit pursuant to Section 6 hereof (Permit Termination).

4.6 SLIP ABSENCE GREATER THAN THREE (3) MONTHS

A Permittee's Vessel may be absent from its assigned Slip for a period up to three (3) consecutive months; provided, however, that the Permittee shall have used and occupied the assigned Slip with the Vessel under permit for the preceding three (3) month period. In the event of non-use of a slip for any reason for a period in excess of a total of six (6) months within any twelve (12) month period the Marina Manager 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 slip waiting list. All Monthly Rents and Liveaboard Charges, if applicable, shall be paid when due during any absence.

4.7 STORAGE ON DOCKS AND FINGERS

Nothing shall be stored on the docks and fingers within the Marina except in dock boxes. Storage in each dock box shall not exceed fifty (50) pounds. Permittee is responsible for keeping designated dock box exterior clean and dock box lid in the closed position.

4.8 LOCKS AND STORAGE

Supplies, materials, accessories or gear of all kinds shall not be stored within the Marina except in approved dock boxes or on board the Permittee's Vessel. The County shall not be responsible for the locks installed on the dock boxes. In the event it becomes necessary for the County to enter a dock box in order to perform repairs or for the safety of the Marina or boats therein, County may cut any lock used to secure the dock box.

4.9 STEPS

Any steps used for ingress to and egress from a vessel shall not be wider than one-half (1/2) of the width of the finger to which the vessel is moored. Such steps must be of lightweight construction.

4.10 EXTENSION BEYOND END OF SLIP

The maximum distance by which any vessel (including all projections) may extend beyond the end of the Slip shall be four (4) feet. No part of a vessel may extend over the main walk.

4.11 DINGHY OR YACHT TENDER:

- a. A dinghy is designed to provide basic transportation for its owner, guests and supplies between vessels or to the shore, dock or other approved temporary mooring areas. The dinghy used by Permittee within the Marina must be in good operating condition. Storage

of dinghy on board the Vessel is permitted. If the dinghy is kept in the water, it must fit within the width of the Slip and within the allowable extension beyond the end of the Slip. Dinghies are not to be left unattended in vacant slips. They will be considered to be abandoned and will be subject to impoundment by the Marina Manager. Impounded boats will be returned only after the payment of storage fees.

- b. Floats are not allowed.
- c. Slips are to be used for the Vessel and, if applicable, its dinghy only.
- d. No dinghy shall be placed in such a manner so as to obstruct free passage along a dock or finger.

4.12 FENDERS, DOCK WHEELS AND TELEPHONE LINES

No Permittee shall install fender material, dock wheels, carpet or telephone lines on fingers or gangways in the Marina.

4.13 DOGS AND OTHER PETS

All leashable animals shall be contained or restrained on a leash of less than six (6) feet and leashed at all times when on Marina premises. No animal shall be tied to any part of the docks, including fingers, dock boxes and utility outlets. Permittees and their guests are required to closely supervise their animals while on the Marina premises, particularly on the gangways, docks, and fingers. Permittee shall immediately remove and place in the trash all droppings and accidental waste material from pets, in the interests of public safety and sanitation. All pets, except for service animals, are prohibited in the Marina rest rooms and laundry room. Pets may not be left unattended outdoors at any time. Continuous barking is not permitted. No aggressive dogs are allowed and shall be removed upon request by County and may be banned from the Marina. A maximum of one leashable pet is allowed per Permittee. Marina Manager shall have the final right, in his/her sole discretion to approve any/all pets.

4.14 SWIMMING, FISHING

No swimming or fishing is permitted in the Marina. No person shall fish from the walls, docks, or fingers of the Marina or vessels berthed at slips. No person shall clean fish in the Marina.

4.15 SMALL CHILDREN ON DOCKS

For safety reasons, children under ten years of age are not permitted within the Marina, including on the docks and fingers, without the immediate presence of a parent or guardian or other responsible adult.

4.16 SIGNS

Permittee shall not place, erect, or maintain any sign, display, or notice on any property (including vessels or water areas), structure, or improvement within the Marina. Any such sign, display, or notice may be removed or caused to be removed by the Marina Manager at the expense of the person placing, erecting, or maintaining the same. In the event the Permittee refuses to remove a sign, display, or notice as directed by County, such refusal shall constitute grounds for termination of this Permit pursuant to Section 6.0 hereof.

