



Twin Lakes Management Co.

Lake McClure – Lake McSwain

Marina Resorts & Recreation

8044 Lake McClure Road, Snelling, CA 95369

(855) 222-5253 (lake)

FAX (209) 378-2519

No.

LAKE McCLURE MOORING

BARRETT COVE MARINA

SLIP / MOORING LICENSE AGREEMENT

This SLIP / MOORING LICENSE AGREEMENT (hereinafter "Agreement") is made as of this date: _____, 20____ (the Commencement Date) by and between the marina slip & mooring operator Twin Lakes Management Company ("TLMC"), Inc. (hereinafter "Marina") and the Vessel Owner(s) identified below (hereinafter "Vessel Owner").

If more than one Vessel Owner is identified below, each shall be jointly and severally liable for performance of the obligations hereunder and all are collectively referred to as "Vessel Owner" herein.

Pursuant to the terms of this Agreement, Marina hereby grants Vessel Owner a limited license and permission to moor the vessel described below (hereinafter "Vessel") at the slip or mooring identified below (hereinafter "Slip") within the prescribed premises of Lake McClure. Vessel Owner hereby agrees to accept the Slip for a month-to-month pre-paid term. The Vessel Owner may prepay for any period of time at the TLMC's current adopted rate on a monthly, quarterly, or annual basis, subject to all of the terms and provisions set forth below in this Agreement.

Vessel Owner understands and agrees that a current and valid Merced Irrigation District ("MID") Lake Boat Permit must be maintained for the entire period of this Agreement, and that all such fees and terms of that Permit are in addition to those associated with this Agreement.

Vessel:

MID Permit #: _____

Boat CF #: _____

Hull #: _____

Boat Name: _____

Boat Brand: _____

Year Made: _____

Length: _____ Width: _____
(Including all protrusions, swim platforms, bow pulpits, etc)

Engine Brand: _____

Drive Type: _____ HP: _____

Registered Vessel Owner(s):

Name

Name

Name

Billing / Mailing Address

City / State / Zip

Telephone

Other Phone

Email

LEGAL Owner (Bank, Lienholder, or other appearing on Title)

Other Users – Guests - Crew: *(see Section 6i)*

Vessel Insurance: *(see Section 6k)*

Policy Number *(Please provide a Certificate of Insurance for file)*

Carrier / Agent

Address / City / State / Zip

Telephone

Slip / Mooring: (to be filled out by TLMC)

Marina / Mooring Location: _____ Slip/Buoy #: _____

Slip Type: _____ Slip Length: _____ Slip Width: _____

Term: Month-to-Month, Commencing on the _____ day of _____, 20____

Monthly Rate: _____ Quarterly Rate: _____ Annual Rate: _____

All Rates are based on the current TLMC Marina Rate Schedule and are subject to change with 30 days Notice

Payment Plan Selected: _____ Period Ending / Renewal Date: _____

Gate Code Issued: _____ Key Deposit Amount: _____

Slip Deposit: _____ 1st Period Amount Due: _____ Total Paid Herewith: _____

Invoices will be mailed on approximately the 20th of the month preceding the renewal date for subsequent fees & rents due

Only registered Vessel Owners and / or Agents are authorized to request and distribute keys and grant access to the Marina and the Vessel.

TERMS & CONDITIONS

1. Information Changes:

Vessel Owner agrees to give Marina written notice of any change in the information provided in the above Sections, including but not limited to Vessel Owner's contact information and address, Vessel registration, insurance carrier, agent information and policy number, within five (5) days after the occurrence of any such changes. Notice of any changes shall be sent in writing to Marina as outlined below.

Vessel Owner agrees to provide evidence of current licensing, registration and insurance coverage for the Vessel in the form of a Certificate of Insurance and appropriate Endorsement provided by the insurance carrier, and shall provide copies of such Certificates and Endorsements for the Marina files upon request and when said coverage or the Vessel registration are changed or renewed. Notice of any changes or updates are to be sent in writing to Marina as outlined below.

2. Marina: Twin Lakes Management Company, Inc.

Notice Address for Marina:

Twin Lakes Management Company, Inc.
8044 Lake McClure Road
Snelling, CA 95369

3. Term:

The term of this Agreement shall commence on the Commencement Date and continue on a pre-paid calendar month-to-month basis. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice.

