

Lake Don Pedro Marina
 11500 Bonds Flat Rd.
 La Grange, CA 95329
 (209) 852-2369



Moccasin Point Marina
 11405 Jacksonville Rd.
 Jamestown, CA 95327
 (209) 989-2206

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HOUSEBOAT DOCKAGE AGREEMENT (30-Days Minimum)

This Houseboat Dockage Agreement ("Agreement") is entered into among, on the one hand, DON PEDRO SMI, LP, a Delaware limited liability partnership ("Company"), and DON PEDRO SMI OPCO, LP, a Delaware limited liability partnership ("OpCo")(Company and OpCo, separately or collectively, as applicable, being sometimes herein referred to as "Licensor"), and, on the other hand, the registered owner of the Vessel described below ("Owner"). Company's premises are located at the marina selected at the top of this Agreement ("Marina Premises"). The terms and conditions ("Terms and Conditions") of this Agreement govern Owner's and Vessel's use of slips, buoys, and associated marina facilities located on Marina Premises.

Owner:		
Name(s):		
Current Address:		
City:	State:	Zip:
Business/Home Phone:	Cell Phone:	E-mail:
Billing Address:		
Address of Record with Department of Motor Vehicles:		
Notify in case of emergency:		
Vessel(s):		
Name:	Make/Model:	
Year:	Vessel Type:	
Registration/Documentation No.:	LOA/Beam/Draft:	
Trailer VIN:	Type of power:	
Trailer license #:	Trailer Make and year:	
Vessel Insurance:		
Carrier:	Policy No.:	
Agent Name:	Phone No.:	
Payment Information:		
<input type="checkbox"/> ACH*	<input type="checkbox"/> Check*:	
Credit Card: <input type="checkbox"/> VISA <input type="checkbox"/> M/C <input type="checkbox"/> DISC <input type="checkbox"/> AMEX	<input type="checkbox"/> Cash*	
* Eligible for Discount Rate		
Slip/Buoy Rate Per Foot:		
Rate for slip		
Rate for buoy:		
Dock Box rate:		
Term:		
Rent:		
Slip charges:		
Buoy charges:	Total Monthly charges:	
Other Charges		
Sales Tax (If Applicable)		
Total initial charges/prorated rents:		
Slip / Buoy assignment:		
Slip/ Buoy Request:	Mooring buoy assigned:	
Slip/Buoy Assignment:		

AT THE SOLE OPTION OF LICENSOR, THE ABOVE SLIP/BUOY ASSIGNMENT WILL **NOT** BE FINALIZED UNLESS AND UNTIL ALL OF THE FOLLOWING CRITERIA ARE MET:

- (1) RECEIPT OF A COPY OF OWNER'S INSURANCE BINDER;
- (2) CURRENT REGISTRATION OF VESSEL;
- (3) RECEIPT OF A COMPLETED ACH AUTHORIZATION FORM, A VALID CREDIT CARD AND AUTHORIZATION, OR POST DATED CHECK;
- (4) PAYMENT OF ANY AND ALL OUTSTANDING CHARGES DUE TO LICENSOR; AND
- (5) A FULLY EXECUTED AGREEMENT.

If a conflict occurs between this Agreement and the Don Pedro Recreation Agency (the "DPRA") Regulations and Ordinances, or the Concession Lease Agreements for either Fleming Meadows or Moccasin Point Marina, (each, a "Concession Lease Agreement"), the order of precedence shall be:

1. Don Pedro Recreation Area DPRA Regulations and Ordinances
2. Concession Lease Agreement(s)
3. This Agreement

ADDITIONAL TERMS AND CONDITIONS

1. Under this Agreement, Licensor agrees to provide Owner a license to use a slip or buoy and associated marina facilities in exchange for the Rent and other charges set forth herein, subject to the terms and conditions set forth in this Agreement. The term of this Agreement (the "Term") is one (1) year and will renew automatically for successive one (1) year periods unless otherwise terminated as provided herein. The slip or buoy provided under this Agreement will be in good working condition, suitable for the use contemplated under this Agreement, and will comply with applicable State laws and regulations. Owner shall use the assigned slip or buoy for the dockage of the above-described Vessel only. If Owner desires to dock a vessel other than referenced above, Owner must complete a new agreement. This Agreement does not create a bailment relationship between Owner and Company for any Vessel, its equipment, or personal effects on a Vessel, all of which are agreed will at all times remain within the custody and control of the Owner and not Licensor. Licensor may give miscellaneous assistance to Owner, but it is agreed that this will not constitute the creation of either an agency or a bailment relationship between Owner and Licensor.

2. LICENSOR'S SLIPS, BUOYS, AND ASSOCIATED MARINA FACILITIES ARE TO BE USED BY OWNER AT OWNER'S RISK. Use of the slips, buoys, boat lift and the Marina Premises is at the risk of Owner. Owner shall use the Marina Premises in a safe and responsible manner in accordance with DPRA rules and regulations. Owner is responsible for any loss or damage to Owner's Vessel or any personal property located on or associated with Owner's Vessel and to any other boat or vessel in the Marina Premises resulting from Owner's negligent acts or omissions. Owner is responsible for properly securing Owner's vessel in its assigned space with proper lines and ties. Licensor shall not be liable for the care, protection or security of the Vessel, or Owner or Owner's guests. Owner, on behalf of Owner and Owner's guests, family, employees, representatives and agents, releases and waives any claims against Company and OpCo and their respective managers, members, affiliates, officers, employees, representatives and agents for any damage to Owner's Vessel or personal property or for claims involving personal injury or death, unless said damage or injury was caused by the gross negligence or willful misconduct of Licensor. To the extent allowed by law, Owner waives all rights to recover from Company or OpCo any indirect, incidental, special, punitive or consequential damages arising out of the use of the Marina Premises by Owner or Owner's guests, family, employees, representatives and agents.