4.17 BICYCLES, MOTORCYCLES, ROLLERBLADES, SKATEBOARDS

Permittee shall not rollerblade, skateboard, ride bicycles or motorcycles on the docks, fingers, gangways or the promenade within the Marina.

4.18 DOCK INSTALLATIONS

No Permittee shall install in or upon, nail to, modify or make any additions or changes to the dock structures in the Marina, including, but not limited to, satellite dishes, hose wheels, water purifiers, and line holders. Any materials or structures attached to or located on the dock may be removed by County and repairs made and the cost thereof shall be paid by Permittee upon demand.

4.19 BOAT LIFTS

In-slip boat lifts that are tied to docks and not permanently attached to the docks, and which are designed to eliminate bottom growth may be used by Permittee only with Marina Manager's express advance written approval, which approval may be withheld in Marina Manager's sole discretion.

4.20 COOKING OR BARBECUING

Cooking or barbecuing on docks or fingers within the Marina is prohibited.

4.21 AUTOMATIC WATER SHUT OFF NOZZLES

Permittee shall not permanently attach any automatic shut-off type nozzle for the dock side water supply to the Slip. Permittee shall always turn off water bibs when not in use.

4.22 ELECTRICAL CORDS

All connections to electrical outlets within the Marina must be grounded at all times. Only marine-grade electrical cords are permitted. Household-quality cords are not sufficient in the marine environment and are prohibited. Any electrical cords other than marine-grade cords may be disconnected by County personnel and disposed of without further notice. Electrical cords cannot leak more than 30amps. Vessels will be tested with a leakage meter and must be repaired to meet leakage limits.

4.23 OBSTRUCTIONS

Permittee shall not cause any mooring line, water hose, electrical cable or other service line to extend across a main walkway within the Marina, nor cause any obstacles such as ladders, tools, canvas, boat gear, or other materials or equipment to obstruct free passage along any walkway, finger float or gangway within the Marina, or create any hazardous condition within the Marina which could cause accident or injury. No part of any vessel shall extend over the main walkway.

4.24 MOORING LINES

Permittee shall, at Permittee's sole expense, provide adequate mooring lines. If such lines should break County may at its option, replace them and the Permittee shall reimburse the County within ten (10) days after County's provision of a bill for the cost of the lines and a reasonable charge for installing them. All vessels within the Marina (except end ties) shall be moored at all times with at least a four-point tie-up.

4.25 VISITORS

Visitors, unless accompanied by a Permittee, shall not be permitted on the docks.

4.26 TELEPHONE MESSAGES OR POSTAL DELIVERIES

The Marina does not accept telephone messages or postal deliveries for Permittees.

4.27 BUYERS

In the event that the Permittee offers the Vessel for sale, Permittee shall be solely responsible for making any arrangements to meet prospective buyers at the Marina. The County will not knowingly admit buyers to see Permittee's Vessel in the Permittee's absence.

4.28 CONTRACTORS

Yacht brokers, contractors or persons working on Permittee's Vessel must register with the Marina Manager prior to admittance to the docks. The Permittee shall notify the Marina Manager in advance that these persons will be arriving at the Marina. No work may be done on a vessel by anyone being paid for such work unless such person has: (a) registered with the Marina Manager, (b) provided a copy of his/her "Commercial Service Identification Card," which is issued by the Harbor Master, and (c) received approval from the Marina Manager to commence the work.

4.29 MARINA ACCESS

Unauthorized access to the Marina by any person associated with Permittee shall constitute a material default hereunder, and County may immediately terminate this Permit upon any violation of this Section by Permittee or anyone associated with Permittee. Propping open gates to defeat the closing mechanism is strictly prohibited.

5. VESSEL

5.1 CURRENT REGISTRATION/DOCUMENTATION

Permittee warrants and represents that Permittee's Vessel has a current and valid California registration or other current and valid registration recognized by the State of California for use of vessels within the State of California, and Permittee hereby agrees to keep the Vessel's registration valid and current under California law during the entire term of this Permit. Failure to do so will be grounds for termination of this Permit pursuant to Section 6 hereof.

5.2 DISPLAY OF CF NUMBER

Permittee must display the Vessel's California Registration number ("CF Number") and the most current registration date at all times. If the Vessel is covered, the CF registration number must be legibly displayed on the cover.