4. Slip Fees:

Vessel Owner agrees to pay Marina the Slip / Mooring Fee set forth in the current annual marina Rate Schedule. The Slip / Mooring Fee for the first full period of the Term shall be paid to Marina by Vessel Owner concurrently with the execution of this Agreement. Vessel owner will thereafter be sent a periodic statement setting forth the moorage and other fees and charges due. All Slip Fees are payable in advance and all fees and charges are due by the 10th of the month and delinquent on the 20th of the month.

Non-receipt of billing statement does not relieve the Vessel Owner of the obligation to pay all charges. The Slip Fee and other charges shall be paid at Marina's office or by mailing such payments to the address set forth on the monthly statement, or at such other place as may from time to time be designated by Marina in writing. Marina may increase the amount of Slip / Mooring Fee charged and payable monthly hereunder upon thirty (30) days written notice.

5. Deposits:

Vessel Owner may also be required to deliver to Marina, upon execution hereof, a key deposit in the initial amount set forth above, which shall be held by Marina as security for the key/access card to the Marina provided to Vessel Owner. The key deposit shall be refundable to Vessel Owner when and only when such access device is returned to Marina upon expiration or termination of this Agreement. The key deposit shall be permanently retained by Marina in the event the access device is lost or damaged by Vessel Owner, in which event Vessel Owner shall be required to deliver to Marina an additional key deposit in the amount then-currently charged by Marina for a replacement device.

6. Use Conditions:

Vessel Owner understands and acknowledges that recreational activities authorized by this Agreement have been granted voluntarily by the Merced Irrigation District and that Vessel Owner, and those acting on his or her behalf, will perform or abide by each and every Term and Condition of use contained in this Agreement, and current Marina Rules and Regulations. At all times, Vessel Owner shall comply with all laws, rules and regulations of federal, state, and local entities, including municipal codes, environmental laws and regulations and all regulations of the U.S. Coast Guard, including, but not limited to the current Lake McClure Houseboat Policies. Should any fine be assessed against Vessel Owner and/or Marina due to any failure by Vessel Owner or its licensees, guests, employees or contractors to comply with the provisions of this Paragraph, Vessel Owner shall be solely responsible therefore and shall pay same within five (5) days following demand.

Vessel Owner shall not cause or allow the Slip / Mooring to be used for any purpose other than the mooring or berthing of the specific vessel described ("the Vessel"), and for other uses consistent with this Slip License Agreement. Marina may add to or change the Marina Rules and Regulations by posting new ones or by otherwise notifying Vessel Owner of the change.

a. Live Aboard:

While at the Slip / Mooring, no person shall live aboard or establish residency upon the Vessel. A person shall be deemed to be living aboard the Vessel if such person occupies the Vessel for other than vacation activities. This policy shall not apply to vacation activities on the vessel. Providing false information with regard to live-aboard status or living aboard without permission may result in immediate termination of this Agreement and all privileges at the Marina.

b. Discharge of Waste and Hazardous Materials:

No substance or material of any kind, including without limitation waste matter from sinks, toilets, marine heads, or holding tanks, shall be discharged or discarded in the waters of the Marina or Lake. If the Vessel is equipped with a toilet, a marine head, or any other permanent or temporary receptacle for human body wastes, then the Vessel must be equipped with a holding tank designed to retain all contents deposited in the receptacle until such time as such contents may be discharged into a sanitary sewer system or discharged otherwise in accordance with law. All sewage systems on vessels must meet U.S. Coast Guard guidelines and must be locked "shut" while the vessel is berthed in the Marina. Vessel Owner agrees to permit Marina to deposit dye tablets into and to inspect such holding tanks from time to time upon demand. Vessel owner shall not release or permit to be released into the water or upon the docks or land, by action or inaction, any hazardous waste or environmentally objectionable substances including oil, paint or gasoline. Vessel Owner shall *immediately* report any release to all appropriate government agencies and to the Marina Manager and shall *immediately* implement necessary clean up and disposal of any hazardous materials. Vessel owner shall be responsible for the prompt payment of all costs associated with clean up and disposal including costs of absorbent pads and booms, oversight by government agencies and Marina personnel, fines, penalties and legal fees. If Marina is not satisfied, at Marina's sole discretion, with Vessel Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate at the Vessel Owner's sole expense.

c. Signs:

