



Santa Cruz Port District
**BOATYARD SERVICES AGREEMENT,
 RULES, & INFORMATION**

Santa Cruz Port District
 135 5th Avenue
 Santa Cruz, CA 95062
 Boatyard (831) 475-3002
 www.santacruzharbor.org

Date In: _____

Scheduled Date Out: _____

Actual Date Out: _____

It is agreed between the Santa Cruz Harbor Boatyard, operated by the Santa Cruz Port District, Santa Cruz, California, and

 Registered Owner Name ("Owner")

 Physical Address

 City State Zip

 Primary Phone (000) 000-0000

 Secondary Phone (000) 000-0000

 Email

 Name of Vessel

 Home Port

 Vessel Make

 Vessel Model

 CF No. / Documentation No.

 Length Overall Beam Draft Height

Vessel Type: Sail Power Trailer? Y / N

As follows:

1. Services to be performed. In consideration of the payments hereinafter set forth, the Santa Cruz Harbor Boatyard shall perform services which may include but not be limited to hauling and/or launching of vessel, storage, and other services as requested by Owner, and any other charges or fees incurred as a result of the vessel occupying a portion of the boatyard, for the amounts specified in the District Fee Schedule. An estimate of charges for services to be performed is attached hereto as Exhibit 'A'. The current District Fee Schedule is attached hereto as Exhibit 'B'.

2. Payments. Owner agrees to make payment to the Port District in the manner specified herein for the full amount for services rendered. In the event that Owner makes any advance payments, Port District agrees to refund any amounts in excess of the amount owed at the time of completion of the work. The Port District reserves the right to retain Owner's vessel as collateral or to require Owner to immediately vacate the boatyard in the event of non-payment of charges or violation of any terms of this Agreement.

A deposit must be paid at the time the boat arrives at the boatyard (via water or trailer). The amount to be deposited shall be the full cost of the haulout, if applicable. If no haulout is to be performed, the amount to be deposited shall be the full cost of any wet berthing and/or the full cost of any dry storage, as applicable.

The account must be paid in full each 30 days or will be subject to late fees and interest and termination of this Agreement. All accounts must be paid in full prior to launch or removal from the yard, and accounts must be kept current while the boat is in the yard or any wet slip. No work will be permitted on any boat that has a past due account.

3. Insurance, Waiver, and Indemnity. Owner, at its own expense, shall provide proof of current vessel insurance for a minimum of \$100,000 combined single limit liability. Failure to provide current vessel insurance valid for the entire term of the Agreement will result in a daily "Uninsured Vessel" fee applied to Owner's account.

a) Waiver of Claims. Incident to the operation of the Santa Cruz Harbor and the Santa Cruz Harbor Boatyard, the Port District has provided certain fencing and gates, lighting and security personnel for protection of persons using its facilities 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 infeasible for District to completely protect boats berthed in the Harbor or stored in the boatyard from damage inflicted by other persons, or to protect those persons using the Harbor from physical harm caused by the negligence or willful misconduct of other persons within the Harbor. In acknowledgement of the foregoing, Owner hereby waives any and all claims of liability against Port District, including but not limited to its Board of Commissioners, agents and employees (the Port District and its subordinates are all hereinafter collectively referred to as "Indemnitees"), for any personal injury to or death of any Owner and/or any member of Owner's family, and/or Owner's guests, agents or Independent Contractors, or for damage to or destruction of any property, including, without limitation, the Vessel, occurring in or about the boatyard, arising from any cause whatsoever other than caused by 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, or services provided by District, sustained by any boat, automobile or other personal property belonging to Owner maintained, stored, berthed, parked or operated in or about the Harbor, including but not limited to its floats, piers, parking lots, and boatyard.

b) Indemnification. In addition to the foregoing, Owner shall indemnify and hold harmless the Indemnitees from and against any and all damage, loss and expense, 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 of Owner or its agents, employees, contractors, invitees, or anyone else for whom Owner may be legally responsible, occurring on or about the Harbor and boatyard, including but not limited to the breach of this Agreement or the Port District Ordinances, County Ordinances, or State or Federal laws, by any of such parties, excepting therefrom claims determined by a court of law to be caused by the sole gross and active negligence or willful misconduct of such Indemnities.