5.3 OWNERSHIP OF VESSEL

Evidence of ownership of a Vessel shall be in the form of either: (1) a certificate issued by the California Department of Motor Vehicles showing the applicant as the legal owner, or (2) documentation from the U.S. Coast Guard. At all times hereunder, Permittee must have the exclusive right of possession and beneficial use and enjoyment of the Vessel. At the request of the Marina Manager, a Permittee shall submit such documentation as the Marina Manager may require to determine the nature and extent of the Permittee's interest in the Vessel. In addition, the Permittee shall declare and sign a statement under penalty of perjury that the facts, documents, and other information submitted to establish ownership of the Vessel for purposes of this Permit are true and correct and reaffirm such declarations and written statements from time to time at the request of the Marina Manager.

5.4 NO LIVING ABOARD

Unless this Permit specifically authorizes liveaboard use and Permittee timely pays all applicable liveaboard charges, Permittee expressly agrees that Permittee's Vessel will not be used by Permittee or any other person as a residence or place of abode. The Permittee shall be allowed to spend up to three (3) nights per week overnight on the Vessel. Residing on the Vessel more than (3) nights per week shall be deemed living aboard.

5.5 SANITATION DEVICES

All marine sanitation devices shall be emptied at designated discharge facilities and no marine sanitation device shall be emptied in any toilet or lavatory facility of the Marina. The Marina does not provide discharge facilities.

5.6 DISCHARGE

No Permittee shall permit any person associated with the Vessel to discharge any toilet or holding tank or to throw, discharge, pump or deposit from any vessel or float any refuse, oil, spirits, flammable liquids, hazardous waste or polluting matter into the Marina's waters or the adjoining land. All such matter shall be disposed of in accordance with the terms of this Permit, including Section 5.8 (Fuel Waste Oil and Solvents).

5.7 HOUSEKEEPING AND VESSEL MAINTENANCE

Permittee shall not make any major repairs (including motor overhauls, hull painting, structural changes, etc.) to Permittee's Vessel while the Vessel is in the Marina. Permittee shall not place, or permit others performing repairs or other work on the Vessel to place, tools or equipment in a manner so as to obstruct access to fingers or docks located within the marina. Permittee shall keep the dockbox and the dock and finger areas associated with the Slip, clean, neat and free of all items not expressly approved by the Marina Manager or permitted hereunder. Except for emergency repairs to keep the Vessel afloat, no repairs or other work on the Vessel shall be performed before 8:00 AM or after sunset. Permittee shall not introduce any hazardous waste (as defined by applicable law, now or as amended in the future) into the Marina's waters or adjoining property. No material of any type resulting from maintenance work performed at the Slip or on the Vessel shall be allowed to become airborne or enter the waters of the Marina. Bicycles, motorcycles and motor scooters, etc. must be kept off the Marina's docks and fingers and in the parking lot serving the Marina and shall not be visible aboard vessels. Permittee shall not install or place any gangways, satellite dishes, water purifiers, water-hose holders, line holders, etc. on the Marina's docks, fingers or pilings.

5.8 FUEL WASTE OIL AND SOLVENTS

No vessel shall be fueled in the Marina. Permittee shall not permit fuel to be transported from or to the docks within the Marina. Permittee shall dispose of waste oil, paint solvents, paint and other such chemicals, only in receptacles specifically designed for such waste and never in trash bins or other areas not posted for such materials. Permittee shall indemnify, defend and hold the County, its Special Districts, elected officials, officers, employees and agents harmless from any and all damages, fines or penalties imposed as a result of Permittee's or Permittee's agents' acts of illegal disposal of hazardous substances.

5.9 MARINE SURVEYS

Permittee shall ensure that Marina Manager has a copy of a current marine survey of the Vessel described in this Permit ("Marine Survey"). The Marine Survey shall be considered current when: (a) for vessels of non-wood hull construction, the Marine Survey is five (5) years old or less; and (b) for vessels of wood hull construction, the Marine Survey is three (3) years old or less. If Marina Manager determines, in his sole and absolute discretion, that the Marine Survey is not satisfactory, Marina Manager may require the Permittee to carry out a range of actions including, but not limited to, repairing the Vessel within a prescribed timeframe or immediate removal of the Vessel from the Marina. Some vessels may not be required to obtain a third party professional marine survey provided their vessels meet Anchorage 47's minimum seaworthy standards as determined by the Marina Manager. However, Permittee's failure to submit a Marine Survey as required shall be considered a material breach of this Permit and shall be grounds for termination of this Permit pursuant to Section 6 hereof and require the immediate removal of the Vessel from the Slip upon demand by County, should Marina Manager deem such action is necessary to protect the Slip or the Marina.