Unless prior WRITTEN approval is given by Marina, no signs for the purpose of commercial advertising or display shall be placed on the Vessel or the dock. Reasonably sized, non-electronic displays advertising the business of a Vessel Owner may be placed upon his/her own vessel, so long as the display does not unreasonably interfere with the use and enjoyment of the Marina facilities or Lake McClure by other vessel owners or customers of the Marina. The Marina shall have sole discretion regarding 'reasonableness' of the display or its interference with the ability of others to use and enjoy the Marina facilities or lake.

d. Overhangs and Vessel Size Restrictions:

No part of the Vessel shall at any time extend over any portion of any dock in the Marina. No vessel or part of a vessel may extend more than two (2) feet beyond the end of the slip. Additionally, the beam (width) of a vessel may not exceed, in any area of the vessel, more than 90% of the width of the slip and must allow for installation of adequate bumpers and appropriate other dock / vessel protection. Vessel Owner agrees to defend, indemnify and hold Marina harmless for any injury or damage caused by any failure to comply with these conditions.

e. Securing Vessel:

At all times during which the Vessel is berthed at the Slip / Mooring, Vessel Owner shall cause it to be safely and properly secured in a manner acceptable to Marina. In case of an emergency, Marina is authorized to do whatever it deems appropriate, including boarding the Vessel, moving the Vessel, utilizing auxiliary pumps or taking any other action. If Marina deems it necessary to re-secure the Vessel for any reason or perform other work, Vessel Owner agrees to pay Marina a reasonable service charge for doing so plus the cost of all materials used therefor. However, Marina assumes no responsibility for the safety of the Vessel and shall not be liable for fire, theft or any damage to the Vessel, its equipment, or any other property in or on the Vessel by reason of Marina's exercise or failure to exercise its right to secure and protect the Vessel.

f. Condition of Slip:

Vessel Owner hereby acknowledges that the Vessel Owner has inspected the Slip or Mooring and those portions of the Marina associated with same, including without limitation, the gates, floats, walks, gangways, ramps, utilities, anchors, and buoys, and knows the condition of the same, and hereby accepts the same in their existing condition 'AS IS' and agrees that no statement, representation or warranty as to their condition has been made by the Marina. Marina does not warrant that the utility services will be compatible with the utility service requirements of the Vessel, including electrical interconnection and polarity or the effect of electrolytic action on the Vessel. The permission to use the Slip / Mooring is at the Vessel Owner's sole risk, and the Marina has no responsibility for care, protection, or maintenance of the Vessel or any other property of the Vessel Owner or others aboard.

g. Vessel Owner's Care of Slip and Premises:

Vessel Owner shall not store or install any lockers or boxes, small boats, dinghies, skiffs, bait tanks, boat gear, racks or other personal property whatsoever at the Slip (other than aboard the Vessel or within approved dock boxes), or on the docks or gangways adjacent to the Slip. Vessel Owner shall keep the Slip, docks and gangways in a neat, clean and orderly condition, free and clear of all such items other than approved power lines and water hoses in use connected to proper receptacles at the Slip. No wheels, fenders, rubbing strips or other cushioning devices (i.e., hoses, etc.) may be attached to a dock for the purpose of protecting hulls, without the prior written approval of Marina. No alterations may be made to the moorings, docks, or utilities by the Vessel Owner. No flammable, combustible or otherwise hazardous materials shall be stored or left on the docks, including in approved dock boxes and lockers in the Marina. Vessel Owner agrees to promptly make a written report to Marina of any conditions, existing on or about the Marina which Vessel Owner believes to be a hazardous condition or which might develop into a hazardous condition.

h. Commercial Enterprise:

Vessel Owner will not conduct or allow the Vessel to be used for any commercial enterprise including, but not limited to, the chartering or renting of the vessel during the existence of this Agreement, unless previously authorized by the Marina in writing.

i. Guests, Contractors, and Employees:

Vessel Owner shall be responsible for the conduct and control of all guests, agents, contractors, employees and others on the Marina premises at the request or with the permission of the Vessel Owner. Vessel Owner agrees and assures that all guests, contractors, employees and other invitees will comply with the terms and conditions of this Agreement.

