



Riverbank
MARINA

GUEST DOCK AGREEMENT

I. MARINA

RIVERBANK HOLDING CO., LLC dba RIVERBANK MARINA

P.O. Box 340658, Sacramento, CA 95834-0658
 1371 Garden Highway, #200, Sacramento, CA 95833
 Telephone: (916) 922-0720 Fax: (916) 922-3410
www.riverbank.com

Slip # : _____

Tag # : _____

II. OWNER(S): First Name: _____ Last Name: _____

Address: _____

Home Ph: _____ Work Ph: _____ Cell Ph: _____

Email: _____

IV. Emergency Contact: _____ Cell Ph: _____

V. TERM: Arrival Date & Time: _____ Departure Date & Time: _____ **BY NOON**

VI. VESSEL: CF/Doc#: _____ Year/Make: _____ Overall Length: _____
 Name: _____ Color: _____ AMP Needed: _____

VII. RENT: _____ Day(s) @ \$ _____ = \$ _____
 Key Deposit: \$ 50.00/KEY # of Keys: _____ Key # (s) _____

VIII. CHARGE: Amount: \$ _____ Visa/MC Only!

IX. CASH: Amount: \$ _____ Receipt # : _____

X. CREDIT CARD REQUIRED INFORMATION: Please Note: All guests *must* provide the following information despite the method of payment!

Exact Cardholder Name: _____

Card Number: _____

Visa or Mastercard (circle one) Expiration Date: _____ Card Code: _____

Cardholder Mailing Address (if different from above): _____

Riverbank Holding Co, LLC is hereby authorized to charge the above card for the slip rent and utilities as required in my License Agreement or Guest Dock Agreement, whichever is applicable. This authorization may be revoked by delivering written notice to Riverbank Holding Co., LLC. Such written notice shall not be deemed delivered unless Riverbank Holding Co., LLC acknowledges, in writing, receipt of such notice.

XI. This agreement is for the rental of space only, such space is to be used at the sole risk of the Owner, and Marina shall not be liable or responsible for the care or protection of the vessel or for any loss or damage of whatever kind or nature to said vessel, its contents, gear or equipment, howsoever occasioned. There is no warranty of any kind as to the condition of the Marina, or any portion thereof, including utilities, floats, walks, gangways, ramps, mooring gear, pump station, restrooms, parking area and grounds. Marina shall not be responsible, therefore, for injuries to persons or properties occurring thereon or on any part of the premises or for any other reason whether herein specifically stated or not.

XII. The waiver by Marina of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant any subsequent breach of the same or any other terms, condition or by Marina shall not be deemed to be a waiver or any preceding breach by Owner of any term, condition or covenant of this Agreement other than the failure of the Owner to pay the particular rental payment so accepted, regardless of Marina's knowledge of such preceding breach at the time of acceptance of such rental payment.

XIII. Owner agrees that Marina's Rules and Regulations attached hereto as Exhibit A, and any amendments thereto, are an integral part of this Agreement. Owner shall comply, and shall cause Owner's family, agents, licensees and invitees to comply with the then current Marina Rules and Regulations. Should Owner or any of Owner's guest(s) violate any Marina Rule or Regulation, Marina may terminate this Agreement immediately, without refund, remove the Vessel from the Slip at Owner's risk and expense, and retake possession of the Slip.

XIV. Marina Disclaims Liability - Owner to Indemnify. Owner agrees to accept the assigned berth "as is" without warranty or representation by the Marina, its owners, agents, or employees, it being distinctly understood and agreed that the only use of the assigned berth is granted to Owner. Owner agrees that the berthing, safekeeping and maintenance (including gear, equipment and content) of the vessel are Owner's sole responsibility and sole risk. Owner agrees to hold Marina, its owners, agents and employees harmless and to indemnify them for all loss, damage, or expense of any kind incurred or claimed by reason of any acts, or failure to act, on part of Owner, his agents, employees or guest, or in use of the berth or vessel. Furthermore, Owner waives any claim against the Marina, its owners, agents, assigns and employees and agrees to hold them harmless from and against any damage to any vessel or automobile including gear, equipment and contents, whether caused by fire, theft, collision, sinking, destruction, removal, storage, flood, wind-storm, act of God or otherwise, howsoever occasioned, and harmless from and against any injury to the Owner, his crew, guests, agents, or employees by reason of physical condition of berth or storage space or any approach thereto or exits therefrom, or any other appurtenances. Marina reserves the right to terminate this agreement at any time for any reason. No refund will be given if termination is due to Owner(s) failure to abide by the Marina's Rules and Regulations or if Owner(s) vessel is deemed unsafe by Marina.