5.10 UNSEAWORTHY VESSELS

Permittee shall at all times comply with County Code section 19.12.1060 regarding unseaworthy vessels and shall, upon request, demonstrate that the Vessel is seaworthy, or allow inspection by Department employees or governmental agencies having jurisdiction of the Vessel for seaworthiness.

Pursuant to County Code section 19.12.555 "Unseaworthy" means either incapable of traveling on the waters within the state of California under its own sailing or mechanical propulsion system, or failing to comply with all applicable state and federal regulations pertaining to the class and size of vessel in question.

County Code section 19.12.1060 provides in pertinent part that "No person shall secure or permit to be anchored or moored in a county harbor, waterway or maritime facility a vessel of any kind whatsoever which is unseaworthy or in a badly deteriorated condition, or which is likely to sink or to damage docks, wharves, floats and/or other vessels, or which may become a hazard to navigation."

5.11 PROHIBITED VESSELS

Vessels without a means of propulsion, either power or sail, may not be kept in the Marina.

5.12 MOVEMENT OF VESSELS

Movement of vessels within the Marina shall be for the purpose of entering or leaving a slip only.

5.13 LEAVING AND ENTERING MARINA

Vessels entering and leaving the Marina will abide by all rules of navigation and posted speed limits.

5.14 SPEED LIMIT

The speed limit for vessels within the Marina shall be dead slow or wakeless speed, whichever is slower.

5.15 OPERATION OF ENGINES

Unnecessary operation of engines in the Slip or Marina is not permitted. Except for entering or leaving a slip, the main engines of any vessel or its power-generating equipment or other noise making machinery, shall not be operated between the hours of 9:00 PM and 7:00 AM. Engines may not be operated in gear while vessels are secured to the dock.

6. PERMIT TERMINATION/DEFAULT

Unless otherwise provided herein, County may terminate this Permit at any time, by providing written notice to Permittee (which notice may be effective immediately) in the event Permittee is in default of any of the terms or conditions of this Permit, or in the event of Permittee's violation of laws, rules, regulations or the lawful instructions of Marina Manager. 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 Slip. Permittee shall pay all costs for removing property from the Slip, boat storage fees, attorney's fees and any other costs incurred by County. Notwithstanding the foregoing, either party may terminate this Permit at any time in such party's sole discretion by providing the other party 30 days advance written notice.

6.1 NO HOLDOVER TENANCY

In the event that Permittee continues to occupy the Slip after termination of the Permit, Permittee shall be regarded as trespassing and slip fees will be assessed at prevailing daily transient vessel rates until the Vessel is removed.

6.2 RESTORATION OF SLIP

Permittee, at Permittee's sole cost and expense, shall on or before the termination or cancellation of this Permit remove the Vessel and other items of personal property and restore the Slip as nearly as practicable to the same state and condition as existed as of the date of this Permit. Should Permittee fail to remove the Vessel, together with items of personal property, and restore the Slip as required by this Section on or before the termination of this Permit, then County may, in addition to other legal remedies, remove the Vessel and other items of personal property and restore the Slip as required by this Section at Permittee's expense. Additionally, storage of Permittee's property will result in a charge established by the Harbor Master. County reserves the right to dispose of any personal property belonging to Permittee not removed from the Slip upon termination of this Permit pursuant to Business and Professions Code section 21700, et seq.

7. RISK OF LOSS, LICENSE NOT CONTRACT

Permittee assumes the risk of loss, damage or destruction of the Vessel, 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 Slip or Marina. 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.

8. RELEASE OF COUNTY

Permittee hereby releases and discharges County from: (a) all claims and demands by Permittee for loss of or damage to Permittee's property (including the Vessel), and (b) any and all claims against Permittee for bodily injury and or death or other losses arising from or connected with Permittee's use of any County property pursuant to this Permit.

9. CCC SECTION 1542

Permittee's release as set forth in Section 8 hereof 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 Section 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 her or him must have materially affected his settlement with the debtor.

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

10. INSURANCE

10.1 INDEMNIFICATION:

Permittee shall indemnify, defend and hold harmless the County and its special districts, elected and appointed officers, employees and agents ("County Indemnitees") 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).

