



**San Mateo County Harbor District
Off the Boat Fish Sales
Commercial Activity Permit
Permit Number: 2022-[XX]**

1. Commercial Activity Permittee:

- 1.1 Name of Permittee: [Name of Permittee]
- 1.2 Vessel Name: [Vessel Name]
- 1.3 Contact Person: [Point of Contact]
- 1.4 Address of Permittee: [Address]
- 1.5 Phone Number: [Phone Number]
- 1.6 Email Address: [Email Address]

2. Commercial Activity Permit General Description:

- 2.1 This permit is issued under the authority of San Mateo County Harbor District Ordinance 5.10.010: Commercial Activity Permits-General.
- 2.3 [Name of Permittee] [Permittee] onboard F/V [Vessel Name] is approved by the San Mateo County Harbor District (District), through this Commercial Activity Permit (CAP), to conduct business at Pillar Point Harbor (PPH), specifically "Off the Boat Sales" of fish and crab directly to the public.

3. Term:

- 3.1 This CAP will commence upon execution and will continue through December 31, [XXXX].
- 3.2 The General Manager may approve renewals annually thereafter.

4. Commercial Activity Fee:

4.1 Fixed Fees:

- i. Payment of the Annual Permit Fee, per the District's Rates and Fees Schedule shall be paid prior to the commencement of this CAP.
- ii. Permittee is required to maintain a security deposit of \$500.00, which may be used by the District for payment of any monies, rents, fees, or other charges due and payable to the District, but delinquent for over ninety (90) days. Permittee shall be required to reinstate security deposit within 10 days of notice by the District.

4.2 Quarterly Fees:

Permittee will pay to the District 2.5% of gross receipts resulting from activities conducted under this CAP.

4.3 Statement of Earnings/Tally Sheets:

Permittee shall, within 15 days after each quarter end (March 31, June 30, September 30, December 31), submit the San Mateo County Harbor District Off the Boat Sales Tally Sheet(s) (or equivalent document) directly to the [Harbor/Marina] Harbormaster's Office. Permittee will provide the District a written statement if no earnings were received during a calendar month.

Permittee Initials _____

GM Initials _____



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504 Avenue Alhambra, Ste. 200
El Granada, CA 94018
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4.4 Payment of Fees:

- i. Permittee will pay within 15 days after each quarters end the percentage fees directly to the Harbormaster’s Office. The percentage fee will be based on the San Mateo County Harbor District Off the Boat Tally Sheet(s) (or equivalent document) submitted by Permittee, as required by Section 4.3.
- ii. Late payments will be subject to a \$25.00 late fee or interest charges of 10% per annum, whichever is greater on balances more than 90 days past due.

5. Required Licenses and Certifications:

5.1 Permittee shall provide the District’s Commercial Activity Program Coordinator with the following:

- i. Proof of Vessel Registration/Documentation.
- ii. If the business is operating under a Fictitious Business Name, a copy of the Fictitious Business Name Statement from the applicable jurisdiction is required.
- iii. A copy of any/all additional permits and/or licenses required by the State of California or any of its agencies or subdivisions.
- iv. A copy of all applicable insurance certificates, as outlined below in Section 6.
- v. A copy of the California Department of Fish and Wildlife Commercial Fisherman Retail License.

6. Insurance Requirements: (suspended until further notice)

6.1 Permittee shall provide proof of insurance prior to the commencement date of this permit.

- i. Permittee shall maintain throughout the Term of the Commercial Activity Permit, at Permittee’s sole expense, a minimum coverage of Five Hundred Thousand (\$500,000) marine liability and Five Hundred Thousand (\$500,000) vessel pollution liability, including hull replacement and general liability.
- ii. Vessel insurance policies shall name the “SAN MATEO COUNTY HARBOR DISTRICT, ITS COMMISSIONERS AND EMPLOYEES AND AGENTS” as Additional Insured, if available from the underwriter. A Certificate of Insurance certifying coverage limits shall suffice only if an endorsement naming “SMCHD, ITS COMMISSIONERS AND EMPLOYEES AND AGENTS” as Additional Insured is unavailable from the underwriter. [An additional insured endorsement provides the District with added protections, such as notification of a pending cancellation and the ability to streamline the claims process, in the event a claim is filed.]
- iii. Insurance policies for vessels held in partnership must list the individual names of each vessel partner.

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7. Additional Terms and Conditions:

- 7.1 When operating or conducting business under the authority of this permit, the requirements of Exhibit A must be complied with.
- 7.2 When operating or conducting business under the authority of this permit, Exhibit B must be prominently displayed at the place of business.
- 7.3 Permittee agrees to comply with all practices required by the District as outlined in this CAP, applicable District Policies and Procedures, and District Ordinances, both as of the commencement of this CAP and at any time during the term of the CAP.
- 7.4 This CAP becomes null and void if the Permittee's account becomes overdue by 90 days.
- 7.5 Permittee shall use reasonable care and shall not unreasonably increase the burden on the District's facilities. Permittee shall not interfere with other bona fide users of the facilities or the conduct of their business.
- 7.6 Permittee shall be responsible to ensure Permittee's customers do not block or unreasonably restrict access to or on the docks.
- 7.7 Permittee is responsible for keeping the entire dock area being used by Permittee constantly clean and free from safety and environmental hazards. Permittee shall monitor the dock area for cleanliness. No trash, equipment or supplies shall be left on the dock.
- 7.8 Any person, firm or corporation Permittee authorizes to work upon or enter upon the District's property, including any contractor(s) and subcontractor(s), shall be deemed to be Permittee's agent and shall be subject to all the applicable terms of this Permit.
- 7.9 Vessel owners or operators shall conform to all regulations and requirements, including those of the California Department of Fish and Game, the San Mateo County Harbor District, and the County Department of Weights and Measures.
- 7.10 The District reserves the right to revoke or suspend an individual Commercial Activity Permit as the result of non-compliance with any of the provisions contained herein.
- 7.11 Permit holder acknowledges that water depth in all areas in which permit holder proposes to operate, including but not limited to the channel, fairway, and berth area, may not be sufficient to accommodate permit holder's vessel. Permit holder further acknowledges that the Permittee is the sole means for determining whether a vessel may safely operate in the marina. Permit holder hereby agrees to assume all risks, known or unknown, relating to or arising out of the activities in the marina pursuant to this permit. Permit holder further acknowledges that any loss or damages to the Permittee's vessel or any economic loss or personal injury caused or contributed to by insufficient water depth is the Permittee's sole responsibility, and Permittee