2.1 LICENSOR ASSUMES NO RESPONSIBILITY FOR AND SHALL NOT BE LIABLE FOR THE CARE, PROTECTION OR SECURITY OF THE VESSEL. USE OF THE SLIPS, BOUYS, BOAT LIFT AND ANY ASSOCIATED MARINA FACILITIES IS AT THE RISK OF OWNER. OWNER, ON BEHALF OF ITSELF AND OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST COMPANY AND OPCO AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY LOSS (INCLUDING THEFT), DAMAGE OR DESTRUCTION BY FIRE, WINDSTORM, WATER, OR OTHERWISE TO A VESSEL, A VESSEL'S EQUIPMENT, OR PERSONAL EFFECTS ON ANY VESSEL, OR IN OR AROUND COMPANY'S SLIPS AND ASSOCIATED MARINA FACILITIES EXCEPT TO THE EXTENT SUCH DAMAGE OR DESTRUCTION WAS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF COMPANY.

2.2 OWNER, ON BEHALF OF ITSELF AND OWNER'S GUESTS, OWNER'S FAMILY, OWNER'S EMPLOYEES, OWNER'S REPRESENTATIVES, AND OWNER'S AGENTS RELEASES AND WAIVES ANY AND ALL CLAIMS AGAINST COMPANY AND OPCO AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR BODILY INJURY, PERSONAL INJURY, OR OTHER HARM (INCLUDING DEATH) TO OWNER, OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, WHILE ON MARINA PREMISES FACILITIES EXCEPT TO THE EXTENT SUCH BODILY INJURY, PERSONAL INJURY, OR OTHER HARM WAS CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LICENSOR.

2.3 INDEMNITY AND HOLD HARMLESS.

2.3.1 OWNER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY AND OPCO AND THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS, EXPENSES, LOSSES AND DAMAGES FOR INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF LICENSOR'S SLIPS, BUOYS, BOAT LIFTS AND ASSOCIATED MARINA FACILITIES BY OWNER, OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS, INCURRED BY COMPANY OR OPCO AS A RESULT OF OR WITH RESPECT TO THE VESSEL OR OWNER'S GROSS NEGLIGENCE OR INTENTIONALLY HARMFUL ACTIONS OR OMISSIONS.

2.3.2 COMPANY SHALL DEFEND, INDEMNIFY AND HOLD OWNER AND OWNER'S GUESTS, FAMILY, EMPLOYEES, REPRESENTATIVES, AND AGENTS HARMLESS AGAINST ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, COSTS, EXPENSES, LOSSES AND DAMAGES FOR INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO PROPERTY ARISING DIRECTLY OR INDIRECTLY OUT OF THE LICENSOR'S GROSS NEGLIGENCE OR INTENTIONALLY HARMFUL ACTIONS OR OMISSIONS RELATED TO THE PROVISION OF FACILITIES AND SERVICES UNDER THIS AGREEMENT.

2.4 THIS SECTION 2 REFLECTS AN AGREED CONTRACTUAL ALLOCATION OF RISKS BETWEEN THE PARTIES WHEREBY OWNER AGREES TO LOOK TO OWNER AND OWNER'S OWN INSURER AS TO RISKS ASSOCIATED WITH THE USE OF LICENSOR'S SLIPS, BUOYS, AND ASSOCIATED MARINA FACILITIES, EXCEPT FOR DAMAGES RELATED TO COMPANY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. UNDER NO CIRCUMSTANCES SHALL COMPANY OR OPCO BE LIABLE TO OWNER UNDER THIS AGREEMENT EXCEPT IN THE EVENT OF COMPANY'S OR OPCO'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

2.5 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER WAIVES ALL RIGHTS TO RECOVER FROM COMPANY OR OPCO ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER IN CONNECTION WITH OR OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT COMPANY OR OPCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2.6 WITHOUT LIMITING THE EFFECT OF ANY OTHER WAIVERS, RELEASES OR INDEMNITIES SET FORTH IN THIS AGREEMENT FOR THE BENEFIT OF COMPANY OR OPCO, OWNER WAIVES ALL RIGHTS TO RECOVER FROM COMPANY OR OPCO (OR THEIR RESPECTIVE MANAGEMENT, AFFILIATES, OFFICERS, EMPLOYEES OR AGENTS) ANY LOSS OR DAMAGE INSURED BY THE OWNER OR REQUIRED TO BE INSURED BY THE OWNER UNDER THE TERMS OF THIS AGREEMENT. **2.1 INDEMNITY AND HOLD HARMLESS.** Owner shall defend, indemnify and hold Company and OpCo and their respective managers, members, affiliates, officers, employees, representatives and agents harmless against any claims, actions, liabilities, costs, expenses, losses and damages for personal injury (including death) or damage to Owner's Vessel or any personal property located on or associated with a Vessel arising directly or indirectly from the use of Licensor's slips, buoys, boat lifts or the Marina Premises by Owner, Owner's guests, family, employees, representatives, agents, except for any claims or losses arising from the gross negligence or willful misconduct of Licensor. Licensor shall defend, indemnify and hold Owner and Owner's guests, family, employees, representatives and agents harmless against any claims, actions, liabilities, costs, expenses, losses and damages arising directly from Licensor's gross negligence or willful misconduct.

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Owner Initials: _____

2. Owner agrees that Owner and all of Owner's guests, family, employees, representatives, and agents shall comply with all applicable federal, state, local, and, if existing, association, laws, rules and regulations, as well as any other governmental body or authority. Owner further agrees that Owner and all of Owner's guests, family, employees, representatives, and agents shall comply with the Don Pedro Recreation Agency Regulations and Ordinances and Licensor's Rules and Regulations (as set forth on Exhibit A attached hereto, which rules and regulations may be changed by Licensor), the Authorized Users Form (as set forth on Exhibit B attached hereto upon approval from DPR), and all other policies, rules and regulations in existence and as the same may be changed from time to time by Licensor, all of which are incorporated herein by reference. Any changes to the Rules and Regulations during the Term of this Agreement will be promptly provided by Company. Persons listed on the Authorized Users Form (as set forth on Exhibit B attached hereto) are specifically granted permission by Owner to use the Vessel communicate with Licensor regarding Owner's account with Licensor. To delete or add a person on the Authorized Users Form, Owner must deliver to Licensor a written notice specifying the person who is to be removed or added to the Authorized Users Form. Notwithstanding the above, Owner agrees, acknowledges and understands that Licensor does not warrant that unauthorized persons will not board the Vessel, and Licensor shall not be responsible for any unauthorized person boarding the Vessel.