10.2 GENERAL INSURANCE REQUIREMENTS

Without limiting Permittee's indemnification of the County Indemnitees and during the term of this Permit, Permittee shall provide and maintain the following programs of insurance specified in this Permit. 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.

Evidence of Insurance: An insurance endorsement shall be delivered to County of Los Angeles, Department of Beaches and Harbors, Attn: Anchorage 47, Marina Manager, 13837 Fiji Way, Marina del Rey, California, 90292 prior to the commencement of this Permit. Said insurance endorsement shall:

- a. Specifically identify this Permit.
- b. Clearly evidence all coverages required in this Permit.
- c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the boat/watercraft liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Permit.
- e. Identify any deductibles for County's approval. The County retains the right to require Permittee to reduce or eliminate such deductibles as they apply to County.

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

Failure to Maintain Coverage: Failure by Permittee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Permit upon which County may immediately terminate the Permit.

Notification of Incidents, Claims or Suits: Permittee shall report to County any accident or incident relating to Permittee's use of the Slip which involves injury or property damage which may result in the filing of a claim or lawsuit against Permittee and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

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

10.3 INSURANCE COVERAGE REQUIREMENTS

- a. Boat/Watercraft Liability insurance must provide coverage for legal liability resulting from the ownership, maintenance, or use of insured watercraft while stored ashore or moored in the water, and include bodily injury, property damage and legal defense coverage. 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 and Harbors.

- b. The insurance coverage shall be a policy type commonly known as yacht insurance or of a similar nature as determined by the Marina Manager. A yacht insurance policy contains stipulations not ordinarily contained in non-yacht insurance policies such as, but not limited to, a requirement for periodic marine surveys and seaworthy language.
- c. 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.
- d. 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.
- e. 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.
- f. Automobile Liability insurance must have coverage as required by California law.

11. PARKING LOT REGULATIONS

11.1 PARKING ENFORCEMENT AND CITATION

Permittees and their guests shall abide by all parking lot rules. County reserves the right to issue parking citations for any violation of said parking lot rules.

11.2 PERMITTED AND PROHIBITED USE

- a. No person shall discharge waste material from, store or sleep or cook in a house trailer, boat trailer, camper, or other vehicle while such vehicle is in a parking space within the parking lots or facilities adjacent to the Marina.
- b. No vehicle or apparatus capable of being registered as a vehicle or trailer shall block the parking lanes in the Marina. Said vehicles must park within the confines of the parking space lines and park head in only.
- c. No vehicle in excess of twenty (20) feet in overall length may occupy any parking space within the designated parking lots without the permission of the Manager or his designee. No vehicle in excess of twenty-four (24) feet in overall length may occupy any parking space within the designated parking lots.
- d. No person shall remain, stay, or loiter in the Marina parking lot between the hours of sunset and 5:00 AM.

- d. No person shall remain, stay, or loiter in the Marina parking lot between the hours of sunset and 5:00 AM.
- e. To facilitate the sweeping and cleaning of the Marina parking lot, certain sections may be posted with restricted parking times. Failure to observe the posted restrictions will result in the issuance of parking citations.
- f. Permittees may not construct, reconstruct, repair, grease or cause to be greased any vehicle or vessel or any part thereof within the parking lot of Anchorage 47. However, temporary minor repairs in case of emergency may be made within the parking lot to enable the vehicle to be moved to a proper place for mechanical work.
- g. The washing of any vehicle, vessel, trailer or apparatus capable of being registered as a vehicle or trailer is prohibited in the parking lot of the Marina. This includes commercial vehicle detailing.
- h. Trailers and inoperable vehicles are not allowed in the Anchorage 47 parking lot. Failure to remove a trailer or inoperable vehicle will result in the impounding of the trailer or inoperable vehicle at a cost to the Permittee.
- i. Vehicles, other than those permitted and registered to Liveaboard Permittees, left in the parking lots serving the Marina for a period greater than three (3) consecutive days will be subject to towing if prior approval has not been obtained from the Marina Manager.
- j. Vehicles parked in violation of posted signs in the Marina parking lot will be subject to towing.
- k. Skateboarding, bicycling, sport activities and other activities that are not specifically related to automotive parking are prohibited in the parking lot serving the Marina.

