



TO: Policy / Operations Committee
- *Reed Geisreiter*
- *Toby Goddard*

FROM: Holland MacLaurie, Port Director

DATE: July 28, 2026

SUBJECT: Review of Port District Slip License Agreement

BACKGROUND

The Port District's Slip License Agreement serves as the standard agreement governing the use and occupancy of all slips within the harbor. While the agreement has been periodically amended to reflect current operational practices (e.g., updates to late fee and vessel insurance requirements), the underlying legal language has not undergone a comprehensive review in many years.

To ensure the agreement remains current, reflects applicable legal standards, and continues to adequately protect the interests of the Port District, staff requested that legal counsel perform a comprehensive review of the existing Slip License Agreement. Counsel has provided a redlined version identifying proposed revisions, which is included for committee review as Attachment A.

The proposed revisions are intended to improve consistency with current legal practices and strengthen provisions to ensure the Port District is adequately protected. This review provides an opportunity for committee members to evaluate the proposed revisions, offer suggested edits, identify any additional changes for consideration, and provide direction to staff before a final version of the Slip License Agreement is presented to the full Port Commission for consideration.

ATTACHMENTS: A. Slip License Agreement – Redline Version

Santa Cruz Port District
135 Fifth Avenue, Santa Cruz, California 95062
(831) 475-6161 Office (831) 475-9558 FAX

SLIP LICENSE AGREEMENT

Date _____

Name (as appears on Waiting List) _____

Residence Address _____

City _____ Zip _____ Phone _____

Business Address _____

City _____ Zip _____ Phone _____

Name of Legal Owner _____

(such as corporation, lienholder, or other name appearing on evidence of title)

Address: _____ Phone _____

Permission is requested to berth the vessel described below in the Santa Cruz Small Craft Harbor subject to the terms of the Agreement set forth below.

Name of Vessel _____

Registration or Documentation No. _____ Home Port _____

Length _____ *(Including bowsprit, pulpit, boarding step, outboard motor, etc.)*

Beam _____ Draft _____ Height _____ Type of Rig _____

By signing the following agreement, Owner represents and warrants to the Santa Cruz Port District that the foregoing information is complete and accurate, that no other party has any legal right, title or interest in or to the Vessel, and that Owner shall give the Santa Cruz Port District written notice of any changes in the above information immediately upon the occurrence of any such change.

AGREEMENT

This Slip License Agreement (this "Agreement") is made by and between the Santa Cruz Port District, a governmental agency (hereinafter referred to as "Port District") and _____ (hereinafter individually or collectively, as the case may be, referred to as "Owner"). As used throughout this ~~Slip License~~ Agreement, the term "Owner" means the individual or individuals, as the case may be, signing said Agreement as the Owner. The Owner shall be the Licensee.

RECITALS:

- A. Port District operates and maintains a berthing facility for use by members of the public commonly known as the Santa Cruz Small Craft Harbor (the "Harbor"), located in Santa Cruz, California.
- B. Owner desires to berth Owner's vessel described above (hereinafter referred to as the "Vessel") at Slip No. _____, Rack No. _____ (hereinafter referred to as the "Slip") at said berthing facility.
- C. Owner acknowledges that Port District cannot control the weather or other natural conditions existing at the Harbor and that the Harbor is subject to heavy breaking surf.
- D. Owner acknowledges that Port District cannot and does not guarantee an open and safe Harbor and that Port District's decision ~~decisions~~ regarding when and where to dredge is ~~a discretionary decision~~ made in the Port District's sole and absolute discretion.
- ~~E. It is not the intention of the parties, in entering into this Slip License Agreement, for Port District to contractually exempt itself or its officers, commissioners, agents or employees, from any responsibility for Port District's willful injury to person or property of another, or violation of law.~~

