

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



DINGHY STORAGE APPLICATION

INSTRUCTIONS: Complete the section below with the required information and read the terms of the attached storage permit.
PLEASE SUBMIT: A picture of your watercraft and a copy of your driver license or similar ID.

Agreement	<input type="text"/>	Location	<input type="text"/>	Row/Rack	<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"/>				

DESCRIPTION OF WATERCRAFT

Make	<input type="text"/>	Type	<input type="text"/>
Color	<input type="text"/>	Length (ft)	<input type="text"/>
Serial No	<input type="text"/>		
Signature	<input type="text"/>	Date	<input type="text"/>

DEPARTMENT USE ONLY

ANNUAL RENTAL FEE	UP TO 20 FT = \$180.00 OVER 20 FT = \$195.00	SECURITY DEPOSIT	FIRST CRAFT = \$175.00 SECOND CRAFT = \$ 75.00 HID CARD = \$ 50.00
Agreement Dates	BEGINS <input type="text"/> /01 OF YEAR	<input type="text"/>	AND ENDS 06/30 OF YEAR <input type="text"/>
Yearly Fee	<input type="text"/>	Rate/Pro-rate	<input type="text"/>
Keycard No	<input type="text"/>	Sec. Deposit	<input type="text"/>
Forfeiture	<input type="checkbox"/> Forfeits Keycard Deposit	Key Deposit	<input type="text"/>
Status	<input type="radio"/> NEW <input type="radio"/> RENEW	Total Amount	<input type="text"/>

DINGHY BOAT STORAGE PERMIT

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".

WITNESSETH:

1. County, in consideration of the full performance by Permittee of the terms and conditions set forth in this Permit, grants to Permittee the privilege to place one (1) dinghy boat, ten (10) feet or under and two hundred (200) pounds or less, or in excess of ten (10) feet but not more than two hundred (200) pounds, in the sole and absolute discretion of the County, in a boat storage location (hereinafter "storage area") at Marina del Rey (hereinafter "Marina"). The precise placement of storage area shall be subject to the discretion and modification of the Director of the Department of Beaches and Harbors (hereinafter "Director") or his designee. The types of boats acceptable for storage include dinghies, kayaks, canoes, and other like-size boats that the storage racks can accommodate.

Notwithstanding the foregoing, County may allow the storage of two (2) boats on a storage rack under the following conditions: a) each occupant of a storage rack has entered a separate Permit with the County; and b) the combined weight of both boats shall not exceed two hundred (200) pounds.

In consideration of accommodating as many people as possible in the storage area, Permittee may share a rack with no more than one other permittee as long as both boats meet the requirements set forth above.

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2. The Permit shall commence on _____ (the "Commencement Date"), and shall expire on the next June 30th, unless extended as provided for in this paragraph. The June 30th of the initial term and of the subsequent twelve (12) month extension of this Permit shall be known as the "Expiration Date". July 1st of the first year shall be known as the "Rental Payment Date". The term of this Permit may be extended for one additional twelve (12) month period if Permittee is not otherwise in default under the terms and conditions of this Permit on the Rental Payment Date, and Permittee pays the annual rental fee, in advance for the next twelve (12) month period, no later than the Rental Payment Date. Failure to pay the annual rental fee no later than the Rental Payment Date for the subsequent twelve (12) month period shall cause this Permit to expire as of the next Expiration Date without further notice to Permittee. Notwithstanding anything herein to the contrary, either party may at any time cancel this Permit by giving fifteen (15) days cancellation notice to the other in writing.

PLEASE BE ADVISED THAT ANY INVOICES OR NOTICES GIVEN BY COUNTY FOR PAYMENT BE FOR CONVENIENCE ONLY. FAILURE BY COUNTY TO PROVIDE INVOICES OR NOTICES SHALL IN NO WAY CHANGE PERMITTEE'S OBLIGATIONS, EXCUSE DELINQUENCIES, OR WAIVE ANY OF COUNTY'S RIGHTS UNDER THE PERMIT. PERMITTEE IS OBLIGATED TO PAY RENT AND OTHER CHARGES, IN THE AMOUNT AND THE MANNER SET FORTH IN THIS PERMIT.

3. This Permit is personal to the Permittee, and shall not be sublet, in whole or in part, or assigned.
4. Permittee agrees to pay the prevailing dinghy storage fee per year, per dinghy boat, per storage area. Said rental shall be due and payable in advance, initially on the Commencement Date and thereafter on or before the Rental Payment Date as defined in paragraph 2, above. Any proration of rent shall be calculated on a monthly basis, as determined by the County. A late payment charge of Fifteen (\$15.00) dollars shall be added to any payment that is received by County after the Rental Payment Date. Any additional fees and charges, including but not limited to late payment charges, shall be deemed additional rent. In the event that rent is not paid on or before the Rental Payment Date or the dinghy boat is not removed on or before the Expiration Date (either the first or second, as the case may be), the security deposit (as provided for in paragraph 9, below) may be applied against any late payment charge and any other amounts owed the County pursuant to this Permit and the Permit shall be terminated.

County reserves the right to adjust rental rates prior to each and every extension of this Permit or upon thirty (30) days' written notice to Permittee at any time during the term or any extension of this Permit.