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agrees to hold harmless and indemnify the District and its agents and employees from any loss or damage to Permittee’s vessel, or any economic loss or personal injury as a result of insufficient water depth or any other reason where due diligence by the vessel operator was not used or where negligence by the vessel operator caused or contributed to the damage.

- 7.12 The Harbormaster has the authority to make accommodations in the interest of safety or any other reason he/she determines to be in the interest of the Harbor.
- 7.13 Permittee shall pay a fee pursuant to Section 1719 of the Civil Code for the State of California for each check that is returned to the District for lack of sufficient funds.
- 7.14 Permittee will take all necessary precautions to prevent the spread of COVID-19 or other identified contagious viruses, per CDC, federal laws, and local health department guidelines and risk tiers, including posting social distancing signage, requiring customers to wear masks, and maintaining an operating procedure compliant with all applicable guidelines.
- 7.15 Fisher’s who own two or more vessels with assigned slips may swap slips for off the boat sales with the Harbormaster’s permission.
- 7.16 The San Mateo County Harbor District reserves the right to discontinue Off the Boat Sales at its sole discretion at anytime for public safety.

8. Waiver, Responsibility, and Indemnity:

- 8.1 Permittee, as a material part of the consideration to be rendered to the District under this Permit, waives all claims against the District for damages to all personal property in, on or about the District’s facilities, and for injuries to persons in or about the District’s facilities from any cause arising at any time. Permittee hereby agrees to indemnify, and save harmless District, its governing board, officers, employees and agents, and to defend District (with counsel approved by District in its reasonable discretion), from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, District, its governing board, officers, employees or agents arising out of this CAP or of Permittee’s operations. It is the express intent of the parties that Permittee will indemnify, defend, and hold harmless the District from any and all claims, suits or actions arising from any cause whatsoever, other than the sole negligence, willful misconduct, or criminal acts of the District. Permittee waives any and all rights to any type of express or implied indemnity against the district’s use of or activities on district property related to this CAP.
- 8.2 In addition to, and without limitation on, the preceding paragraph, Permittee also agrees to be solely responsible, and at its sole cost to indemnify, and hold the District harmless and to defend District (with counsel approved by District in its reasonable discretion) from and against any and all liabilities, losses, damage, fines, penalties, charges, orders, judgments or liens to the extent any of them arise directly

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or indirectly, in whole or in part out of a Hazardous Release, or the handling, investigation, treatment, storage, decontamination, remediation, removal, transport or disposal of any hazardous materials. Permittee's liability and obligation hereunder does not depend upon whether it resulted from any act or omission of Permittee, arose before or during the term of this CAP, or if so caused, whether Permittee's acts or omissions were legal, negligent, or within its control.

8.3 The indemnity obligations under this CAP shall survive expiration or termination of the CAP.

8.4 Acceptance of insurance certificates and endorsements required under this CAP does not relieve Permittee from liability under this Permit. Permittee's indemnity obligations under this CAP shall apply whether or not such insurance policies are determined to be applicable to any losses or damages or claims for losses or damages.

9. Dispute Resolution:

In the event of a dispute arising out of or relating to this permit, the parties agree to meet in good faith to attempt to reach a resolution of any dispute. Permittee must comply with the provisions of the Government Claims Act (Govt. Code Section 900 et seq) prior to initiating any legal action against the District.

10. Governing Law:

The laws of the State of California shall govern this agreement and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties to enforce any provision of the agreement, the unsuccessful party will pay the reasonable attorney's fees, court costs, discovery costs and expenses of litigation of the successful party.

11. Severability Clause:

If any term or provision of this CAP or the application thereof shall to any extent be held to be invalid or unenforceable as determined by a court of competent jurisdiction, the remainder of this Permit, or the application of such term or provision to circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected hereby, and each term and provision of this CAP shall be valid and shall be enforced to the extent permitted by law.

12. Non-Assignable Clause:

This CAP is expressly personal to Permittee and Permittee shall not assign this CAP. Any attempt to assign this CAP shall automatically terminate it.

13. Public Trust:

The parties hereto acknowledge that District holds all portions of the District (including, but not limited to, the Premises and tidelands) in trust for the People of the State of California. As trustee, the District must exercise continuous supervision and control over the Premises. This CAP is subject to District's obligation, as trustee,

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with respect to the Premises, as such obligation has been, or may in the future be,
further defined or described under California law.

For: [Name of Permittee] ¹

_____ Date

For: San Mateo County Harbor District

_____ Date

¹ *Signature Requirements:*

- *If business is an LLC, Personal Guarantee must accompany this CAP.*
- *If business is a Corporation, provide documents that certify signer is authorized by Corporation.*

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