Vessel Owner further agrees to defend, indemnify and hold the Marina, Twin Lakes Management Company, Inc., and the Merced Irrigation District harmless from any loss, cost, expense, liability, damage or injury, without limitation and including all reasonable attorneys fees incurred in defending any action, arising out of the actions, either passive or active, of the Vessel Owner and Vessel Owner's guests, agents, contractors, employees and other invitees while in the Marina.

Marina reserves the right to regulate the entry into the Marina by vessel brokers, contractors and vessel service personnel. Vessel Owner shall be responsible to ensure that all contractors and other service providers employed by the Vessel Owner comply with all Marina Rules and Regulations. Vessel Owner understands and agrees that all employees and other hired help of the Vessel Owners must be properly covered and insured under an appropriate Workers Comp policy issued to and paid for by the Vessel Owner prior to accessing the Vessel and performing any labor or work within the premises of Lake McClure and the Marina.

Vessel Owner also understands and agrees that all contractors, vendors, and other service providers must be properly register with the Marina, and have complied with all of the requirements of the TLMC Contractor Work Permit program prior to accessing the Vessel and performing any labor or work within the premises of Lake McClure and the Marina. Marina may take reasonable steps to ascertain whether persons within the Marina premises and aboard the Vessel are properly authorized by the Marina, and authorized by the Vessel Owner to be aboard.

j. Change of Slip:

The Marina reserves the right to move or to require a Vessel Owner to move the Vessel from the Slip/Mooring to another Slip/Mooring, either temporarily or permanently, at any time for any reason whatsoever, including without limitation for construction, emergency, safety or other operational reasons. Vessel Owner hereby grants to the Marina permission to board the Vessel for said purpose. A reasonable effort will be made to notify the Vessel Owner of the movement of his/her houseboat.

k. Vessel Insurance:

Vessel Owner agrees to obtain and maintain during the term of this Agreement a policy of complete Marine Insurance including Protection and Indemnity Liability with limits not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, such insurance to include coverage for Sudden and Accidental Pollution and Raising of a (sunken) Vessel.

Vessel Owner shall also maintain a Hull and General Vessel Protection policy covering either: 1) the replacement value or actual cash value of the vessel, or 2) no less than \$50,000. Any such agreement shall be attached to this Agreement, and shall become incorporated as part hereof.

The said insurance shall be in a form and substance satisfactory to the Marina and shall be placed with responsible underwriters, which have a Best financial rating of at least 8 and a Best policyholder rating of A or better.

The Vessel Owner shall provide the Marina with Certificates of Insurance evidencing the specified insurance coverage prior to the commencement of this Agreement, which evidence shall be a continuing precondition to Vessel Owner's use of the Slip. Vessel Owner shall deliver new Certificates evidencing the required coverage prior to the expiration or termination of any policy. The said insurance shall name the "Twin Lakes Management Company, Inc. and The Merced Irrigation District" as "Additional Insured" with appropriate Endorsement for all coverages, and shall provide that it fully insures the interests of the Marina regardless of any breach or violation by the Vessel Owner or any person of any warranties, declarations or conditions contained in such policy. The insurance policy shall provide that the Marina shall have no obligation to pay calls, assessments, premiums or other charges in connection with any insurance.

The Vessel Owner shall immediately notify the Marina of any material change to the Vessel Owners' insurance coverage policy, including but not limited to any notice of potential termination, cancellation or non-renewal of said policy.

Vessel Owner shall also be responsible to ensure that all contractors and others employed by the Vessel Owner comply with all Marina Rules and Regulations, properly register with the Marina prior to accessing the premises and beginning any work, and provide proof of statutory Workers Compensation insurance coverage and general liability insurance coverage with a limit not less than \$1,000,000, per occurrence and \$2,000,000 aggregate naming the "Twin Lakes Management Company, Inc. and Merced Irrigation District" as "additional insured" with appropriate Endorsements.

l. Assignment and Subletting:

The Marina, through this Agreement, grants to Vessel Owner a limited personal right, without any possessory interest, to moor the Vessel. Vessel Owner shall have no right or power to transfer or assign this Agreement or to assign or sublet the Slip or any part thereof to any person or party whatsoever or for use by any other vessel whatsoever.

No transfer or assignment of this Agreement, whether voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy, or otherwise, shall be valid or effective. Any attempted transfer or assignment of this Agreement shall, at the election of the Marina, automatically terminate this Agreement. Vessel Owner agrees to notify Marina in writing of its intention to have the Slip vacant for a stated period, or if the Slip is otherwise vacant for a period of seven days, the Marina may, at its option, allow use of the Slip by another vessel on a temporary basis without liability or payment to Vessel Owner.