5. Permittee shall store the dinghy boat and mast on the dinghy rack in such a manner so that it will not extend into the access drive, which is indicated by a white barrier strip separating the storage area from the access drive. Other than the boat(s) and mast(s) as provided for above, Permittee shall not store any other personal property within the storage area. No tarp covers other than those specifically designed to fit the boat are allowed. County reserves the right to dispose of any such personal property. Failure to abide by the above mentioned restrictions will result in termination of the permit.
6. Permittee is strictly prohibited from performing any construction or boat repair of any type in or adjacent to the storage area. Parking is prohibited in the storage area.
7. Each dinghy boat shall be identified by displaying on the forward part of the vessel either the California registration number or the owner's name, address and phone number, other markings agreed to by County. Permittee may not store anything other than the approved boat(s) on the storage rack.
8. County reserves the right to move and/or relocate Permittee's dinghy boat as needed. Whenever possible, County will give advance notice to the Permittee as to the relocation of the dinghy boat(s).

County reserves the right to issue permittee a Notice to Vacate the facility for a given time. This notice will be provided ten days (7) in advance of the vacate date. Upon this notice, permittee will be required to remove the stored boat and all personal items.

9. Prior to commencement of this Permit, Permittee must pay the County a security deposit of one-hundred and fifty (\$150) dollars. The security deposit shall be returned to Permittee as soon as reasonably practical after termination or cancellation of the Permit if all rent for the term of the Permit has been paid and the County determines that the storage area has not been damaged by Permittee's use.
10. Permittee assumes the risk of loss, damage, or destruction of the dinghy boat, 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, negligent acts or omissions of third persons; other than the negligent or wilfull acts of County employees. 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.
11. Permittee agrees to indemnify, defend and hold harmless County, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage, including damage to County property, arising from or connected with Permittee's use of any County property pursuant to this Permit.
12. 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.
13. Permittee's release as set forth in paragraph 12, 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 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 him must have materially affected his settlement with the debtor.

Permittee represents and warrants that their party has read California Civil Code Section 1542 and understands the meaning and effect of its waiver of the rights thereunder.

14. The Director may, from time to time, in his discretion promulgate rules and regulations regarding the use of the storage area. Permittee hereby agrees to comply with all such rules and regulations and all applicable Federal and State laws and County ordinances, in addition to the terms and conditions of this Permit.

15. Waiver of any provisions herein or of the rules and regulations governing the use of the storage area shall not be deemed a continuing waiver or a waiver of any other provision, rule or regulation.
16. County may terminate this Permit at any time and without prior written notice in the event of violation of laws, ordinances, rules, regulations, signs or the lawful instructions of Director or his agents, or in the event of the disregard or breach of any of the terms or conditions herein. Termination 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 storage area. Permittee shall pay all costs for removing property from the storage area, storage fees for abandoned property, attorney's fees and any other costs incurred by, County or its agent.
17. Permittee shall under no circumstances use the Vessel, any County property or dock structure within the Marina for commercial purposes. Commercial purposes shall include, but not 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 as defined in paragraph 16, above.
18. Upon the termination of the Permit, Permittee, at Permittee's own cost and expense, shall remove the dinghy boat and all personal property within three (3) days and restore storage area as nearly as practicable to the same state and condition prior to use by Permittee. Should Permittee fail to remove Permittee's dinghy boat, together with items of personal property and restore the storage area as nearly as practicable to the same state and condition as prior to use by Permittee within three (3) days, the County may in addition to other legal remedies, forthwith remove said dinghy boat and items of personal property and restore said storage area as nearly as practicable to the same state and condition as prior to use by Permittee at Permittee's expense. Permittee shall pay rent for any period of time after the termination or expiration of this Permit that Permittee continues to occupy the storage area, including, but not limited to, the three (3) days referred in this paragraph, or that County stores Permittee's property, whether in the storage area or off-site, in accordance with paragraphs 4 and 8 of this Permit.
19. County reserves the right to dispose of any personal property of Permittee not removed from the storage area in accordance with paragraph 17, above, pursuant to Business and Professions Code section 21700, et seq.
20. 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. Such notices shall be addressed to County of Los Angeles Department of Beaches and Harbors, Attn: Storage Manager, 13837 Fiji Way, Marina del Rey, California 90292-6910. Such notices shall be addressed to the Permittee at the address shown below or at such other address as Permittee may from time to time provide in writing to County. Permittee shall keep County advised of Permittee's current address.

21. I acknowledge that I will be sharing my rack with

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 and Harbors, County of Los Angeles on _____, _____.

Permittee's Signature

Address: _____

COUNTY OF LOS ANGELES
GARY JONES, DIRECTOR

By: _____

Title: _____

PERMIT CANCELLATION

DINGHY & BICYCLE LOCKERS

DATE _____ AGREEMENT # _____ RACK/LOCKER # _____

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

I HEREBY REQUEST CANCELLATION OF MY ASSIGNED RACK/BICYCLE LOCKER AND PERMIT WITH LOS ANGELES COUNTY BEACHES & HARBORS, EFFECTIVE DATE _____ . (MM/DD/YYYY)

I AGREE TO PAY MY LAST MONTH RENT AND RETURN ANY KEY(S) ASSIGNED AND/OR TO RESTORE "STORAGE AREA" TO CONDITION PRIOR TO AGREEMENT.

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

Security Deposit: the deposit will be returned to the Permittee, less any damages noted during the inspection of the assigned rack area or bicycle locker and less any deposit for items not returned such as key(s).

NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT/CELL # _____

REASON FOR CANCELLATION _____

SIGNATURE _____ DATE _____

OFFICE USE:

DATE RECEIVED _____

LAST FY PAID _____

KEY(S) RETURNED _____