XX. It is the policy of the Marina to require all Owners using its facilities to have effective property damage and personal injury insurance for the protection of others. Evidence of Insurance showing Hull and Protection and Indemnity limits with a minimum of \$300,000, including the Marina as additional insured is required. Owner warrants such insurance is in full force and effect.

XXI. Check-in time is 2:00 p.m. Check-out time is Noon. Owner may be fined \$50.00 or the current daily guest rate, whichever is higher, for a late check-out if Owner has not received prior written approval for a late check-out from the Harbor Master/Assistant.

XXII. Owner agrees to give 48 hours cancellation notice or Owner will be charged for the first night.

XXIII. Marina may charge credit card for rent, deposits, and any other charges due.

XXIV. \$50.00 per key will be withheld/charged unless key(s) is returned immediately upon vacating. Owner shall not open any gate for anyone other than a person in Owner's party.

MARINA
 Riverbank Holding Co., LLC dba Riverbank Marina
 By: _____

OWNER or OWNER'S Authorized Agent
 By: _____

Dated: _____

Dated: _____

RIVERBANK MARINA RULES AND REGULATIONS

EXHIBIT A

The word "Marina" herein indicates "Marina" as well as any person duly authorized to represent Riverbank Marina. "Owner" is defined in this Agreement to mean "the owner of a Vessel located in the Marina and any person associated with the owner of a Vessel including all family members, agents, employees, licensees or invitees on Marina premises."