7. Indemnity, Damage and Destruction:

Vessel Owner hereby agrees to defend (with counsel acceptable to Marina), indemnify and hold harmless the Marina, Twin Lakes Management Company, Inc., and the Merced Irrigation District from, and to pay on demand all costs for repair or restoration resulting from any damage or destruction to the Slip or the Marina or any part thereof or any vessels in the Marina resulting from any operation or movement of the Vessel or any other act or omission of Vessel Owner or any person on the Vessel or the Slip/ Mooring claiming to be present through or under the permission or authority of Vessel Owner, including, without limitation, damage or destruction resulting from improperly connecting electrical service from the common outlet to the Vessel, failure to turn off electrical, water, or other utility appliances or lights when not in use, and littering and pollution of the Slip or adjoining water and common areas.

a. Effect of Damage or Destruction:

In the event of damage to or destruction of the Marina or the Slip by fire, wind, storm movement of water, accumulation of silt, earthquake, wave or any other cause or causes, whether immediate or over a period of time, Marina shall have the option to:

1. Treat this Agreement as continuing and repair or restore the Marina or Slip; or
2. Terminate this Agreement and all further obligations hereunder of either party by written notice to Vessel Owner.

After the occurrence of such damage or destruction, the Vessel Owner's obligation to pay Slip Fees hereunder may be abated in an amount that Marina in its sole discretion, shall determine to be proportionate to the area of the Slip rendered unfit for use by Vessel Owner during the period from occurrence of damage or destruction through completion of repair or restoration.

8. Indemnity Limitation on Marina's Liability:

Unless caused by the willful misconduct of Marina, and notwithstanding the negligence of Marina, either active or passive, Vessel Owner agrees that neither Marina, the Twin Lakes Management Company, Inc., nor the Merced Irrigation District shall be liable for any injury, including but not limited to death, to Vessel Owner or Vessel Owner's guests, agents, contractors, employees, and other invitees or for any loss of or damage to the Vessel or any property or article belonging to Vessel Owner or his / her guests, agents, contractors, employees, and other invitees. In addition, Vessel Owner hereby agrees to defend (with counsel acceptable to Marina), indemnify and hold harmless Marina, Twin Lakes Management Company, Inc. and Merced Irrigation District from all claims, demands, penalties, losses, expenses, damages and liabilities asserted by anyone for any injury, loss or damage to persons or property resulting from or attributable to the use of the Slip or Marina and appurtenances by Vessel Owner or the licensees, guests or contractors of Vessel Owner, except to the extent resulting from the sole negligence or willful misconduct of Marina. For purposes of this Paragraph, references to the Marina shall include the officers, employees, shareholders, directors, agents and representatives of Twin Lakes Management Company, Inc., and Merced Irrigation District.

a. Other Limitations:

Vessel Owner also agrees that Marina shall not be liable for, and this Agreement shall not be terminated by, any interruption or interference with services or accommodations due Vessel Owner caused by strike, riot, orders or acts of public authorities, acts of other vessel owners, accident, the making of necessary repairs to the Marina, or any other cause beyond Marina's control.

9. Waste, Quiet Enjoyment:

Vessel Owner shall not commit or permit any waste upon the Slip/Mooring or any nuisance or other act or thing which may disturb the quiet enjoyment of any other vessel owner or person in or about the adjoining slips. Vessel Owner shall not use in any wasteful or unreasonable or hazardous manner any of the utilities furnished by Company.

10. Default/Termination:

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Vessel Owner:

- a. The vacating or abandonment of the Slip by the Vessel or Vessel Owner.
- b. Failure of Vessel Owner to make any payment of Slip Fees or any other payment required to be made by Vessel Owner hereunder as and when due where such failure shall continue for a period of three (3) days after written notice thereof from Marina to Vessel Owner.
- c. The failure by Vessel Owner to observe or perform any of the covenants, conditions or provisions of this Agreement, including the Marina Rules and Regulations, to be observed or performed by Vessel Owner other than described in Subparagraph B above where such failure shall continue for a period of seven (7) days after written notice thereof from Marina to Vessel Owner.