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4. Owner represents that all information given to Licensor by Owner and listed in this Agreement or otherwise provided to Licensor, including credit card information, is accurate, and agrees to notify Licensor within twenty-one (21) days if any information provided by Owner is changed or otherwise inaccurate. In the event of a sale or transfer of Owner's vessel, Owner further agrees shall remain liable under this Agreement unless or until the transferee/ assignee has (i) obtained all necessary approvals from the DPR to cause operate the Vessel to be; and (ii) entered into a new agreement with Licensor; or (iii) removed the Vessel from the Marina Premises promptly upon any change in ownership of the Vessel, unless a new Agreement is executed between Licensor and the new owner. Removal of any Vessel under these circumstances shall not terminate Owner's obligation to fully pay all amounts due through the end of the term of this Agreement pay any Termination Fee applied by Licensor under Section 15.3 herein.

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5. An insured Owner may work on his own boat if such work does not block or impede the use of walkways around the Vessel or otherwise interfere with the rights, privileges and safety of other persons or property. If Owner desires to have work performed on its boat which will block or impede the walkways or which potentially may interfere with the rights, privileges and safety of other persons or property at the Marina, such work may not be commenced without first obtaining written permission from the Marina's General Manager. Owner shall not do any work on any Vessel, or allow any actions whatsoever, which cause a disturbance to the peaceful use of Marina Premises by other vessel owners, their family and guests or which threatens the environment. Outside contractors doing work on the Vessel and boat broker salespeople shall not be permitted on Marina Premises without the prior written consent of Licensor. Any outside mechanic, or craftsman or any other persons, performing work on Owner's boat while in or on the Marina Premises must provide a certificate of worker's compensation and liability insurance coverage to protect the health, safety, welfare and property, environment of Licensor and other tenants as well as the environment. Certificate of insurance limits must be approved in writing by Licensor's management. Failure to meet these requirements will require Owner's boat to be removed from Marina Premises for repairs and may constitute a material breach of this Agreement. All work on boats should be scheduled with Licensor's management. Service Outside service, personnel must check in and out with Licensor's management. No work may be done on boats before 8:00 a.m. or after 6:00 p.m.

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Owner Initials: _____

6. Sublicensing or subleasing of slips or buoys by Owner is not permitted. Further, Owner shall not allow occupancy of the Vessel in exchange for payment or other consideration (including specifically, without limitation, occupancy pursuant to a transaction through Airbnb, Boatsetter or other companies offering similar services) while the Vessel is at the Marina Premises. Owner is prohibited from storing or locating any vessel other than the Vessel described herein in the slip or buoy with respect to which a license is granted under this Agreement. Licensor reserves the right to grant a license with respect to or lease any slip/buoy assigned to Owner when same is not being used by Owner and to retain the income and rental therefrom. Owner agrees that Owner does not have the right to use any particular slip/buoy and that Licensor may reassign and move any Vessel to a different slip at any time at Licensor's discretion if Licensor reasonably believes that moving such Vessel is necessary to avoid damage or injury to persons or property due to weather or other inclement conditions.

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7. Owner is responsible for properly securing each Vessel at all times, including at such times when severe weather threatens the area encompassing Marina Premises. Owner warrants such attachments have been or will be made. In the event of impending severe weather or emergency, Owner acknowledges and agrees that if Owner or another authorized person is unavailable, or is available but refuses to act, Company's employees or agents are authorized, but not obligated, to remove the Vessel from its slip/buoy and/or take any and all other actions deemed appropriate by Company or its employees or agents, in their sole discretion, in order to better secure the Vessel, to protect marina property, private property, other vessels, and the environment, or to abate, mitigate, and otherwise deal with the apparent danger and hazards. In no event shall Company be liable for any loss or claim in the event it does not remove the Vessel or take other action to protect or secure the Vessel. Owner is further notified that Owner will be solely responsible for any resulting damage to the Vessel and may be charged a reasonable fee for any action taken by Company to remove and/or protect the Vessel or to abate, mitigate, and otherwise deal with the apparent danger and hazards. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. OWNER AGREES FURTHER THAT LICENSOR SHALL HAVE THE RIGHT, BUT NOT THE RESPONSIBILITY, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN LICENSOR'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF LICENSOR TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF LICENSOR FOR FAILING TO ACT IN SUCH CIRCUMSTANCES. Undertaking to move the Vessel shall not be deemed an assumption of responsibility for the safety, security or care of the Vessel by Licensor. Licensor shall not be deemed to be a bailee of the Vessel. Owner agrees that Licensor shall have the right, but not the responsibility, to take any action reasonably necessary to reduce foreseeable hazards and dangers. Notwithstanding the foregoing, nothing herein shall create any duty by Licensor to act in such circumstances and nothing herein shall create any liability on the part of Licensor for failing to act in such circumstances. Owner shall be liable for any damages to other vessels or to any part of Marina Premises, including but not limited to docks, pilings, plumbing, wiring and other equipment, and machinery, as well as the environment, caused by a Vessel, by leaking of fuels, oils or any liquids from a Vessel, or by Owner or Owner's guests, family, employees, representatives and agents. Owner agrees to reimburse Company for any and all reasonable costs it incurs on Owner's behalf in emergency situations.

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8. Owner shall be solely responsible for the proper operating condition of each Vessel, a Vessel's equipment and for the secure docking and safekeeping of the Vessel. Owner warrants that the Vessel will at all times be in seaworthy condition. Owner assumes full responsibility to ensure that all through-hull fittings and drain plugs are properly closed before any Vessel is placed in the water by Licensor. Owner shall be solely responsible for removing drain plugs to allow drainage when a Vessel is stored out of the water, and Owner shall remain solely responsible to ensure that each Vessel is properly watertight before it is placed in the water.

9. Rent ("Rent") meaning Total Monthly charges, as stated in table on Page 1, above) is payable monthly, in advance, on the first (1st) day of the month. Owner agrees to pay promptly when due all sums due under or by reason of this Agreement, whether such sums are incurred by Owner, the Vessel or Owner's employees, guests, invitees, agents or authorized representatives.