~~FE~~. Port District and its officers, commissioners, agents and employees are entitled to all the benefits conferred under the ~~Port~~ Government Claims Act, California Government Code ~~section~~ §§ 810 et seq. A copy of this Act may be obtained at the Port District harbor office.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant of License. Port District hereby grants to Owner, and to Owner only, an exclusive license to berth the Vessel at the Slip on a month-to-month basis beginning on the _____ day of _____, 20____, and continuing thereafter until terminated pursuant to the provisions of this Agreement. Said slip license shall constitute a "permit" within the meaning of the provisions of the Santa Cruz Port District Ordinances (the "Port District Ordinances"). During the term of this Agreement, Owner shall also have the non-exclusive right to use, in conjunction with other authorized members of the public, adjacent floats, docks, gangways, lighting, fresh water, power outlets, vehicle parking spaces, and restrooms owned by Port District, subject to such reasonable charges for using any one or more of the same as Port District may ~~choose to~~ assess from time to time. Port District shall maintain in good order and repair such adjacent floats, docks, gangways, lighting, fresh water, power outlets, vehicle parking spaces, and restrooms.
2. Slip Fees.
 - a) Terms of Payment. Owner shall pay to Port District each month, in lawful money of the United States, slip license fees for the berthing rights granted hereunder at the monthly rate posted in the Port District Harbor Office (the "Harbor Office"), as said rate may be modified by Port District from time to time. Said slip fees shall be due and payable in advance on the first day of each month during the term of this Agreement, without ~~offset deduction or set off~~, at Port District's office at 135 Fifth Avenue, Santa Cruz, California 95062, or at such other place as may from time to time be designated by Port District in writing.
 - b) Late Payment. Owner acknowledges that late payment by Owner to Port District of slip fees will cause Port District to incur costs not contemplated by this Agreement, the exact amount of which is extremely difficult and impracticable to fix. Such costs include, without limitation, processing, accounting, and collection costs. Therefore, if any balance due is not received by Port District within twenty (20) days after the date due, Owner shall pay to Port District a late fee. If any balance is not received by Port District within thirty (30) days after the date due, Owner shall also pay to Port District interest on all unpaid amounts at the published interest rate. The late fee and interest ~~amounts~~ rate charged shall be as established and changed from time to time by the Port District and as published on the Port District's fee schedule (available at <https://www.santacruzharbor.org/moorage-rates-fees>). Such amount may be increased by Port District from time to time, but no more than once each year, ~~to reflect increases in such costs~~. Any such increase in late charges shall be effective upon the posting of written notice of such increase in the Harbor Office. Acceptance by Port District of such late charge shall not prevent Port District from exercising any of the other rights and remedies available to Port District in connection with any repeated failure to pay on time, including termination of vessel berthing rights.
3. Security Deposit. Owner, upon execution of this Agreement and before using the Slip, shall deposit with Port District the sum of _____ Dollars (\$ _____) (the "Security Deposit") as a deposit for the faithful performance of Owner's obligations hereunder. Port District, at its sole option, and without limiting or waiving in any way any other rights or remedies it may have under this Agreement or at law, may claim and apply from time to time such amounts of said ~~deposit~~ Security Deposit as are reasonably necessary in Port District's judgment to remedy Owner's defaults in the payment of fees and other charges hereunder, to repair damages to the Harbor (over and above normal wear and tear) caused by Owner or Owner's family ~~and guests, affiliates, employees, contractors, agents or invitees~~, and to pay any reasonable costs, expenses and attorneys' fees incurred by Port District in connection with any breach of this Agreement by Owner. In the event said ~~security deposit~~ Security Deposit or any portion thereof shall be applied as provided herein, Owner shall within ten (10) days after written request from Port District restore the ~~deposit~~ Security Deposit to its original amount. Upon termination of this Agreement, any remaining portion of said ~~deposit~~ Security Deposit shall be returned to Owner as soon as Port District has regained possession of the Slip and is able to determine the amount of the ~~deposit~~ Security Deposit it may claim hereunder. Port District shall have the right to commingle the ~~security deposit~~ Security Deposit with other funds of Port District and shall not be obligated to pay Owner interest on the ~~security deposit~~ Security Deposit. OWNER ~~MAY SHALL~~ NOT, WITHOUT PORT DISTRICT'S WRITTEN CONSENT, USE/ APPLY ANY PORTION OF THE SECURITY DEPOSIT AS PAYMENT OF OWNER'S LAST MONTH'S OR OTHER SLIP FEES OR ANY OTHER CHARGES.
4. Conditions of Use. Owner shall perform and comply with each and every term and condition of this Agreement to be performed or complied with by Owner, including, without limitation, the conditions of use contained in this Paragraph 4.
 - a) Use. Owner shall not cause or permit the Slip to be used for any purpose other than the berthing of the Vessel and other uses reasonably incidental thereto and not prohibited ~~herein by this Agreement~~. Owner shall not live aboard the Vessel without the prior written consent of Port District, which may be withheld in Port District's sole and absolute discretion. Owner shall not conduct any commercial boardings, charter operations, or other commercial activities from or upon the Slip.
 - b) Securing Vessel. At all times while the Vessel is berthed at the Slip, Owner shall cause it to be safely and properly secured in a manner acceptable to Port District. If Port District deems it necessary from time to time to resecure the Vessel for any reason, then ~~on the third and all subsequent occasions necessitating resecuring of the Vessel~~, Owner shall pay Port District a reasonable service charge for doing so plus the cost of all materials used therefor. ~~However, Port District does not assume and shall have no~~ have responsibility or liability whatsoever for the safety of the Vessel, and shall not be liable for fire, theft, or any damage to the Vessel, its equipment, or any property in or on the Vessel, by reason of Port District's decision either to resecure the Vessel