11. Remedies for Default:

a. Possessory Lien:

By execution of this Agreement, Vessel Owner acknowledges that pursuant to applicable law, including but not limited to California Harbors and Navigation Code Sections 491, 501, the Federal Maritime Lien Act (46 U.S.C. Sections 971 - 975), local rules of the United States District Court for the Central District of California concerning rem actions, and by the terms of this Agreement, Marina shall have a lien on the Vessel and its equipment for money or damages, which may become due under this Agreement and that Owner is aware that Marina and its agents may enforce this lien through in rem proceedings.

A fee of \$1,000 will be assessed for initial processing of all such actions, including applicable attorney and other fees incurred by the Marina. Pursuant to said statutory lien, Marina has the right to take possession and control of the Vessel and remove and store the Vessel for the purpose of perfecting and executing upon Marina's statutory lien rights in the Vessel. So long as the Marina continues to hold the Vessel, Vessel Owner shall be deemed to be holding over and shall be responsible for all continuing charges and expenses.

b. Other Remedies:

In the event of default as described above by Vessel Owner, Marina may, at its option, regard this Agreement as continuing in force and recover from Vessel Owner damages caused by the Vessel Owner's default, including, without limitations, the right to recover the Slip Fees under this Agreement as the same shall accrue, and/or terminate Vessel Owner's right to use the Slip via a Notice of Unlawful Detainer and subsequent action. The remedies herein above provided are not exclusive and Marina may pursue any one or more of such remedies or any other remedies provided by law.

c. No Waiver:

Failure by Marina to exercise any of its rights under this Agreement or Marina's acceptance of money after any default shall not be considered or construed to waive any right of Marina or to affect any notice or legal proceedings theretofore given or commenced. Nothing herein shall constitute a waiver of the rights of the Marina to a maritime lien under state law or under the Federal Maritime Lien Act.

d. Attorney's Fees:

In the event either Marina or Vessel Owner shall bring any action in connection with the enforcement of any term of this Agreement, the party prevailing therein shall be entitled to recover as part of such action reasonable attorney's fees, expert witness fees and court costs.

e. Late Payments:

Any Slip Fee or other sum, including charges for pump-outs, garbage pick-ups. Boat repair and any other Marina services, due under this or any other Agreement that is not paid to Marina within thirty (30) days of the date when due shall bear interest at the rate of 1% per month, (12% per annum) from the date due until fully paid. In addition, Vessel Owner acknowledges that such late payment will cause Marina to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult and impracticable to ascertain. Accordingly, if any sum due from Vessel Owner shall not be received by Marina within ten (10) days after the date due, then Vessel Owner shall pay to Marina, in addition to the interest provided above, a late charge in the amount of twenty-five dollars (\$25.00) for each delinquent payment. If an account is processed for collection or lien due to late payments an additional charge of \$1,000 will be assessed to all such accounts.

f. Insufficient Fund Checks:

A twenty-five dollar (\$25.00) insufficient fund check fee will be assessed against Vessel Owner for each returned check. NSF check fee is applied each time the check is returned to Marina due to insufficient funds.

12. Additional Termination Provisions:

This Agreement shall, at the sole option of Marina, automatically and immediately terminate at such time as Vessel Owner sells, leases, charters or otherwise transfers any or all of its interest in the Vessel to any other party, whether or not such transfer is voluntary or involuntary, by operation of law, under legal process or proceedings, by receivership, in bankruptcy or otherwise.

If Vessel Owner fails to perform any of the terms, conditions and promises as set forth in this Agreement, and the current Marina Rules and Regulations, Marina may, at its option, without waiving any other remedies it may have, immediately terminate this Agreement upon written notice to Vessel Owner.

Upon termination of this Agreement, Vessel Owner shall remove the Vessel from the Slip, shall remove all other items of its personal property, if any, from the Marina, and shall surrender to the Marina the Slip and all keys to the Marina.

In the event of Vessel Owner's default or termination of this Agreement without removal of the Vessel, Marina may suspend the right of the Vessel Owner to obtain access to the Marina, to use the Slip and the Vessel without the necessity of the initiation of any legal proceedings.

13. Arbitration:

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Merced, California before three arbitrators. Each party shall appoint one individual to act as arbitrator, who then will jointly agree upon and appoint the third arbitrator. Unless the parties mutually agree to the contrary, the arbitration shall be administered pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, nor shall this clause prohibit the parties from coming to a mutual agreement to mediate any dispute prior to arbitration.