9.1. Rent must physically be received at OpCo's address on or before the date due. Rent payments must be made by a single check, a single money order, by cash, or by credit card, subject to the requirements of Section 9.2 below. Rent payments made after the tenth (10th) day of the month are considered late payments ("Late Payments"). All Late Payments must be made by cashiers check or money order, except as provided in Section 9.2 below. If and to the extent allowed by applicable law (a) interest at the rate of 1.5% per month will be charged for any past due amount; (b) a \$50.00 late fee shall be added to Late Payments received after the tenth (10th) day of the month; and (c) any balance over thirty (30) days late shall, in addition, be subject to a 10% fee for each month late based on the outstanding account balance, if and to the extent allowed by applicable law. If the interest and other charges set forth in the preceding sentence are in excess of the interest and other charges allowed by applicable law, then such interest and other charges shall be automatically reduced to the maximum amount allowed by applicable law. If a check is dishonored (including without limitation checks returned as "insufficient funds" or "uncollected funds") by Owner's financial institution, Owner must pay Licensor a service charge equal to the lesser of (i) \$75.00, or (ii) the maximum service charge allowed by applicable law, plus any other charges and penalties assessed against Licensor or authorized by state law. If two of Owner's checks are dishonored, Owner must pay future Rent payments by cashier's check or money order for the duration of the Agreement, except as provided in Section 9.2 below. Licensor is not required to re-deposit a dishonored check. If the initial term of this Agreement commences on a day other than the first of the month, a prorated Rent and the next full month's Rent must be paid to Licensor before Owner may bring the Vessel onto Marina Premises. ~~Owner must pay Licensor any sales and other taxes, which are due on Owner's Rent, utility payments and all other applicable fees or charges.~~

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9.2. Owner may pay Rent and other charges by credit card at the commencement of this Agreement, or at any time throughout the term of this Agreement, if being agreed that Owner shall complete and sign a separate credit card authorization stating that Licensor may automatically charge Owner's credit card for the full amount of Rent, any Late Payments, interest, and penalties as allowed under the Terms and Conditions of this Agreement. If Owner desires to make Automated Clearing House ("ACH") payments under this Agreement, Owner shall complete an ACH authorization form prepared by Licensor.

~~10. Regardless of whether a lien arises against the Vessel as a matter of law for the services provided, Owner hereby grants to Licensor a lien and security interests on the Vessel, its equipment, and any personal effects for any fees or obligations payable under this Agreement which are not paid to Licensor when due, and Licensor may pursue all legal and equitable remedies to perfect said lien and foreclose any other liens on the Vessel. The right of enforcement of the lien herein granted to Licensor (or available under applicable law) shall be cumulative to any and all other rights and remedies of Licensor under applicable law or under this Agreement, or in connection herewith, including but not limited to enforcement of liens for deckage, salvage, supplies and/or other goods or services provided to the Vessel by Licensor under the laws of the State of California. Owner remains personally liable to the extent enforcement of Licensor's lien rights do not satisfy all debts owed by Owner and the Vessel under this Agreement. IF AUTHORIZED UNDER THE LAWS OF THE STATE OF CALIFORNIA, NONPAYMENT OF RENT, UTILITIES CHARGES, OR OTHER CHARGES OWED SHALL AUTHORIZE LICENSOR TO SELL THE VESSEL AND RELATED PERSONAL PROPERTY AT A NON-JUDICIAL SALE IN ACCORDANCE WITH APPLICABLE LAW, FOR WHICH OWNER AGREES TO BE NOTIFIED AT OWNER'S ADDRESS PRINTED AT THE TOP OF THE FIRST PAGE OF THIS AGREEMENT AND THAT SAID NOTIFICATION BY U.S. MAIL POSTAGE PREPAID SHALL SUFFICE AS NOTIFICATION FOR THIS PURPOSE. If Owner fails to pay any amounts due under this Agreement, Licensor shall use commercially reasonable efforts to collect such sums from Owner. If, despite Licensor's efforts, Owner fails to pay all amounts due within forty-five (45) days of the payment due date, Licensor will notify DPRA of Owner's failure to pay. If Owner has not paid within fifteen (15) days after delivery of such notice to the DPRA, Licensor may conduct a lien sale pursuant to the provisions of the Boaters Lien Law as provided in California Harbors and Navigation Code § 500 et. seq. or any other applicable law. Owner shall pay Licensor's costs and fees in connection with such sale, including reasonable attorneys' fees and costs. If Licensor is authorized under applicable law to sell the Vessel and related property at a non-judicial sale, Owner agrees to receive notice of such sale at Owner's address listed on page 1 of this Agreement and that delivery of such notice by Certified or Registered U.S Mail shall be acceptable.~~

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~~11. As a material inducement to Licensor to enter into this Agreement, 11. Owner agrees to maintain in force a comprehensive general liability insurance policy for the Vessel during the term of this Agreement, covering hull and machinery, removal of wreck, and liability to others with a minimum coverage amount of Three Hundred Thousand Dollars (\$300,000.00) and issued by an insurance company authorized to do business in the State of California with a rating of "A" or better as rated in the most recent edition of Best's Insurance Reports. Owner shall also maintain insurance, in a reasonable amount and in form acceptable to the Licensor, for, among other things, oil spill and pollution coverage and shall be held fully responsible for any and all spills. Owner shall provide a Certificate of Insurance to Licensor naming ~~Licensor as~~ ~~Don Pedro SMI LP and Don Pedro SMI OPCO LP~~ as an additional insureds, at the commencement of this Agreement and hereby authorizes Licensor to contact Owner's insurance company as Licensor deems appropriate to ensure coverage remains in place and current and that all notices are provided to Licensor. Owner shall further provide an updated Certificate of Insurance (or copy of new policy) any time Owner's insurance coverage is renewed or changes while this Agreement is in effect. Failure to comply with the provisions of this Section 11 will constitute a material breach of this Agreement and, at Licensor's option, will entitle Licensor to terminate this Agreement and pursue any other available remedies. In the event of such termination, any payment already made to Licensor shall be forfeited and shall not be refunded. Owner may be charged a Termination Fee in accordance with Section 15.3 herein.~~

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12. Owner shall ensure that the Vessel does not discharge pollutants into the waters in and around the Marina Premises and does not cause any environmental damage whatsoever. If Licensor observes a cause of pollutant discharge or environmental damage from any Vessel, then Licensor may, at its sole discretion, undertake efforts to stop the source of the problem by boarding the Vessel and taking actions to move or secure the Vessel to stop or control the problem. Licensor has the right, but not the obligation, to move or secure the Vessel to stop or control discharge of pollutants or environmental damage. Licensor shall be entitled to reimbursement for its expenses for any services or materials provided by or on behalf of the Licensor in undertaking such efforts. Whether to exercise the authority afforded by this Section is solely within Licensor's discretion, and Licensor does not guarantee Owner that Licensor will move, secure or take any action.