or not to resecure the Vessel, except ~~only any to the extent~~ such damage ~~as~~ is caused by Port District's willful ~~injury~~ ~~misconduct~~ or sole gross ~~and active~~ negligence ~~in resecuring the Vessel~~.

- c) Condition of Slip. Owner hereby acknowledges that Owner has inspected the Slip and those portions of the Harbor associated with the Slip, including, without limitation, the floats, walks, gangways, and ramps adjacent to the Slip, knows the condition of same, hereby accepts the Slip in such condition, and acknowledges that Port District has made no statement or representation as to the condition of any of the same ~~has been made by Port District~~.
- d) Guests. All guests, agents, invitees and hired personnel of Owner shall conform their activities to the requirements of this Agreement. Port District shall have the right, but not the obligation, to ascertain that third parties aboard the Vessel are authorized by Owner to be aboard.
- e) Change of Slip. Port District reserves the right to reassign Owner to a different slip within the Harbor at any time to facilitate management of the Harbor, and Port District shall not be liable to Owner by reason of requiring such reassignment. From and after the date of any such reassignment, the new slip shall be deemed to be the Slip, as such term is herein defined, for all purposes under this Agreement.
- f) Assignment and Sublicense. ~~Provided Port District first consents thereto, Owner has the right to sublicense the Slip for a period not to exceed six (6) months, subject to such reasonable charge therefor as Port District may from time to time choose to assess. Owner shall not sublicense, assign or transfer this Agreement and/or any of Owner's rights to use the Slip without the prior written consent of Port District, which consent may be withheld in Port District's sole and absolute discretion. Following a sublicense, assignment or transfer approved in writing by Port District, the original~~ Owner shall remain financially liable for all of Owner's obligations hereunder ~~during said period. Except as set forth above, Owner shall not assign this Agreement or any other rights hereunder, voluntarily or involuntarily, or sublicense the Slip or any part thereof, to any other party or for use by any other Vessel.~~ Any assignment or sublicense in violation of this paragraph shall be void and shall automatically terminate this Agreement.
- g) Regulations and Laws. Owner at all times shall comply with all applicable laws, ordinances, statutes, rules, regulations and rulings of federal, state and local governments and the boards, agencies and departments thereof relating to Owner's use of the Slip and Owner's activities within the Harbor, including but not limited to the Port District Ordinances and rules and regulations, as the same may from time to time be modified. Owner hereby acknowledges receipt of a copy of the current Port District Ordinances. Port District reserves the right to add to or otherwise modify said Ordinances and rules and regulations from time to time.
- h) Regular Use. Owner shall make continuous use of the Vessel on a regular basis. For purposes of this paragraph, "continuous use on a regular basis" is defined to mean taking the Vessel out of the Slip and Harbor at least one time for any length of time on at least ten separate days during any ~~twelve month~~ twelve-month period. Owner shall maintain such usage at all times during the term of this Agreement for each and every ~~twelve month~~ twelve-month period which may be selected by Port District upon examination of Owner's pattern of usage. Notwithstanding the foregoing, extended cruises or other lengthy absences from the Harbor will be considered on a ~~case-by-case~~ case-by-case basis by Port District as evidence of Owner's continued use of the Vessel on a regular basis.
- i) Vessel Insurance. All vessels must be insured in accordance with current Port District policies ~~to retain slip license, (available at <https://www.santacruzharbor.org/vessel-insurance-policy>).~~ Upon execution of this Agreement, and prior to Owner's use of the Slip, Owner shall provide Port District with a certificate of insurance evidencing the required coverage. Owner shall also provide Port District with evidence of the renewal of the required insurance policies no later than thirty (30) days prior to their expiration.
- j) Seaworthiness of Vessel. At all times during the term of this Agreement, the Vessel's hull, keel, decking, cabin, machinery, equipment, mast, rigging, and other appurtenances, shall all be structurally sound and in good condition, the Vessel shall be capable of remaining afloat without the assistance of dewatering devices, and the Vessel shall be capable of maneuvering over the surface of navigable waters safely and under its own power or sail ("Seaworthy"). Prior to the arrival of the Vessel at the Slip, Port District requires proof that the Vessel is Seaworthy, including but not limited to a copy of the Vessel's most recent survey. If at any time, Port District, in its sole and absolute discretion, determines that the Vessel is not Seaworthy, Port District may immediately terminate this Agreement and require Owner's removal of the Vessel from the Harbor.
- k) Hazardous Materials Prohibited. Owner shall not cause or permit any Hazardous Material (as defined below) to be brought, kept, stored, used, generated, released, or disposed in, on, under, or about the Harbor by Owner, its agents, employees, contractors, guests or invitees. Owner shall be liable for any release or disposal of any such materials and supplies at or on the Harbor and all costs and expenses required to remediate such release. For purposes of this Agreement, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of California, or the United States government, including without limitation any substance, material, or waste that is (i) defined as a "hazardous waste" or similar term under the applicable federal, state or local laws, ordinances, rules or regulations of the jurisdiction where the Premises is located; (ii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (iii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource, Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (iv) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability

Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (v) hydrocarbons, petroleum, gasoline, oil or any products, byproducts or fractions thereof; (vi) untreated sewage; or (vii) asbestos in any form or condition.

- I) No Waste or Nuisance. Owner shall not commit or suffer to be committed any waste upon the Harbor or any nuisance or other act or thing which may disturb the quiet enjoyment of the other users of the Harbor.

5. Liability of Parties.

- a) Waiver of Claims. Incident to the operation of the Harbor, Port District has provided certain fencing and gates, flood lighting and a harbor patrolman for protection of persons using the Harbor and their personal property. Nonetheless, because of the many feet of unfenced and exposed shoreline of the Harbor, and because of the many users of the Harbor with varied boating experience, it is financially infeasible for Port District completely to protect boats berthed or operating in the Harbor from damage inflicted by other persons, or to protect those persons using the Harbor from physical harm caused by the ~~negligence or willful misconduct~~ actions or omissions of other persons within the Harbor. ~~In acknowledgment of~~ Owner acknowledges the foregoing, ~~Owner and~~ hereby waives any and all claims of liability against Port District, including but not limited to its Board of Commissioners, agents, officers, managers and employees (the Port District and its subordinates are all hereinafter collectively referred to as the "Indemnitees"), for any personal injury to or death of any Owner ~~and/or~~, any member of Owner's family, and ~~or any of~~ Owner's ~~guests~~ invitees, agents, or employees, ~~or and~~ for any damage to or destruction of any property, including, without limitation, the Vessel, occurring on or about the Harbor, arising from any cause whatsoever other than the sole gross ~~and active~~ negligence or willful misconduct of Port District. Such waiver shall extend to, but not be limited to, damage or loss from fire, theft, vandalism, malicious mischief, or collision, sustained by any boat, automobile or other personal property belonging to Owner permanently or temporarily maintained, stored, berthed, parked or operated in or about the Harbor, including but not limited to its floats, piers, parking lots, small boat launching ramp, and fuel float. Additionally, Port District conducts dredging operations, for the benefit of all Harbor users, with certain dredging equipment, including, but not limited to, a dredge, barges, pipelines and related dredging machinery and equipment (together the "dredging equipment"). Nevertheless, because of natural conditions existing at the Harbor, including, but not limited to, hard-breaking surf, the weather and the continual ~~build-up~~ build-up of silt (both in the Harbor entrance and inner-harbor), and because of the nature of the dredging operations, Port District cannot and does not agree to protect boats and persons using the Harbor from damage or injury to persons and/or property resulting from the dredging operations, the dredging equipment, or the resulting condition of the Harbor. ~~In acknowledgment of~~ Owner acknowledges the foregoing, ~~Owner and~~ hereby agrees that, to the ~~full~~ fullest extent permitted by law, Port District shall not be liable or responsible for, and Owners waives, any claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions or causes of action of any kind whatsoever, resulting from, or in any way related to: (1) ~~from~~ any collision with any of the dredging equipment or any other boat, (2) ~~from~~ any collision or contact with the bottom of the Harbor or any obstructions on the bottom of the Harbor, (3) ~~from~~ any collision or contact with the jetties or surrounding beaches, or (4) ~~from, or in any way relating to,~~ the dredging operations or the lack of dredging operations, including, but not limited to, the closure of the Harbor entrance for any reason or under any circumstances whatsoever, and the failure by Port District to dredge any portion of the Harbor, regardless of the length of time during which Port District may have failed to dredge. In the event the Slip is an "inside tie," then without limiting the generality of the foregoing provisions, Owner specifically acknowledges that the Slip is by its very nature shallow and that rocks are commonly found under the Slip, and agrees that Port District shall in no event be responsible for any damage sustained by the Vessel from its resting on the bottom. Owner further agrees that Port District shall not be liable for indirect, consequential, special, exemplary, or punitive damages, whether in contract or tort, in any action arising from or related to this Agreement or Owner's use of the Slip or the Harbor.