14. Notices:

All notices, demands and requests which may be or are required to be given pursuant to the provisions of this Agreement may be delivered in person or by reputable courier or overnight delivery service, or by posting and mailing pursuant to Section 1162 of the California Code of Civil Procedure, or by United States mail, certified or registered, postage prepaid. Any mailed notice shall be addressed as follows:

- a) If to Marina, at its address designated in this Agreement or to such other person or to such other address as Marina may hereafter designate by written notice.
- b) If to Vessel Owner, at the billing / mailing address designated in this Agreement or to such other address as Vessel Owner may hereafter designate by written notice.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, MARINA DOES NOT HEREBY ASSUME CUSTODY OR POSSESSION OF THE VESSEL OR ANY RESPONSIBILITY WHATSOEVER FOR THE CARE OR PROTECTION OF SAME AND VESSEL OWNER ASSUMES ALL RISKS ASSOCIATED WITH THE USE AND OCCUPANCY OF THE SLIP.

VESSEL OWNER AGREES AND UNDERSTANDS THAT THE MARINA SHALL NOT BE CONSIDERED AN INSURER OF THE VESSEL OR ANY PROPERTY OF THE OWNER AND OTHERS CONTAINED ON THE VESSEL OR AT THE MARINA. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT MARINA IS NOT A BAILEE OF THE VESSEL, AND DOES NOT HAVE CARE, CUSTODY OR CONTROL OF THE VESSEL.

VESSEL OWNER REPRESENTS AND WARRANTS THAT ALL STATEMENTS HEREIN ARE FULL, TRUE AND CORRECT. VESSEL OWNER ACKNOWLEDGES THAT THE MARINA HAS FULLY RELIED UPON THESE STATEMENTS IN EXECUTING THIS AGREEMENT.

THIS AGREEMENT SHALL SUPERSEDE AND REPLACE ANY PRIOR AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SLIP DESCRIBED HEREIN.

RELEASE OF LIABILITY – IN CONSIDERATION FOR THE AGREEMENTS AND CONSENTS HEREIN AND IN ADDITION TO ALL OTHER PROVISIONS CONTAINED HEREIN, THE VESSEL OWNER HEREBY RELEASES AND INDEMNIFIES THE MARINA, TWIN LAKES MANAGEMENT COMPANY, AND THE MERCED IRRIGATION DISTRICT FROM ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, INJURY, ILLNESS, DAMAGE OR ECONOMIC LOSS.

LIMITATION OF LIABILITY – IN THE EVENT THAT ANY CLAUSE OR CLAUSES IN THIS AGREEMENT IS DEEMED INAPPLICABLE OR UNENFORCABLE FOR ANY REASON, THE LIABILITY OF THE MARINA, THE TWIN LAKES MANAGEMENT COMPANY, AND THE MERCED IRRIGATION DISTRICT IS LIMITED TO \$2,000 OR THREE MONTHS LICENSE FEES, WHICHEVER IS LESS.

BY SIGNING BELOW VESSEL OWNER ACKNOWLEDGES AND CONSENTS TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THE CURRENT MARINA RULES AND REGULATIONS, MARIPOSA COUNTY ORDINANCE, AND THE CURRENT LAKE McCLURE HOUSEBOAT POLICIES AS THEY MAY BE AMENDED FROM TIME TO TIME.

BY SIGNING BELOW, VESSEL OWNER EXPRESSLY ACKNOWLEDGES AND CONSENTS TO THE INDEMNITY AND HOLD HARMLESS PROVISIONS CONTAINED HEREIN.

BY SIGNING BELOW, VESSEL OWNER UNDERSTANDS THAT THIS DOCUMENT IS WRITTEN TO BE AS BROAD AND INCLUSIVE AS LEGALLY PERMITTED BY THE STATE OF CALIFORNIA, AND FURTHER AGREES THAT IF ANY PORTION IS HELD INVALID OR UNENFORCEABLE, THE REMAINING TERMS AND CONDITIONS SHALL REMAIN IN FULL EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day and year first above written.

VESSEL OWNER or Authorized Agent

Date: _____

For TWIN LAKES MANAGEMENT COMPANY, INC.

Date: _____