13. Owner acknowledges and understands that Licensor may, from time to time, take photographs, videos, and other images of the marina and related facilities, which may include Owner, the Vessel, and Owner's guests, family, employees, agents, and representatives. Unless Owner elects otherwise by initialing below, then, on behalf of Owner and Owner's guests, family, employees, agents and representatives, Owner consents to Licensor's and its successors and/or assigns use and reproduction of any images taken while on or about Licensor's Premises, without further consideration, compensation or notice, and hereby authorizes and permits Licensor to use the same for advertising, promotional and other purposes as Licensor deems appropriate in its sole and absolute discretion. Owner agrees and understands Licensor will own all such images, and all rights related to them, all of which shall constitute Licensor's sole, complete and exclusive property. Licensor shall continue to have the right to use such images as and how it deems appropriate, even after this Agreement expires or is otherwise terminated.

By initialing below, Owner indicates that it does not consent to the use and reproduction by Licensor of any images taken of Owner or Owner's guests, family, employees, agents and representatives.

Owner Initials: _____

14. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The parties consent to exclusive jurisdiction in the federal courts sitting in the county where the Marina Premises is located, unless no federal jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the State court seated in the County where the Marina Premises is located. Each party waives all defenses of lack of personal jurisdiction and forum non conveniens in such forums. Process may be served on either party in the manner authorized by applicable law or court rule. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable

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costs for investigating such actions, taking depositions and discovery, and all other necessary costs incurred in the litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such actions is prosecuted to a final judgment.

15. Term and Termination.

~~15.1 This agreement will commence as of the date the last signator signs the Agreement and endure for the time specified as the Term in the table on page 1 of this Agreement.~~

~~15.1 Upon expiration or earlier termination of this Agreement, Owner shall surrender the buoys/buoys/slips, and, as applicable, boat lift to Licensor in good order and repair the same condition as received, ordinary wear and tear excepted. In the event Owner remains in occupancy of a slip beyond the expiration or earlier termination or cancellation of this Agreement, Owner shall be liable to Licensor as damages, in addition to all other charges due under this Agreement, a daily charge equal to two (2) times the Slip/Buoy Rate payable to Company pursuant to the then current rate schedule.~~

15.2 Owner can elect to terminate this Agreement at any time with thirty (30) days written notice ~~by delivering (the "Owner Termination Notice") to Licensor delivered~~ by U.S. certified or registered mail, ~~return receipt requested, a written notice of termination ("Termination Notice") to Licensor.~~ The Agreement will terminate on the last day of the next calendar month following the month Licensor receives the Termination Notice. For example, if Owner delivers ~~the Owner's~~ Termination Notice on November 15th, the Agreement will terminate on December 31st.

15.3 Licensor reserves the right to ~~immediately suspend this Agreement at any time if~~ Owner commits a material breach hereunder or if Owner violates any Rule or Regulation, or jeopardizes, in Licensor's sole discretion, the health, safety or welfare of Licensor or any other customer, guest or ~~other vessel, in the Marina.~~ During ~~such suspension, Owner may not occupy or otherwise use the Vessel. Licensor will immediately notify DPRA of the suspension and Licensor and DPRA will work to coordinate any response or action necessary to resolve the suspension. If Licensor and DPRA determine that it is necessary to terminate this Agreement, Licensor must deliver, via U.S. certified or registered mail, return receipt requested, to Owner at the address printed on the top of the first page of this Agreement, a written notice of termination ("Licensor's Termination Notice") of this Agreement. If Licensor receives DPRA's consent to terminate this Agreement pursuant to this Section, Owner shall remain responsible for all sums due to Licensor under this Agreement, with Rent prorated based on the termination date or the date the Vessel is removed from the Marina Premises, whichever is later. Licensor may, but shall not be required to, cause the Vessel(s) to be moved and to be moored or stored in the name of the Owner at a secure location at the sole discretion of Licensor, and Owner shall pay (or reimburse to Licensor, as applicable) all fees, costs and charges in connection therewith. Licensor may, in its sole discretion, charge Owner a "Termination Fee" equal to any costs or expenses incurred by Licensor as a result of the early termination of this Agreement, but in no event shall the Termination Fee exceed the sum of three (3) months' Rent under this Agreement, ~~it being acknowledged by Owner that the Termination Fee represents a reasonable estimate of the damages Licensor will incur should this Agreement be terminated in accordance with this Section 15.3 as a result of a material breach by Owner.~~~~

~~16. AUTOMATIC RENEWAL: THIS AGREEMENT CONTAINS A PROVISION FOR AUTOMATIC RENEWAL: 16.~~ To the extent allowed by applicable law, upon expiration of the initial term of this Agreement, this Agreement shall automatically renew and continue on for successive, additional periods of the same length as the initial term (each, a "Renewal Term"), unless Owner notifies Licensor, in writing, at least thirty (30) days prior to the expiration of the then-current term of this Agreement that Owner does not want to renew this Agreement. By way of example, if the initial term of this Agreement is one year, then this Agreement will automatically renew for Renewal Terms of one year, unless notice of non-renewal or termination is timely given pursuant to this section. During each Renewal Term, Owner shall pay the then-current posted monthly rent rate, as approved by DPRA.