c). Specific Disclaimers. Without in any way limiting the generality of the foregoing provisions, Port District shall to the full extent permitted by law, specifically have no liability or responsibility to Owner for 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, 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 from (1) any collision with any of the dredging equipment owned, operated and maintained by Port District in various locations as may change from time to time, or (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 dredging operations or lack of dredging operations including, but not limited to, 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. Owner specifically acknowledges that boat slips at the boatyard are shallow and that rocks are commonly found under slips adjacent to the shoreline, and agrees that Port District shall in no event be responsible for any damage sustained by the Vessel from its resting on the bottom in the slip, in the ways, or as a result of Owner's operation of Vessel in the Harbor.

4. Non-assignability. Owner shall not assign this Agreement or any portion thereof to a third party without the prior written consent of Port District, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

5. Termination of Agreement. The Port District may, at any time, terminate this Agreement, in whole or in part, due to violation of any federal, state, local or Port District regulations, including but not limited to violation of rules governing activities in the Santa Cruz Harbor Boatyard, for Owner's failure to keep its boatyard account current.

6. Environmental Compliance. Owner shall comply with all federal, state, local and Port District regulations pertaining to use, storage and disposal of paint, solvents, compounds, fuel, oils, and all other hazardous materials. Owner or his Registered Independent Contractor shall bear responsibility for proper use, storage and disposal of all materials brought into the Santa Cruz Harbor Boatyard by Owner and/or its contractors, invitees or family members.

Owner or contractor shall be responsible for reporting the type and quantity of paint applied to the vessel to Boatyard staff on the day that it is applied.

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7. Best Management Practices. Owner hereby agrees to comply with best management practices relating to clean boating and to observe all Port District regulations and boatyard rules. Owner shall not throw, discharge, deposit or leave refuse, sewage or waste matter of any description or kind, nor pump or discharge any oil, paint, varnish, spirits, or any inflammable liquids or deposit any rubbish, refuse matter or articles of any offensive character, nor discharge any coal, tar, petroleum, asphalt or other carbonaceous material or substance i upon or into the waters of the Santa Cruz Harbor.

8. Guests and Authorized Workers. All work on the vessel is to be performed by the registered owner/owners or authorized persons ONLY. Guests of Owner shall execute a release form prior to

performing any work on or around Owner's vessel while in the boatyard area. All guests, invitees and independent contractors 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 performing work on Owner's vessel are authorized by Owner to do so. Owner shall assume legal responsibility for all persons entering the yard at Owner's request or performing work on Owner's vessel, including liability for non-compliance with the terms of this Agreement.

Independent contractors are permitted only with prior approval of boatyard management. Any person receiving compensation from Owner for work on vessels within the boatyard or on the docks is considered a contractor. The Port District is not a third party in any contract and will not serve as a mediator in any dispute between Owner and independent contractor(s). Approval by boatyard management allowing work by any independent contractor shall not in any way be construed as an endorsement of the quality of work or competence of any such independent contractor and the Port District assumes no liability or responsibility for any work performed by any such independent contractor.

Owners of commercial vessels may utilize their employees to perform work on Owner's vessel provided copies of Owner's current workers compensation and liability insurance are provided to boatyard management prior to performing any work.

9. Outside Contractors/Laborers. The boatyard will not make recommendations or arrangements for outside contractors or laborers. Owner is responsible for making all arrangements. The boatyard will provide a list of contractors with current insurance certificates on file who have been approved for work in the boatyard, provided, however, such listing of "approved" contractors shall not constitute an endorsement of the quality of work or competence of any such contractor and the Port District assumes no liability or responsibility for any work performed by any such contractor.

10. Scheduling. The boatyard will make every effort to accommodate owner requests for scheduling. No guarantees are made that requested schedules for haulouts, launches and reblocking vessels will be accommodated.

11. After-Hours Work. No after-hour work will be performed by Owner or Owner's contractor(s) or guests involving any sanding, painting, varnishing, fiberglassing, grinding, or any other type of work that involve volatile organic compounds (VOC) or that may produce and dust or odor, or that creates or disturbs any dust or debris, or that exceeds City of Santa Cruz noise limits, or that may disturb any liveaboards or guests of the harbor or any of the neighboring property. After-hours shall be defined as all hours after the posted closing time and prior to the posted opening time of the boatyard as such may be revised from time to time.