12. MISCELLANEOUS

12.1 USE OF RESTROOMS AND LAUNDRY ROOM

Only Permittees, their guests and authorized personnel are allowed in the restrooms and laundry room serving the Marina. Pets, except for service animals, are prohibited from entering said restrooms and laundry room. Use of wash basins for washing utensils is prohibited.

12.2 LAUNDRY ON DOCKS AND VESSELS PROHIBITED

Laundering or drying of apparel on the deck or rigging of a boat in the Marina is prohibited.

12.3 TARPS

Tarps must be kept clean and in good condition. Permittee must replace tarps when they become frayed or torn and cleaned when mold, mildew or moss begins to adhere to them.

12.4 NOTICES

Notices required by this Permit 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. Such notices shall be addressed to: County of Los Angeles, Department of Beaches and Harbors, Attn: Anchorage 47, 13837 Fiji Way, Marina del Rey, California, 90292. Such notices shall be addressed to the Permittee at the address currently on file with County unless advised otherwise in writing. Permittee agrees to keep County advised at all times during the term hereof of Permittee's current address.

12.5 CHANGE OF CONTACT INFORMATION

Permittee shall promptly notify the County in writing of any change of address or telephone number. The County will not be responsible for lost or misdirected mail due to incorrect or outdated information.

12.6 DISORDERLY CONDUCT

No Permittee shall carry on disorderly or indecorous activities or permit his guests or invitees to do so in a manner that might injure a person, cause damage to property or harm to the reputation of the Marina, and any such conduct shall be cause for immediate termination of the Permittee's Permit.

12.7 POST-ACQUISITION TENANT

Permittee expressly acknowledges that Permittee is a post-acquisition tenant and shall not be entitled to any claim of status as a "displaced person" as such is defined in Section 7260 of the Government Code of the State of California. Permittee hereby acknowledges Permittee's ineligibility for relocation assistance as provided in Government Code Sections 7260 through 7277, inclusive, as it exists or as it may be amended.

12.8 LAWS, ORDINANCES, RULES AND REGULATIONS

At all times during the term hereof, Permittee agrees to comply with all applicable federal, state, and County laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in this Permit are hereby deemed incorporated by reference as such laws now exist or may hereafter be amended. Permittee agrees to indemnify and hold the County Indemnitees (as defined in Section 10 hereof) harmless from any loss, damage or liability resulting from a violation on the part of the Permittee of such laws, rules, regulations or ordinances.

12.9 CHANGES TO RULES AND REGULATIONS

The County may, from time to time in its sole discretion, promulgate rules and regulations pertaining to this Permit and the use of the Marina. Permittee hereby agrees to comply with all such rules and regulations in addition to all the terms and conditions of this Permit.

III. ENVIRONMENTAL POLICIES AND BEST MANAGEMENT PRACTICES

It is the intent of the parties hereto that the Marina standards and rules be consistent with the current requirements of the State of California's "Water Quality Management/Boat Owner Maintenance Plan." Accordingly, Permittee shall at all times during the term hereof adhere to the following environmental policies and "Best Management Practices".

All self-employed boat workers and independent contractors must register with the Sheriff's Harbor Master and receive approval from the Marina Manager.

It is unlawful for any person to conduct or perform or cause to be performed any repairs, alterations, maintenance or other work upon or to any vessel which in any manner causes or would reasonably tend to cause any materials or substance, including but not limited to paint, oil or other petroleum products, dirt, paint sandings or chips wood sandings, or other residue or debris, to enter into the waters of Marina del Rey, or to be deposited upon vessels, docks, structures or property of another. (Los Angeles County Code section 19.12.1400)

Do not use detergents and emulsifiers on fuel/oil spills.

Marina management requires that all vessel owners adhere to the following **Best Management Practices**:

1. HULL CLEANING

- a. Do not clean hull for 90 days after paint application.
- b. Use the least abrasive cleaning pads for the type of growth on the hull.
- c. Use biodegradable cleaners only.

2. ENGINES AND BILGES

- a. An oil-absorbing bilge pad must be placed in your bilge and replaced when dirty.
- b. Recycle oil and diesel properly.
- c. Dispose of gasoline properly.
- d. Dispose of filters properly.
- e. Do not discharge bilge water if there is a sheen to it.
- f. Do not dispose any fuel or used oil in the Marina's dumpster or trash cans.