17. If more than one party signs this Agreement as Owner, all of such parties shall be jointly and severally liable for the performance of all obligations of Owner hereunder and shall be bound by all of the terms and conditions hereof.

18. In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.

~~19. Owner accepts Provided the buoy/buoy and/or slip (and, if applicable, the boat lift), and related marina facilities that are the subject to this Agreement for the term are in its "AS-IS, WHERE-IS, WITH ALL FAULTS" good working condition as provided in Section 1, herein. Owner accepts same as of the execution date with no obligation of Licensor to construct or install or pay for any improvements in or to the slip, except as otherwise required by DPRA Regulations, the Concession Lease Agreement or applicable law. Further, Owner acknowledges that neither Company nor OpCo will have any obligation or liability if Owner is precluded from use or enjoyment of the slip/buoy, boat lift and related marina facilities that are the subject of this Agreement, the Vessel, or the Marina Premises for reasons beyond the control of Licensor, including specifically, without limitation, by reason of weather conditions, utility interruptions, fire, flood, strikes, war, epidemics, and governmental actions provided in this Agreement or by DPRA Regulations, the Concession Lease Agreement or applicable law. Owner acknowledges and agrees that neither Licensor nor Licensor's employees, agents or representatives have made any representations, warranties or promises with respect to the buoy/buoy, slip, boat lift or related marina facilities that are the subject of this Agreement, the Marina Premises, or any related matter, except as expressly set forth in this Agreement (including the exhibits attached hereto). In entering into this Agreement, Owner has not relied upon any representation, warranty or promise made by Licensor or Licensor's employees, agents or representatives but has relied upon Owner's own judgment. This Agreement constitutes the entire agreement between Licensor and Owner with respect to the subject matter hereof. This Agreement cannot be amended or modified except by written agreement, signed by Licensor before or during the term of this Agreement, which writing specifically states that it is an amendment or modification hereto. In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.~~

20. This Agreement creates a license and is not a lease or other agreement relating to real property. Owner may not transfer, sell, assign, or sublicense Owner's interest in this Agreement; Licensor may transfer, sell, or assign its interest in this Agreement in its sole discretion. In consideration of the execution of this Agreement by Licensor, Owner accepts this Agreement subject to any deeds or conveyances and any deeds of trust, master leases, security interests or mortgages and all renewals, modifications, extensions, consolidations and replacements of the foregoing which might now or hereafter constitute a lien upon the Marina Premises, or improvements therein or thereon, and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Marina Premises. Although no instruments or acts on the part of Owner shall be necessary to effectuate such subordination, Owner shall nevertheless, for purposes of confirmation at any time hereafter, on demand in the form(s) prescribed by the Owner accepts this Agreement subject to the Concession Lease Agreement and any deeds of trust, security interests or mortgages and all renewals thereof. Owner shall, upon request from Licensor, execute any instruments, estoppel certificates, release or other documents that may be requested or required by any purchaser or any holder of any security for the purpose of subjecting and subordinating this Agreement to such deed or conveyance or to the lien of any such deed of trust, master lease, security interest, mortgage, or superior interest. Owner hereby appoints Licensor as its attorney-in-fact to execute and deliver any such instrument or document for Owner should Owner fail or refuse to do so within five (5) days after Owner's written request. Owner expressly agrees Owner has no right to revoke its appointment of Licensor as attorney-in-fact as specified in this Section. If the Marina Premises or the associated marina (or any part thereof) is subject to a ground lease, submerged lands lease or similar document (the "Concession Lease Agreement"), this Agreement shall be subject and subordinate to the Concession Lease Agreement. It shall be the sole responsibility of Owner to conduct its activities in a manner that complies with the terms of the Concession Lease Agreement, and Owner shall not cause any default to occur under the Concession Lease Agreement. In the event that the lessor under the Ground Lease alleges or determines that execution of this Agreement, or any right granted to Owner under this Agreement, or any act or omission of Owner, is in conflict with the provisions of the Concession Lease Agreement, then Licensor shall have the right to terminate this Agreement immediately upon written notice to Owner. Licensor shall not be required to perform any obligations of the ground lessor under the Ground Lease, and the Licensor shall not be in default hereunder and shall have no liability to Owner in connection with any default by the ground lessor under the Concession Lease Agreement.

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21. Time is of the essence with each and every provision of this Agreement.

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~~22. STATE SPECIFIC PROVISIONS. If there is an Exhibit C attached to this Agreement, the provisions of Exhibit C shall govern and control over any conflicting provision of this Agreement. Section 2 and other sections of this Agreement include indemnification, release, exculpation and waiver provisions. Owner represents that Owner has carefully reviewed this Agreement (especially Section 2), and that Owner fully understands the indemnity, release, exculpation and waiver provisions contained herein.~~

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~~23. SPECIFIC NOTICE REGARDING RELEASE AND INDEMNITY. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS AGREEMENT, INCLUDING SECTION 2 HEREOF, INCLUDES INDEMNIFICATION, RELEASE, EXCULPATION AND/OR WAIVER PROVISIONS. OWNER ACKNOWLEDGES THAT OWNER HAS CAREFULLY REVIEWED THE PROVISIONS OF SECTION 2 AND THE OTHER PROVISIONS OF THIS AGREEMENT AND THAT OWNER HAS ACTUAL NOTICE OF SUCH INDEMNITY, RELEASE, EXCULPATION AND/OR WAIVER PROVISIONS.~~

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[Signatures on Following Page]

DO NOT SIGN UNTIL YOU HAVE READ THIS ENTIRE AGREEMENT (INCLUDING EXHIBITS) AND UNDERSTAND ALL TERMS AND CONDITIONS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT, OWNER EXPRESSLY AGREES TO ABIDE BY ALL OF ITS TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF RENT. BY SIGNING BELOW, OWNER AUTHORIZES LICENSOR TO DEBIT THE LISTED ACCOUNT AND/OR CHARGE THE LISTED CREDIT CARD AND/OR THE POST-DATED CHECK FOR THE BALANCE DUE. By signing this Agreement, Owner agrees to all of the terms and conditions contained herein.

Agreed to and effective this [redacted] day of [redacted], [redacted].