12. Boat Moves. Boatyard personnel will not pick up or return vessels to slips or end ties in the Santa Cruz Harbor. Owner is responsible for arranging transportation of the vessel to and from the boatyard.

13. Lay Days. Weekends, holidays and bad weather days shall be counted as lay days. The haulout day and launch day are included in the price of the launch. No free days will be granted for delays to Owner's work resulting from any inability to obtain parts or supplies, or due to delays by Owner's independent contractor in completing work.

14. Launch. Launching must be scheduled no less than 24 hours in advance. No launches will be scheduled on Saturdays, Sundays and holidays.

15. Sanding, Sandblasting and Spraypainting. Sanding of bottom paint in the boatyard shall only be performed with full-capture vacuum sanders approved by boatyard management. Sandblasting, spray painting, grinding and other activities that impact air quality or water quality, or that may cause

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damage to other vessels in the yard may only be conducted with approval from boatyard management and in strict compliance with all District, County, State and Federal laws, rules and regulations. Owner shall be responsible for any violations of law resulting from the performance of such work.

16. Hazardous Waste. Owner is responsible for proper disposal of all hazardous wastes including, but not limited to, batteries, oil, fuel, solvents, paints, etc.

17. Boat Stands. Owner shall not reposition, move, unchain or otherwise disturb any boat stands at any time, and shall not permit any authorized worker, independent contractor or guest to reposition, move, unchain or otherwise disturb any boat stand. Boat stands shall only be repositioned by boatyard personnel.

18. Ladders. Rolling ladders are provided for safety. Boatyard personnel will position rolling ladders upon request. Boarding ladders and rolling ladders may not be used as work platforms. Owner assumes all liability for the use or misuse of any ladders by Owner or Owner's guests or contractors.

19. Masts. Mast climbing, removal or standing rigging or raising of sails while boat is in the yard are prohibited.

20. Parking. Parking is available in the spaces along the store frontage. Parking is not permitted between boats or in the pathway used by the Travelift at any time. Unattended vehicles will be cited.

21. Personal Property. Owners are responsible for securing all property kept onboard vessels or in vehicles or anywhere in the boatyard. All removable items on vessels are stored entirely at the owner's risk.

22. Cleanup. The work area must be cleaned daily. Garbage shall be placed in the bins, tools and materials securely stowed and water and other utilities turned off when leaving for the day. The areas underneath and immediately adjacent to the boat must be completely cleaned prior to launching. Rinsing of pavement areas with water shall not be permitted. A minimum of two (2) hours of labor as published on the District Fee Schedule will be charged if boatyard personnel are required to clean the area.

23. Hazardous Materials. All paint, solvents, varnishes and petroleum products shall be sealed and securely stowed at the end of the day. Hazardous materials shall not be stored in the boatyard outside of the boat. Empty containers may be disposed of in the designated disposal drums only.

24. Storage. A storage fee will be charged for any items left in the boatyard.

25. Sailboats. Owner is responsible for securing all sails prior to haulout. The Santa Cruz Port District is not responsible for any damage to sails or boats that fall over in the yard due to sails opening.

26. Structural Weakness. Santa Cruz Port District is not responsible for any damage caused by lifting the vessel due to structural weaknesses of the boat. Owner is responsible for indicating proper placement of lifting straps to avoid damage.

27. Children and Pets. Children must be supervised at all times in the boatyard. Dogs are only permitted if kept on-leash in a properly ventilated vehicle or in the boat.

28. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the use of the Port District's boatyard and other facilities, excepting for any other

written agreement between the parties hereto. This Agreement may only be amended in a writing signed by Port District management.

29. Enforcement. In the event of any dispute regarding this Agreement or if District is compelled to file suit to enforce the terms and provisions of this Agreement, the prevailing party in any such dispute or litigation shall be entitled to recover its reasonable attorney's fees and costs of resolving such dispute or litigation.

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

“OWNER”

Signature: _____

Print Name: _____

“PORT DISTRICT”

Signature: _____

Print Name: _____

COPIES: OFFICE OWNER