

**CABRILLO LANDING
ANCHORAGE AGREEMENT
Cabrillo Beach Y.C. Member**

I.

This Anchorage Agreement executed this _____ day of _____ by and between

CABRILLO LANDING 211 W. 22nd Street, San Pedro, Ca. herein called Landlord, and

_____ who resides at:

Address: _____

City: _____

State: _____ Zip Code: _____

Home Phone: _____

Work phone: _____

Cell Phone: _____

hereinafter called Permittee.

II.

Landlord hereby Rents to permittee, and Permittee hereby Rents from Landlord that certain Slip Space, hereinafter called the Slip, describe as follows:

Berth 35. Gangway: _____ Slip: _____ to be used by Permittee only for the purpose of mooring the below Vessel only for uses normally incident thereto and for no other purpose whatsoever. Permittee and said Vessel shall be subject to all rules of the Landlord, in addition to all the terms and conditions of this Agreement. Change of vessel and/or alteration of overall length of vessel requires notification be given to landlord.

NAME OF VESSEL: _____

BUILDER: _____ LENGTH: (overall) _____

YEAR BUILT: _____ CF#: _____ OR DOC# _____

III.

Upon entering into this Agreement, Permittee agrees to pay Landlord first and last month's rent in advance along with Additional Charges in Sec. VI. A **\$25.00 non-refundable** fee is required per gate key. There will be a **\$25.00** charge for **lost or stolen key cards**.

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IV.

Permittee shall abide by written regulations adopted by Cabrillo Landing to govern the Marina. These Regulations have been promulgated for the protection, preservation, and enjoyment of the Marina facilities and may be amended or added to in order to further those purposes. Failure to comply with the Marina Regulations may result in eviction.

V.

Either party as of the first of any month may terminate slip assignment with at least 30 days' prior written notice to the landlord. Within the time so specified, the Permittee shall cease the use of the Slip and shall quit and surrender possession of the Slip to landlord. The right of the Landlord to revoke this Agreement is and shall not be liable in damages to the permittee or in any other manner, because of such revocation.

VI.

The Term begins on the date of this Agreement and shall be rented from month-to-month due and payable on or before the first day of each month:

Slip Rental Rate: _____ per ft. of slip length or overall length of Vessel, whichever is greater. Live-Aboard additional surcharge: \$125.00 and \$25.00 per additional person (with the approval of the landlord and when space is available). Landlord reserves the right to charge, and Permittee shall pay all costs for Slip occupancy, including utilities and possessory interest tax.

A 10% LATE CHARGE WILL BE ADDED TO ALL ACCOUNTS NOT PAID IN FULL BY THE 10TH OF EACH MONTH. IN THE EVENT OF ANY RENT INCREASES ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE.

VII.

This agreement and the rental of said Slip Space are subject to all terms and conditions in that certain Concession Agreement 517 between the Port of Los Angeles and Cabrillo Beach Yacht Club/Cabrillo Landing, and likewise, is subject to any amendments, extensions or renewals thereof, and particularly, Permittee acknowledges that this **ANCHORAGE AGREEMENT** does not include the right to the use of the joining lands, save and except for the parking of automobiles in the space provided therefore and in the use thereof. Permittee assumes full responsibility for the safe condition of the area that Landlord Rents to Permittee, the right to use said area, the Permittee accepting it "as is, where is" without warranty of any kind.

VIII.

Permittee has inspected the Slips and Anchorage and accepts them "as is" without warranty or any representations whatever of Landlord. It being distinctly understood and agreed that the use of the Slip Space only is rented to Permittee. Landlord shall not be required or obligated to make any changes, alterations, additions improvements, or repairs on, or about the Slips, or any part thereof, during the Term of the Rental.

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IX.

Permittee further acknowledges that he will be responsible for damages to the Landlord and said Port of Los Angeles occasioned by the acts of negligence of himself, his agents, employees, invites or licensees and agrees to indemnify the said Landlord, the Port of Los Angeles from and against any and all claims, demand, actions, causes of actions, judgments, costs or expenses whatsoever, when such injury, death, loss or damage arises out of operations upon use of any portion of the Premises of the Landlord by the Permittee, his agents, employees, invites, or licensees.

X.

This Agreement is made on the express condition and covenant that permittee agrees to relieve Landlord, Port of Los Angeles of their agents, etc., from all liability for negligence causing loss or damage to the Permittee's property or that of this agents employees, invitees, or licensees or injury to any person including Permittee while in, upon, outside the Premises or in any way connected with the Premises during the Term of the Agreement or any extension thereof or any occupancy hereunder. Permittee hereby agrees to save and hold Landlord and its agents harmless from any liability loss, costs or obligation on account of or arising or of any such injuries or losses however occurring. Permittee shall at his own expense obtain and maintain liability insurance in a minimum of \$300,000.00 naming Cabrillo Landing as additional; insured and as between said parties, Permittee agrees to seek reimbursement for damage to said property solely from the proceeds of such insurance, and Landlord and its agents shall not be responsible for the theft of such property or damage by fire, water or any other risk.

XI.

Landlord expressly reserves the rights and remedies in the event of breach by permittee of any of the terms herein, and permittee expressly acknowledges Landlord's right to impose a possessory lien upon Permittee's Vessel for any and all unpaid rental claims and damage or to become due.

XII.

In the event any action shall be instituted to enforce any covenant herein contained, or to recover any Rent due or to recover Possession of the Premises for any default or breach of the Agreement by Permittee herein, Permittee shall pay towing, impounds, plus Landlord's attorney fees and costs as many be determined by the court.

XIII.

In the event the Port of Los Angeles terminates that certain Concession Agreement #517 between the Port of Los Angeles and Cabrillo Beach Yacht Club/Cabrillo Landing said termination shall automatically terminate this Agreement.

XIV.

Any provision of this Agreement determined to be invalid by a court of competent jurisdiction shall in no way effect any other provision hereof.

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XV.

All provisions hereof shall apply to, bind and be obligatory upon the heirs, executors, administrators, representatives and successors of the parties hereto. Permittee agrees not to rely on any oral promises of Landlord or its agents except if stated in writing.

I HAVE READ THE PRECEDING AND AGREE TO ABIDE AND BE BOUND BY ALL TERMS, CONDITIONS AND REQUIREMENTS.

Moorage	_____ X _____ = _____	Other Charges	\$ _____
Utilities	\$ _____	First Month Rent	\$ _____
Property	\$ _____	Security Deposit	\$ _____
Live Aboard	\$ _____	Key Card Fee (_____ keys)	\$ _____
Total Monthly Rental	\$ _____	BALANCE DUE:	\$ _____

By _____
Landlord

By _____
Permittee

By _____
Permittee

IF PARTNERSHIP PLEASE LIST:

Name: _____ Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone: () _____

Work Telephone: () _____