3. PAINTING AND VARNISHING

- a. Limit the amount of open solvents or paints on the docks to one gallon.
- b. Always mix paints and epoxy over a tarp.
- c. Always use a drip pan or drop cloth.
- d. Clean up all spills immediately.
- e. Spray painting is not allowed within the Marina.
- f. Do not dispose of paint or solvents in the Marina's dumpsters or trash cans.
- g. Use non-toxic paint and legal products for topside and hull paint.
- h. Use environmentally friendly hull paint.
- i. Use proper application procedures for hull painting.
- j. Do not leave open containers of paint or other maintenance supplies unattended.

4. SURFACE PREPARATION

- a. Connect vacuum to electrical sanders.
- b. Liberally use tarps to capture all scrapings, debris and drips.
- c. Stretch tarps between side of boat and dock when working over the water.
- d. Vacuum dust and debris every time you move the tarp or every hour.
- e. Reverse the boat in the slip to work on the far side.

5. SEWAGE

- a. Untreated sewage should never be discharged directly overboard.
- b. Store sewage in holding tanks and dispose of properly at pump-out stations.
- c. Ensure MSD Type I systems work properly and discharge only when underway.
- d. Do not discharge Type I while moored in Marina.
- e. Use shore-side facilities as often as possible.

6. SOLID WASTE DISPOSAL

- a. Dispose of all garbage in proper shore-side receptacles.
- b. Let empty cans dry thoroughly before disposing in trash, where permissible by law.
- c. Recycle green, brown and clear glass, newspapers and aluminum.

7. CHEMICAL STORAGE

- a. Purchase only the amount of chemicals/paints you need for a project.
- b. Review storage of paints and solvents every six months, and properly dispose
- c. of old or unnecessary products.
- d. Do not store more than one gallon total of paint and solvents.
- e. Dispose of all chemicals and paint at hazardous waste disposal sites.
- f. Store liquid supplies indoors or in covered containers.

8. PARKING LOTS

- a. Do not discharge any waste (solid or liquid) from a vehicle.
- b. Do not sleep in a vehicle.
- c. Do not make repairs, except in case of an emergency.
- d. Use bilge pads, or a drop cloth to capture any fluids from your vehicle.
- e. Do not wash your vehicle in the parking lot.

IV. LIVEABOARD PRIVILEGES

As provided in paragraph 5.4 of this Permit, Permittee shall not, nor permit anyone else to, live aboard the Vessel, except upon: (a) an express grant of liveaboard privileges by County (as evidenced in Section I hereof), (b) payment of Marina's charges for such privilege, (c) issuance of a liveboard permit from the Los Angeles County Sheriff's Harbor Master and (d) full compliance with all of the following provisions.

1. PROVISIONS FOR VESSELS AS PLACE OF ABODE

All persons desiring to live aboard vessels berthed or moored within the water areas of the Marina shall be in compliance with the requirements of the "County Harbor and Maritime Ordinance", which requires, among other things, a liveaboard permit from the Los Angeles County Sheriff's Harbor Master. A person shall be deemed to be living aboard a vessel if she or he occupies or appears to occupy or allows others to occupy or appear to occupy the vessel and engages in those usual and customary activities associated with a person's residence abode, such as sleeping, preparation of meals, etc., for any period in excess of three (3) days within any one-week period. A Permittee desiring to live aboard a vessel shall first have authorization by the Marina Manager and secondly have obtained a liveaboard permit from the Sheriff's Harbor Master. Liveaboard privileges shall be subject to the following conditions and limitations:

- a. Liveaboard privileges will be granted only to a current Permittee in good standing (i.e., not in default of his Permit).
- b. Within the water areas within the limits of the Marina the number of slip permits with liveaboard privileges for each gangway shall be determined by the Marina Manager, in his sole discretion.
- c. The maximum number of liveaboards on any one Vessel shall be limited to two (2) persons. Only the Permittee or the Permittee and one other person may live aboard an approved vessel. The names of such persons shall at all times be on file with the Marina Manager.
- d. No person under eighteen (18) years of age may stay overnight in the Marina unless accompanied by a parent or other responsible adult.