- b) Indemnification. ~~In addition to the foregoing,~~ Owner shall indemnify, defend (with counsel reasonably acceptable to the Indemnitees) and hold harmless the Indemnitees from and against any and all ~~damage~~ claims, liability, injury, death, loss, damages, loss, costs and ~~expense~~ expenses, including but not limited to attorneys' fees and costs and expenses of litigation, ~~and shall at his sole cost, upon the request of Port District, defend all suits brought against all or any of the Indemnitees, resulting from or arising out of any act or omission arising out of or related to this Agreement or the acts or omissions~~ of Owner or its agents, employees, contractors, invitees, or anyone else for whom Owner may be legally responsible, occurring on or about the Harbor, including but not limited to the breach of this Agreement or the Port District Ordinances by any of such parties. Owner's obligations under this section shall survive the termination of this Agreement.
- c) ~~Specific Disclaimers~~ Disclaimer of Liability. Owner acknowledges that boating, water activities and use of the Harbor carry inherent risks and dangers. Owner assumes all risks related to Owner's use of the Slip and the Harbor and understands and agrees that Port District assumes no responsibility for and shall not be liable for the care, protection, or security of Owner, Owner's Vessel or any of Owner's personal property. Owner assumes all responsibility for any personal injury or illness, property damage, and all related costs, medical expenses and damages of any kind, to Owner or Owner's employees, contractors, agents, guests, or invitees, arising from or related to this Agreement or Owner's use of the Slip or the Harbor. Without in any way limiting the generality of the foregoing provisions, Port District shall to the ~~full~~ fullest extent permitted by law, ~~specifically have no liability or responsibility to Owner for the conditions of the beach, the availability of ingress to or egress from the waters of the Monterey Bay,~~ or the Harbor, the conditions of the jetties and entrance channel leading to the Harbor, the dredging equipment within the Harbor, or damages caused to the Vessel by ~~such conditions. Port District shall, to the full extent permitted by law, specifically have no liability or responsibility for any claims, demands, damages, debts, liabilities, obligations, costs, expenses, liens, actions or causes of action of any kind whatsoever, resulting (1) from any collision with any of the dredging equipment, (2) from any collision with the bottom of the Harbor or with any obstructions on the bottom of the Harbor, or (3) from, or in any way relating to, the dredging operations or lack of dredging operations, including, but not limited to, the closure of the Harbor entrance for any reason or under any circumstances whatsoever. Such non-liability and non-responsibility shall include,~~

~~without limitation, any failure by Port District to dredge any portion of the Harbor, regardless of the length of time during which Port District may have failed to dredge the foregoing.~~ In addition, Port District shall not be liable for any damages arising from termination of this Agreement pursuant to Paragraph 6(d). ~~In the event the Slip is an "inside tie," then without limiting the generality of the foregoing provisions, Owner specifically acknowledges that the Slip is by its very nature shallow and that rocks are commonly found under the Slip, and agrees that Port District shall in no event be responsible for any damage sustained by the Vessel from its resting on the bottom.~~