OWNER:

OWNER:

[redacted]
a [redacted]

[redacted]
a [redacted]

By: [redacted]
Name: [redacted]
Title: [redacted]

By: [redacted]
Name: [redacted]
Title: [redacted]

COMPANY:

DON PEDRO SMI, LP,
a Delaware limited partnership

By: SMI CA PropCo Holding, LLC,
a Delaware limited liability company,
its general partner

By: [redacted]
Name: [redacted]
Title: its authorized agent

OPCO:

DON PEDRO SMI OPCO, LP,
a Delaware limited partnership

By: SMI CA OpCo Holding, LLC,
a Delaware limited liability company,
its general partner

By: [redacted]
Name: [redacted]
Title: its authorized agent

EXHIBIT A
RULES AND REGULATIONS

1. Emergency pumping of boats will be done at Licensor's discretion and Owner will be billed accordingly.
2. No open flames, hull painting or paint removal will be permitted within the Marina Premises. No fireworks are permitted at any time.
3. To reduce the risk of electrical shock hazards, ~~Licensor recommends against swimming and/or any and all in-water sports activities are prohibited in the area occupied by the marina and the area~~ within 150 feet of the ~~marina~~ Marina Premises.
- 3-4. Owner shall not refill ~~his/her/its~~ Owner's fuel tanks while Vessel is in any slip. Refueling shall only occur at the fuel dock.
~~Owner Initials: _____~~
- 4-5. Owners and their guests agree to conduct themselves in a manner that will not interfere with other owners or the normal business operation of the marina. Consideration must be given to others as to language, actions, noise, especially between the hours of 10:00 PM and 7:00 AM and Owners and their Authorized User(s), guests and/or family members must follow all rules and regulations as established by the marina which may from time to time be amended in the sole discretion of the Licensor.
- 5-6. Live-aboards are not permitted, it being agreed that no person shall use the Vessel as a place of residence.
- 6-7. Owner shall use the Slip/Buoy only to moor the Vessel and for no other purpose. Owner is obligated to supply his/her/its own mooring lines and fenders of proper size and condition to safely secure the Vessel. If such lines or fenders do not meet Licensor's specifications or fail for any reason, Licensor reserves the right, but not the obligation, to replace inadequate lines or fenders at Owner's sole expense and/or take any other action reasonably deemed necessary in the sole discretion of the Licensor and at the Owner's sole expense. Any and all damages associated with Licensor's attempt to replace inadequate lines or fenders shall be the sole responsibility of the Owner. Tires may not be used as fenders.
- 7-8. Hoses, shorelines and gear must be stored in dock boxes that are approved by Licensor.
- 8-9. Floats and docks must be clear at all times; dinghies and tenders must be moored within the space allocated to the Vessel. Owner agrees to store dinghies and all other personal property aboard his Vessel and not on walkways, fingers or in harbor. Owners shall not store any supplies, equipment, bicycles, dinghies or personal effects and/or the like on walkways or docks, or construct any structure, install lockers, stairs, mount any equipment, TV antennas and/or install carpet on any dock or finger pier without prior written permission from the General Manager of the marina. Unauthorized items may be removed and disposed of at Owner's sole expense and in the sole discretion of the Licensor without notice to the Owner. Owner shall indemnify and hold Company and OpCo harmless for any and all damages.
- 9-10. Owner will place all trash in the receptacles provided for that purpose and will keep walkways clear from obstruction caused by Owner's property. Refuse and garbage must be placed in plastic bags with ties and deposited in proper receptacles specified by Licensor.
- 10-11. _____ Owner agrees not to idle the Vessel in gear while tied at the dock.
- 11-12. _____ A fresh water spigot may be provided at Slip. If provided, Owner must supply his/her/its own hose and automatic shut off nozzle. Licensor may shut off the water supply at any time in its sole discretion. Licensor may specifically shut off water supply to prevent damage or for any other emergency situation, and for so long as any such situation continues to exist in the Licensor's sole discretion, without notice to Owner and without penalty. Owner shall indemnify and hold Licensor harmless for any and all damages.
- 12-13. _____ Pets must be kept on a leash while walking on Marina Premises, curbed and away from walkways while aboard vessels. Owner is responsible for cleaning up droppings.
- 13-14. _____ Fishing is restricted to the Owner's Vessel and slip. Cleaning of fish on walks or docks is not permitted. Fish will be cleaned only at the fish cleaning facility (if provided).
- 14-15. _____ The use of portable heaters is not permitted aboard any Vessel. Only those fixed heaters originally installed on vessels, as furnished from the original Vessel's manufacturer, are permitted.
- 15-16. _____ Dockhouse gates and associated marina facilities may be locked to limit the use of facilities to Licensor's customers and their guests only. Dockhouse keys will be limited to two keys per agreement. Extra dockhouse keys may be obtained from Licensor for a reasonable charge. There will be a reasonable charge for replacement of any lost keys.
- 16-17. _____ Owner and Owner's agents, guests and invitees shall follow the rules of safe boating within the Marina Premises and shall operate boats so as not to create any disturbing wake. Owner agrees to abide by all state and federal requirements related to maintaining clean waters and safe boating.
- 17-18. _____ Owner warrants that the Vessel is used for pleasure only and not in commercial undertakings or use, or for rental.
- 18-19. _____ IT IS ILLEGAL TO DISCHARGE THE CONTENTS OF THE HEADS aboard your Vessel while in the lake. Owner shall keep restroom facilities clean and report any malfunctions to the General Manager of the marina.
- 19-20. _____ The Owner is responsible for preparing the Vessel for launch and storage. Licensor shall not be responsible for removal or reinsertion of drain plug(s), if any, removal and replacement of awnings, bimini tops, side curtains, covers, or canvas, if any lowering or raising of antennas, if any, or any other matters required for a particular vessel. Licensor is not responsible for taking any action to prepare the Vessel in any way. Owner shall hold Licensor harmless and indemnify it for any and all damages.
- 20-21. _____ Licensor may refuse to launch and/or haul Owner's Vessel where (1) launch and/or haul involves unreasonable risk, in the General Manager's ~~sole~~ reasonable discretion, or (2) launch and/or retrieval conflicts with any federal, state, or county law, regulation, or order, or (3) the Owner's account is delinquent, or this Agreement is terminated for any reason. ~~Owner shall hold Licensor harmless and indemnify it for any and all damages.~~