- e. At all times during the term hereof, Permittee agrees that occupancy of the Vessel shall not be in such a manner as to disturb users of other vessels in the Marina, whether or not the same shall be full-time occupants of the Marina. Permittee expressly agrees that his Vessel and the facilities provided by the Marina will not be used for taking prohibited chemical substances or by intoxicated persons. A violation of this provision shall be conclusively presumed (i) if the person is found to have a blood alcohol content exceeding permitted use on highways, or (ii) if Marina Manager shall require the assistance of the Sheriff's Harbor Master on account of any liquor or drug related disturbance (iii) because of a related physical assault on another person or that person's property, or (iv) when one or more other users of the Marina file a written complaint with the Marina Manager concerning Permittee or users of the Vessel. Should Permittee breach the foregoing, Marina Manager shall have the right to terminate the liveaboard privilege upon three (3) days prior written notice and Permittee agrees upon such termination notice to discontinue any residency which has been established on Permittee's Vessel. Any such termination shall be deemed for cause and Permittee shall not be entitled the return of any portion of the liveaboard charge.
- f. Either party hereto shall have the right to terminate this liveaboard privilege at any time, with or without cause, by giving thirty (30) days prior written notice thereof to the other party.
- g. A Permittee with liveaboard privileges shall not maintain animals or pets within the Marina except service animals or fish, birds and other similar animals which are at all times maintained in some restraining device wholly within the interior of the Vessel. Service animals must be recorded with the Marina Manager. All service animals must be kept on a leash not more than six (6) feet long when not on the Vessel. Service animals must be kept under the control of the owner at all times when on Marina or County of Los Angeles property.
- h. If a telephone service is installed, the current telephone number assigned to Permittee shall be on file with Marina Manager.
- i. County shall have no responsibility for delivery of mail addressed to any authorized person living aboard.
- j. The overall length of the Vessel, as determined by the Marina Manager in his sole and absolute discretion, for which permission to live aboard is sought must be a minimum of thirty (30) feet.
- k. Any vessel with an overall length of less than thirty (30) feet shall not be granted liveaboard privileges.
- l. Installation of a federally approved marine sanitation device (self-contained toilet and holding tank system; **Porta-potties are not permitted**) which has been demonstrated to the satisfaction of the Sheriff's Harbor Master to prohibit the overboard discharge of treated or untreated excrement, sewage, or other waste matter or contaminant of any kind while within Marina del Rey. The Marina Manager shall have the right to inspect the head and holding tank system including placing dye tablets in the holding tanks, with 24-hour notice by telephone to the Permittee.
- m. Dishwashing is prohibited in the heads, on the docks or in the landside restrooms and laundry room.

- n. The Marina Manager shall have the right to make periodic inspections of the Vessel to determine compliance with these conditions, and all the laws, rules and regulations that govern liveaboard status. By reserving the right to make inspections, the County does not assume, nor shall that right be construed to impose, any liability for claims for damages to persons or property resulting from a failure to make any such inspections.
- o. Any Permittee granted permission to use a Vessel as a place of abode that is subsequently in default of the Permit, will lose liveaboard privileges, in County's sole discretion.
- p. Liveaboard privileges will be granted only to a current Permittee in good standing. No other person or permitted animal is allowed to live aboard a vessel unless the Permittee is also living aboard the vessel under a valid liveaboard permit.
- q. Liveaboard privileges are granted only for the Slip assigned to the Permittee at the time of the grant. Liveaboard privileges will not be transferred to another slip location unless approved by the Marina Manager in writing.
- r. Liveaboards must keep their vessels and adjacent dock areas clean and uncluttered at all times and not create an eye-sore.



BOAT SLIP PERMIT AGREEMENT NOTICE OF INTENT TO VACATE

Agreement Number: _____ Slip Number: _____

I hereby request cancellation of my slip and permit effective _____ (mm/dd/yyyy).

I agree to pay my last month rent. After all my keys and keycards have been returned and my slip has been checked for damage, my security deposit will be returned less damage or loss.

***** I M P O R T A N T *****

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

SECURITY DEPOSIT:

Cancellation of a permit will require the payment of the last month's rent and, if applicable, liveaboard charge. The security deposit will be returned to the permittee, less any damages noted during the exit inspection of the dock box, finger, etc. and less any deposit for items not returned, such as keys and keycards.

I understand that I must carry insurance on the vessel while it remains in the slip.

Print Name: _____

Address to mail deposit refund: _____

City: _____ State/Province: _____ Zip/Postal Code: _____

Phone: _____

Reason for Cancellation: _____

Signature: _____ Date: _____

For County Use:

Date Received: _____

Keys Returned: _____