6. Termination. This Agreement may be terminated only as provided in this Paragraph 6.

- a) Thirty Days' Notice. This Agreement may be terminated at any time by either party for any reason whatsoever upon giving the other party not less than thirty (30) days' prior written notice of termination.
- b) Transfer of Vessel. Owner shall ~~be entitled~~not be permitted to transfer all or any part of Owner's right, title or interest in the Vessel to any other party or parties. ~~However without the prior written consent of Port District. In the event Owner desires to continue using the Slip for berthing a different vessel,~~ Owner must promptly apply to Port District for a renewed slip berthing license ~~in the event Owner desires to continue using the Slip for berthing a different boat.~~ Port District shall approve or disapprove such renewal within six (6) months of the date of such transfer application. In the event Owner obtains a boat of similar size as the Vessel and desires to berth the same in the Slip, Port District shall not unreasonably withhold its consent to the renewal of Owner's license.
- c) Breach of Agreement. If Owner fails to abide by or perform any of the terms, conditions and promises as set forth in this Agreement to be abided by or performed by the Owner, or if Owner fails to inform Port District of any changes in the information set forth in the Application for Slip License, Port District, without waiving any other rights or remedies it may have under this Agreement or at law, may immediately terminate this Agreement upon giving Owner written notice of termination.
- d) Destruction of Slip. This Agreement shall automatically terminate upon destruction of the Slip by siltation, or upon destruction of the walkways or gangways adjacent thereto by reason of fire, storm or any other cause; provided that, in the event a suitable slip for the Vessel is available elsewhere in the Harbor at the time of such termination, Port District shall offer Owner an opportunity to enter into a license agreement respecting such slip.

The termination of this Agreement shall not relieve Owner of any obligation or liability ~~which arose or accrued~~arising out of this Agreement, whether arising prior to or after such termination.

7. Surrender. Upon termination of this Agreement, Owner shall promptly remove the Vessel from the Slip, ~~shall remove~~ from the Harbor all other personal property belonging to Owner or in Owner's care, custody or control, and ~~shall~~ surrender the Slip to Port District together with all keys to the Harbor in as good condition as existed as of the date of this Agreement, subject to reasonable wear and tear. If the Vessel remains in the Slip after termination of this Agreement, the Vessel shall be considered abandoned, and shall be subject to the Ordinances of the Port District and to the statutes of the California Harbors & Navigation Code pertaining to disposition of abandoned vessels. In addition, If Owner fails to surrender the Slip upon the termination of this Agreement, Owner shall indemnify and hold Port District harmless from any and all loss or liability resulting from such failure to surrender.

8. Abandonment. In the event that Owner abandons the Vessel, marine debris, or any other property at the Premises, Owner shall be liable for any and all damages and losses caused to Port District as a result of such abandonment, including but not limited to special, indirect, and consequential damages, loss of use and loss of revenue. In addition, Owner shall be liable to Port District for any and all fees and costs, including attorney's fees and expert fees, incurred by Port District to respond to the abandonment of Owner's vessel or other property.

89. Remedies for Default. If Owner fails to pay slip fees or any other charges to be paid by Owner, or in the event of any other default or breach under this Agreement by Owner, Port District may, at its option, pursue any and all rights and remedies it may have under this Agreement ~~and/or~~ at law, including without limitation, the right to take possession and control of and remove and store the Vessel for the purpose of perfecting and executing upon Port District's statutory lien rights in the Vessel. Port District's rights and remedies hereunder are cumulative. No waiver of forbearance by Port District of the default or breach of any term, covenant, or condition of this Agreement by Owner shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent default or breach by Owner of the same or of any other term, covenant, or condition hereof. Port District's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Port District's consent to, or approval of, any subsequent or similar act by Owner.

910. Relationship of Parties. Nothing in this Agreement shall be deemed to create a relationship between Port District and Owner other than that of licensor and licensee. In particular, this Agreement shall not be deemed to be a lease or rental agreement, or to create a landlord-tenant relationship between Port District and Owner.

