

### **Liveaboard Addendum**

Pillar Point Harbor/Oyster Point Marina

Vessel:		
Registered Owner:		
Phone/Email:	1	
Berth/Mooring/Anchorage:	Payment of Application Fee:	
Names of Persons Living On board	Phone	Email

- 1. By signing this addendum, Owner represents and warrants to the District that the foregoing information is complete and accurate and that all terms and conditions as represented in this Liveaboard Addendum ("Addendum"), the District License Agreement, the San Mateo County Harbor District Ordinance Code, and all other relevant laws and regulations are applicable and shall be complied with. This Liveaboard License Agreement ("License Agreement") may be revoked immediately, and is null and void, if Owner, or guests, are found in violation of any of the terms, conditions, rules, or any provisions of law.
- 2. This Addendum is not transferable with the sale of the vessel. A current Licensee may purchase a new vessel and still retain the Liveaboard privilege (not to include berth/mooring/anchorage assignment), provided that a suitable berth/mooring/anchorage for the new vessel is available.
- 3. Subleasing or renting a vessel subject to this Addendum is prohibited.
- 4. The Harbormaster is to be advised in writing of the names and phone numbers of all persons residing on board. Any person living on board pursuant to this Addendum, and not listed as an Owner, are defined as "guests" of the Owner, and the Owner is liable for their actions, including the indemnification clause of the License Agreement.

Pillar Point Harbor 1 Johnson Pier Half Moon Bay, Ca 94019 (650) 228-3847 Oyster Point Marina 95 Harbormaster Road #1 South San Francisco, Ca ZIP (650) 642-0694

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- 5. The vessel intended to be used as a liveaboard, must be of the cruising type, designed for overnight accommodations, kept in good repair and in seaworthy condition. The vessel must not be permanently attached to the dock and shall be capable of operating under its own power in normal sea conditions of the area of the harbor with a seven-day notice.
- 6. Houseboats as defined by California law are not permitted.
- 7. Pets are permitted with the written permission of the Harbormaster. Each pet must have current registration, vaccinations, and display tags as required by San Mateo County. Dogs must be on leash and supervised while on Harbor District property. The owner of a pet that creates a public nuisance (examples: allowing the pet to be off leash and/or unsupervised, defecating on the floating docks or pier, demonstrated aggressive nature, biting, etc.) will be required to remove the pet from the marina.
- 8. Energized space heaters may not be left attended. Discovery of an unattended space heater may result in termination of this Addendum and the primary License Agreement associated with this Addendum.
- 9. The overboard discharge of sewage and/or grey water within the harbor or marina is prohibited. Any overboard discharge point for sewage and/or grey water shall be secured, tied closed and verified by the Harbor District on a continual basis. The Harbor District also retains the right, and is granted permission, to board the vessel to die test the Marine Safety Device at any time without notice.
- 10. A monthly fee shall be charged for the privilege of living aboard a vessel as prescribed in the District Rates and Fees Schedule. Payment of the liveaboard fee, which is in addition to the berthing/moorage/anchorage fee or other fees, must be kept current, as prescribed in Harbor District Rate and Fee Schedule published in the Harbor District Ordinance Code, Chapter 4. Liveaboard privileges may be cancelled if any charges become delinquent as prescribed in the License Agreement.
- 11. Termination: Permission to liveaboard a vessel berthed/moored/anchored in District facilities may be terminated by either party by giving thirty (30) days' advanced written notice, or as prescribed in the applicable License Agreement.
- 12. Tenancy laws and protections, to include the Floating Home Law, do not apply to liveaboard Licensees' under this Addendum.
- 13. This license is not valid unless attached to a valid berth/mooring/anchorage license agreement.

#### Signatures on following page:

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## I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS ON ALL PAGES OF THIS ADDENDUM AND AGREE TO THEM.

IN WITNESS WHEREOF, District and Licensee have executed this Addendum as of the last date set forth below

Licensee:		
<u> </u>	Print Name	
	Signature	
	Signature	
	Date signed:	
	<u> </u>	
San Mateo	County Harbor Dist	<u>rict</u> :
	Harbormaster:	Drivet Mayor
		Print Name
	Signature:	
		Harbormaster
		Date Signed
Guest <sup>1</sup> :		
	Print Name	Print Name
	Signature	Signature
	Date Signed	Date Signed

<sup>&</sup>lt;sup>1</sup> Obtain signature from each owner/guest. Attach additional signature pages as needed.