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EXHIBIT B
AUTHORIZED USERS FORM

The person(s) listed below have been granted permission by Owner to access Owner's Vessel and to correspond with Licensor on Owner's behalf (each, an "Authorized User"). -To delete or add a person on the Authorized Users Form, Owner must deliver to Licensor a written notice specifying the person who is to be removed or added to the Authorized Users Form. All If authorized by Owner to operate Owner's Vessel, all such Authorized Users must be at least the minimum age to operate a vessel as required by the State of California and (i) carry a current boating safety identification card, if required by the State of California, and/or (ii) have completed the requisite boating safety course, if required by the State of California. In addition, all Authorized Users must, and (iii) be familiar enough with the Vessel to ensure its safe operation of the Vessel, and know all rules and practices applicable to the safe operation of the Vessel. Owner hereby agrees and acknowledges that it is the Owner's responsibility, and not the Licensor's, to require that each Authorized User is informed of and abides by the provisions of this Agreement and the Rules and Regulations. Owner is solely responsible for Authorized Users' actions and behavior.

Authorized User #1:

Name: _____
Address: _____
Cell Phone Number: _____
Driver's License Number (if authorized by Owner to operate Owner's Vessel): _____ State: _____
Boating Safety Identification Card No. (if authorized by Owner to operate Owner's Vessel): _____

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Authorized User #2:

Name: _____
Address: _____
Cell Phone Number: _____
DOB: _____
Driver's License Number (if authorized by Owner to operate Owner's Vessel): _____ State: _____
Boating Safety Identification Card No. (if authorized by Owner to operate Owner's Vessel): _____

By initialing below, Owner elects not to add any Authorized User:

Owner Initials:

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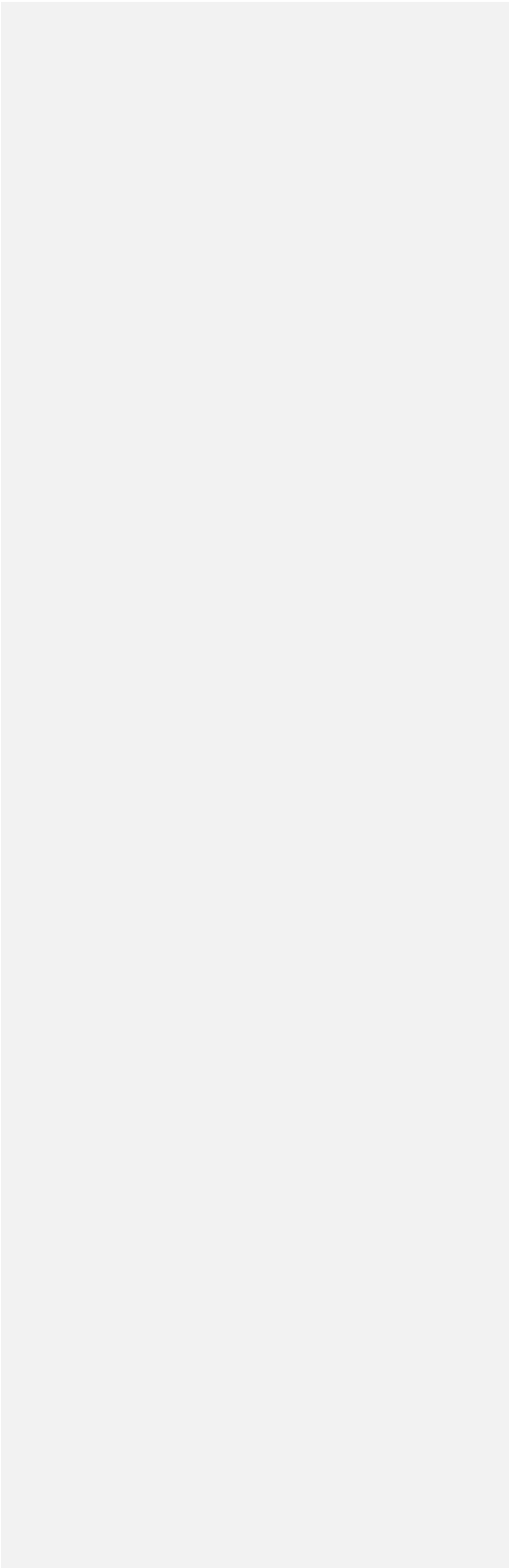


EXHIBIT C

STATE-SPECIFIC PROVISIONS (CALIFORNIA)

The provisions of this Exhibit shall govern and control over any conflicting provision of this Agreement. Licensor and SWIMMING AT THE MARINA PREMISES

Owner hereby agree as follows:

~~TO SECURE THE PAYMENT OF RENTALS AND/OR MATERIALS PROVIDED FOR IN THIS AGREEMENT, OWNER GRANTS TO LICENSOR A LIEN IN OWNER'S BOAT AND PERSONAL PROPERTY RELATING TO LIFESAVING, SAFETY, MOORING, AND OPERATING PURPOSES, SUBJECT TO THE "BOATERS LIEN LAW", AS SET FORTH IN CALIFORNIA HARBORS AND NAVIGATION CODE § 500 ET. SEQ. AND ALL OTHER APPLICABLE LAWS. Upon a default expressly acknowledges that swimming and other recreational activities in payment of any sums due under this Agreement, any Licensor may conduct a lien sale pursuant to and around the provisions of the Boaters Lien Law. Marina Premises are hazardous. Owner shall pay Licensor's costs assumes all risk and fees liability for any injury or harm suffered by Owner or Owner's guests, family, employees or representatives in connection with such sale activities, including attorneys' fees. This contract is to be performed in the risk of death or serious injury from electric shock caused by electric current from nearby boats or the Marina facilities.~~

Owner Initials: _____ county in which the Company's Premises is located, and all parties agree that venue for any suit filed for the enforcement of the terms of this Agreement shall be solely in the county in which the Company's Premises is located.

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