4011. No Waiver. No delay or omission on the part of the Port District in exercising any right or remedy shall operate as a waiver or relinquishment thereof or of any other right or remedy hereunder or at law or equity, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or of any other right or remedy. The acceptance by Port District of partial slip fees or other sums owed by Owner to Port District hereunder shall not constitute a waiver of Port District's right to payment in full of such fees or other sums.

~~44~~12. Attorneys' Fees. ~~the~~ Owner shall reimburse Port District for all amounts incurred by Port District in connection with any breach or default under this Agreement by Owner or in order to enforce the terms or provisions of this Agreement, including reasonable attorney's fees and legal costs, regardless of whether any legal action is filed. Such amount shall be payable upon demand. In addition, in the event any legal action is instituted by either party hereto against the other party to enforce or interpret any provision of this Agreement or of any amendment or modification of this Agreement made subsequent hereto, the prevailing party in such action (including any appeal and judgment enforcement) shall be entitled to recover all costs of litigation, including without limitation, reasonable attorneys' fees, incurred in connection with such action, whether or not such action is prosecuted to final judgment.

~~42~~13. Notice. Except as otherwise provided herein, any notice or communication given pursuant to this Agreement shall be in writing and ~~may~~shall be delivered personally or be sent by first class mail, postage prepaid, addressed to the party to whom given at its address as shown hereinabove ~~and deposited in the United States mail in California.~~ Either party hereto may change its address to which notices and communications are to be given by giving written notice thereof to the other party in conformity with the provisions of this paragraph.

~~43~~14. General.

- a) Joint and Several Liability. If Owner consists of more than one person, then the obligations of each said person as Owner, including but not limited to the indemnification provisions of Paragraph 5 above, shall be joint and several. All rights and liabilities arising from this Agreement shall extend to and bind the heirs, executors, administrators, successors, and assigns of the parties to this Agreement; provided, however, that no rights shall inure to the benefit of any assignee of Owner unless the assignment to such assignee has been approved by Port District in writing as provided herein.
- b) Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.
- c) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and terminates and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral. Any subsequent modification of this Agreement shall be in writing and signed by both parties.
- d) California Law. This Agreement shall be governed by and construed ~~and interpreted~~ in accordance with the laws of the State of California.

~~44~~15. Best Management Practices.

~~The undersigned slip licensee,~~ "Owner," hereby agrees to comply with the best management practices relating to clean boating and to minimize the generation of hazardous wastes, discharges of pollutants, and air pollution discharge in conducting any boat maintenance and repair work on their vessel. Owner agrees to maintain a clean vessel bilge and use oil absorbing pads. Used pads must be disposed of at the oil waste stations located throughout the harbor. All pads and oil filters will be recycled.

Additionally, Owner agrees to comply with all Santa Cruz Port District Ordinances, including, but not limited to:

Ordinance Section 213 – Refuse, states, in part:

- (a): No person shall throw, discharge, deposit or leave refuse, sewage or waste matter of any description upon or into the navigable waters of the Santa Cruz Marina area, ~~nor shall any person discharge or deposit material of any kind~~ on the banks, walls, sidewalk, or beach, ~~or within the boundaries of the Santa Cruz Marina Area or in~~ any other location where ~~they~~the same may be washed into the Santa Cruz Marina ~~area~~Area, either by tides, storm, floods or otherwise.
- (c): No person shall pump or discharge into the waters of the Santa Cruz Marina oil, paint, varnish, spirits, or any inflammable liquid or deposit any rubbish, refuse matter or articles of any offensive character ~~therein or upon any pier, wharf, road, street leading to a wharf, or in any place other than the refuse cans provided for such purpose~~
- (d): No person shall discharge or deposit or pass in or into the waters of the Santa Cruz Marina area any coal, tar or refuse or residuary product of coal, petroleum, asphalt, bitumen, or other carbonaceous material or substance.
- (e): No person shall place or leave dead animals, fish, shellfish, bait or other putrefying matter on or along the seawalls, harbor structures, floats, piers, sidewalks, or beaches of the Santa Cruz Marina area, or throw or deposit such material in the waters.
- (f): It shall be unlawful to clean fish on the seawalls, harbor structures, floats, piers, sidewalks, beaches or in the waters of the Santa Cruz Marina area, except at the fish cleaning stations provided therefore.
- (g): No person shall fish in the channel between jetties or in any other areas within the Santa Cruz Marina area ~~where fishing activities would interfere with boating or safety on floats or where signs may be posted prohibiting fishing.~~