1. Owner agrees to comply with all applicable rules, regulations and instructions of the United States Coast Guard and other federal, state and local authorities or government agency, and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency. Any discharge of paint, sanding debris, hydrocarbons or chemicals into the water is a violation of Federal and/or State law for which violators can be prosecuted criminally and civilly.
2. Dinghies, inflatable vessels, jet skis and all other water craft, when not in immediate use, shall be kept on the Owner's vessel, or in assigned Slip AND shall be locked with a chain and combination lock. The combination shall at all times be on file with the office in case of emergency. Dinghies, inflatable vessels, jet skis and other water craft shall have registration and insurance on file with the office prior to their arrival at the Marina. Dinghies shall not be kept in any slip, or with another vessel unless they fit completely within the slip. Use of another slip for any non-emergency purpose is prohibited. Dinghies, tenders or other floating implements are not allowed on docks or piers.
3. Without exception, all connections made to the Marina premises' receptacles shall be U.L. approved weatherproof, ground fault interceptor, three wire, grounded type. Wiring must be of sufficient amperage for use as specified by the National Electrical Code. Undersized or damaged cords will be disconnected by Marina personnel. Cords may not cross walkways nor be affixed or secured to docks. Only the electrical receptacle assigned to Owner's Slip may be used. Barbecues, hibachis, or fires of any kind are not permitted anywhere on Marina premises.
4. Dock box, stairs, and boatlifts are on approval of Marina only. Dock boxes or stairs which have not been approved by the Harbor Master will be removed and disposed of. Temporary, removable, non-affixed, non-secured dock steps may be placed on the downriver finger, subject to Marina's approval, but shall be no wider than one-half of the width of the finger and no longer than five (5) feet. Owner shall not attach, affix or install any other objects (including satellite dishes) or materials to fingers or floats without prior approval of Marina's Harbor Master. Any such unapproved items will be immediately removed and disposed of. No portion of any Vessel shall overhang the walkway or channel at any time (e.g., bowsprit, plank, bow pulpit, swim step) without prior approval of Harbor Master. All dock boxes and stairs shall have the Owner's name listed on the inside of the lid or the underside of the stairs. If Owner's name is not written or is not legible and Marina needs to remove the dock box or stairs for any reason, Owner understands Marina will dispose of the dock box or stairs, with no liability to Marina.
5. Dock lines shall be of adequate size for the Vessel and shall be replaced when worn. Owner will at his/her/its expense provide mooring lines for the Vessel. If such lines break, the Marina may, at its option, replace the same, whereupon Owner will reimburse Marina for said lines and a reasonable charge for installing them within ten days after being billed thereof. Hoses, electrical cords and dock line tails must be coiled. All Vessels shall be fully equipped with dock/boat bumper/fender protectors at all times the Vessel is in Slip. Sponges, tires and carpeting are not permitted. Absolutely no "improvements" or modifications to the docks are allowed.
6. All docks and deck areas must be kept absolutely clear and may not be used for storage areas. Items left on dock, head pier, or deck areas, even if permitted under other circumstances, will be confiscated immediately and disposed of by the Harbor Master. Supplies, materials, accessories, equipment or gear of any kind shall not be stored on Marina Premises except in **approved** dock boxes. Marina is authorized to enter the dock boxes in order to effect repairs thereon or if, in the sole discretion of Marina, such entry is necessary for the safety of Marina premises or vessels therein.
7. Main engines, power-generating equipment and other noise-making machinery shall not be operated between the hours of 10:00 p.m. and 8:00 a.m. except as necessary to enter or leave the slip. Engines shall not be operated in gear when the Vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted. Other noise-making equipment or appliances shall be operated in compliance with all laws, ordinances and rules. Volume of all stereos, radios, televisions, etc., must be at a level considerate of the other marina tenants as well as the owners of the condominiums (this especially pertains to D and H docks).
8. Owner shall not throw, discharge or deposit from any Vessel or float any solid or liquid material including but not limited to refuse matter, oil bilges, galley drain water, or flammable liquid ("Waste Materials") into the water or upon Marina's Premises. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into the water. All Waste Materials shall be deposited in the appropriate receptacles or pump station within the Marina's premises, subject to Marina's supervision. Owner shall not empty sanitation device in any toilet or lavatory facility on Marina's premises.
9. All trash is to be placed in garbage receptacles. Any excessive amounts of trash (i.e. from a party, spring cleaning, etc.) must be taken to either the trash compactor located by the lower level parking entrance, to the dumpster located at the lower level parking exit or disposed of off Marina Premises. Owner(s) is responsible for the proper disposal of all oil and/or solvents.
10. No sanding, paint removal, spraying or scraping shall be done on topsides, above decks or underwater. Major construction or repair, painting or overhaul shall not be permitted on Marina's premises. Marina shall be the sole judge as to what constitutes "major construction, repair, painting or overhaul". No guests shall perform any work or maintenance on their vessel while it is docked at the Marina.
11. No fueling or transferring of fuel from the docks shall be permitted. No storage of flammable or combustible materials of any type including, but not limited to, gasoline, diesel fuel, oils, lubricants, kerosene, "white gas", paints, thinners, cleaners, turpentine, solvents, resins, epoxy or catalysts are allowed in dock boxes, land lockers or on the vessel. Should fuel pumps be installed at the Marina, Owner(s) accepts sole responsibility for the proper fueling of the vessel and shall be solely responsible for any fuel spillage.