Section 214 – Wharves, Floats and Piers, states, in part:

- (a): No person shall, without a permit, build, construct, erect, extend or locate within or upon, or over the waters of the Santa Cruz Marina area any float, pier, land wharf, open pile structure or device, or structure of whatsoever kind or nature.
- (d): It shall be unlawful to ~~ride~~ or ~~part~~park motorbikes or motorcycles on any floats; ~~ride~~ skateboards on any floats, wharves or piers; ~~ride~~ bicycles on any float; ~~or~~ leave them on any floats, wharves, or piers in such a manner that the bicycle creates an obstruction to pedestrian traffic or berthing.

Section 215 – Dangerous Vessels, Sunken Vessels, or Obstruction of Channels, states, in part:

- (a): Whenever a vessel is sunk, accidentally or otherwise, it shall be the duty of the owner of such vessel to mark it immediately by a buoy or beacon by day and by a lantern or light by night and to maintain such marking until the sunken vessel or obstruction

is removed and the neglect or failure of such owner to do so shall be unlawful. The owner of such sunken vessel shall immediately commence removal of said vessel and prosecute the removal diligently to completion.

- (b) Whenever the navigation of any waters within the harbor area shall be obstructed or endangered by any sunken vessel or other obstruction, and the removal thereof is not diligently prosecuted~~...., the~~ as in Section 215(a) required, the vessel or obstruction shall be subject to removal, sale, or other disposition by the Port Director and may be treated as abandoned or unclaimed property and subject to the provisions of the California Code of Civil Procedure. The owner or owners of such vessel or property causing such obstruction or damage shall be liable to the Port District for all costs incident to said removal and disposition and shall further be liable to any person who may be damaged as a proximate cause of said sunken vessel or other obstruction. Neither the Port District, nor its employees, agents or officers, shall be liable for damages of any nature whatsoever arising out of or in any way connected with the removal, sale or disposition of such sunken vessel or other property.

Section 311 – Construction and Extensive Maintenance of Boat in Berth

No person shall engage in other than minor maintenance of boats except in the boatyard area. Activities specifically prohibited are: ~~spraya~~ a) Spray painting, ~~construction~~; b) Construction on a boat resulting in debris creating a nuisance to other persons, ~~construction~~; c) Construction activities on floats that create a nuisance or block passageways.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Slip License Agreement as of the _____ day of _____, 20____.

“PORT DISTRICT”

The Santa Cruz Port District Board of Commissioners

By _____

“OWNER”

By _____

SPECIAL 1-YEAR / BEQUEST (2-YEAR) SLIP LICENSE EFFECTIVE: _____
SPECIAL SLIP LICENSE TERMINATION DATE: _____

WAITING LIST: I wish to remain on the waiting list → YES _____ / NO _____.

I understand that the waiting list is the only means of obtaining a slip in the harbor, and that by discontinuing my waiting list status I forfeit any and all future options for a different slip size or type.

Owner Signature _____ Date _____

(BELOW LINE FOR OFFICE USE ONLY)

Slip Effective Date: _____

Amount of Slip Fee Paid: _____

Other: _____

Security Deposit: _____

Total Amount Paid: _____

Confirmation of:

Operability: _____ Liveaboard: _____

Measured Overall Vessel Length: _____

Copy of:

Reg / Doc: _____

Insurance: _____

W/L Card: _____

Driver's Lic: _____

Initial Monthly Slip Fee: _____

Account # _____ Dock # _____

Waiting List Status:

North Harbor _____

South Harbor _____

Standby _____

Issued:

Keys: _____

Slip Acceptance Packet _____

Copies: _____ CPU: _____ S/H: _____ Permit #'s: _____

Processed by: _____

Summary report: Litera Compare for Word 11.14.1.3 Document comparison done on 6/30/2026 2:51:53 PM	
Style name: LON	
Intelligent Table Comparison: Active	
Original DMS: iw://lubinolson.cloudimanage.com/active/3038975/1 - Slip License Agreement - SCPD.doc	
Modified DMS: iw://lubinolson.cloudimanage.com/active/3038975/2 - Slip License Agreement - SCPD.doc	
Changes:	
<u>Add</u>	118
Delete	102
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	220