12. **No firearms, fireworks or live ammunition are allowed on the premises. Storage, possession and/or use of any illegal drug, controlled substance or hazardous materials (as defined in Federal or State agencies) are prohibited on any part of the premises.**
13. Owner shall notify the Marina of any unsafe or hazardous conditions that come to his/her attention. Disorderly or indecorous conduct by any Owner or Owner's family, agents, licensees or invitees that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Marina reserves the right to board any Vessel in the event of any unsafe condition or discharge of materials into the surrounding waters causing a prospective hazard to the Marina premises or other vessels.
14. No advertising or soliciting of any kind is allowed on Marina premises or on vessels.
15. All yacht brokers, contractors, workmen, crew or other or other agents of Owner must register with Marina and provide adequate temporary security prior to admittance to the docks, and shall sign a waiver of liability in favor of Marina prior to gaining admittance.
16. Owner shall not post any "For Sale" signs on Vessel. If Owner is selling his Vessel, Owner must make arrangements to meet prospective buyers at Marina. Marina will not admit buyers to see any vessel in the Owner's absence.
17. The Parking Area is for parking Owner's vehicle. No particular vehicle parking space is assigned or reserved and the availability of parking is on a "first come-first served" basis. Marina reserves the right to limit parking to one vehicle per License Agreement. If required by Marina, Owner shall affix a parking permit to Owner's vehicle as provided by Marina. Marina may allow guest parking on a "first come-first served" basis. No motor homes, campers, trailers or other oversize vehicles shall be parked in the Parking Area. Oversized vehicles must park outside the Parking Area. Marina reserves the right to control access to the Parking Area in such a manner as it shall determine in its sole and absolute discretion.
18. No overnight parking is allowed at any time in the area designated for valet parking during valet parking days, normally Thursday through Sunday and all holidays from the end of April through Labor Day.
19. No vehicle shall be parked in the Parking Area for a period in excess of seventy-two (72) consecutive hours. Overnight sleeping in any vehicle in the Parking Area is prohibited.
20. **Owner shall notify Marina when Owner expects the Vessel to be away from its slip for any period in excess of forty-eight (48) hours.**
21. Children under twelve (12) years of age are not permitted on the docks at any time without immediate and constant supervision by parents or other responsible adults. Non-swimmers or children under age twelve (12) must wear life jackets on the docks or boat decks. All Guests must be accompanied by Owner.
22. Jumping or swimming from docks or bridges is expressly forbidden. Fishing, cleaning of fish or swimming diving, scuba diving or snorkeling is prohibited on marina premises. Drying or airing of laundry, towels or apparel on the docks or the riggings of a vessel is prohibited. Do not borrow, even for the shortest amount of time, any electrical cords or hoses belonging to other boaters without their permission.
23. Side-tying or trailing boats along side other boats ("Rafting") is not allowed. Side-tying includes attaching, in any way, a vessel to a docked vessel and/or transferring people from vessel to docked vessel and from vessel to docked vessel to the docks (or the reverse).
24. No skateboards, roller skates, bicycles or any other wheeled vehicles may be ridden on docks or decks. Bicycles may be walked on docks to Vessel and shall be stored on board Vessel. Bicycles are not to be stored on docks or deck areas.
25. **Animals must be tethered and restrained by a leash or in an appropriate cage when on the Marina premises. It shall be the Owner's responsibility to immediately clean up after their pet should they soil any area and dispose of the waste in an appropriate receptacle. Marina shall be the sole judge of whether the Owner's efforts to control animals and pets is deemed to be adequate. All animals (except seeing eye dogs) are prohibited from entering Marina restrooms.**
26. Marina does not accept telephone messages or mail/packages for boaters except in cases of life-threatening emergency. Marina is not responsible for receipt or delivery of any mail addressed to Owner at Marina's address.
27. The use of fairways and slip channels shall be for the purpose of entering or leaving slips only. Observation of the "One-Way" channel must be strictly adhered to. All vessels with engines shall use engines for propulsion within the marina waters. Marina speed limit is steerage only, with no wake and at no speed greater than 5 miles per hour.
28. Owner shall provide Marina with all required documentation including insurance certificate, current vessel registration or documentation and current Driver's License(s). If Owner fails to provide the required documentation within 10 days of the date notice is mailed to Owner, Owner must immediately remove his/her/its Vessel from the Marina until the required documentation is provided. If Owner fails to remove his/her/its Vessel from the Marina, Marina may, at its option, move the Vessel from the Marina, store the Vessel at Owner's expense and may, at Marina's option, terminate the License Agreement. If Marina does not terminate the License Agreement, Owner shall continue to be responsible for all obligations under the License Agreement, including payment of rent.
29. Upon vacating: dock boxes, boat lifts and all personal property must be removed within 7 days or it is agreed that said property shall be forfeited to Marina. If Marina incurs any expense in removing and/or disposing of dock boxes, boat lifts and/or personal property, Owner agrees to immediately reimburse Marina for any and all expenses so incurred.
30. The Owner shall comply with these rules and regulations and all amendments thereto as are published by the Marina from time to time and posted in the office of Marina.
31. I have read, fully understand and agree to abide by the above-stated Marina Rules and Regulations, and all amendments thereto as provided above.