



Mooring/Anchorage Agreement

REGISTERED OWNER: _____

Phone/Email: _____ / _____

Mooring Ball/Anchorage Location: _____

Welcome to the San Mateo County Harbor District. Long Term Mooring/Anchorage Licenses (in excess of 30 days) will not be approved until the Harbormaster has reviewed and accepted all required documents. Vessels must pre-pay for first month's license fee and the required security deposit. If you have any questions or concerns, do not hesitate to ask facility staff for assistance.

The following must be turned in or completed when submitting the application:

- Mooring/Anchorage license agreement/application,
- Application Fee as published in the District Rate and Fees Schedule.
- Copy of current registration or federal documentation,
- Copy of current insurance certificate,
- Dated picture of vessel (within 6 months of application date), clearly showing vessel name and registration numbers,
- Pass a material/safety inspection conducted by the by Harbor District,
- Copy of driver's license or state/government issued photo ID.

After being approved for mooring or anchorage assignment:

- First month's License fee,
- Security Deposit,

Pillar Point Harbor
1 Johnson Pier
Half Moon Bay, Ca, 94019
(650) 228-3847

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

Registered Vessel Owner*: _____

Date: _____

Last Name:		First Name & Middle Initial:		Driver License Number/State:	
Email Address:					
Mailing Address:		City:		State:	ZIP Code:
Residence Address:		City:		State:	ZIP Code:
Home Phone:	Cell Phone:	Emergency Phone:		Work Phone:	

** You must attach information for each registered Vessel owner, if owner is more than one individual.*

Vessel Information:

Vessel Name:		Power: <input type="checkbox"/> Motor <input type="checkbox"/> Sail		Color: Hull	Vessel Number
Vessel Identification Number:		Radio Call:		Hull Material:	
Fuel: <input type="checkbox"/> Gas <input type="checkbox"/> Diesel		USCG Approved MSD: <input type="checkbox"/> Yes <input type="checkbox"/> No		Y Valve Secured <input type="checkbox"/> Yes <input type="checkbox"/> No	
Length Overall:		Draft:	Beam:	Year:	
Legal Owner: (i.e. Corporation, Lienholder, other Name Appearing on Title)					
Address of Vessel's Legal Owner:					
Insurance Agent Name:		Policy Number:		Agent Phone Number:	

For District Use Only:

Account No.		Commencement Date:		Anchorage Fee:	\$
Facility:		Expiration Date		Security Deposit:	\$
Mooring		Live Aboard		Other:	\$
			Total Paid:		

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

This mooring/anchorage license ("License") is, by, and between the San Mateo County Harbor District, a political sub-division of the State of California ("District"), as licensor and the Owner(s) named above as the Licensee ("Licensee").

By signing the following agreement, Licensee represents and warrants to the San Mateo County Harbor District that the foregoing information is complete and accurate, that no other party has any legal right, title, or interest in or to the Vessel, and that Licensee shall give the San Mateo County Harbor District written notice of any changes in the above information immediately upon the occurrence of any such change. If there is more than one Owner, then the obligations of each said person as Licensee, including but not limited to the indemnification provisions of Paragraph 11, shall be joint and several, and each person identified as an Owner has the authority to individually act as Licensee.

Terms not defined herein have the meaning provided in the San Mateo County Ordinance Code.

AUTHORITY

This license is issued under the authority of Chapter 3.20 of the San Mateo County Harbor District Ordinance Code.

TERMS AND CONDITIONS

1. **GRANT OF LICENSE; TERMINATION.**
 - A. In consideration of the terms and conditions stated in this License, District hereby grants permission to Licensee to moor/anchor the vessel listed above (the "Vessel") at the mooring/anchorage location directed by the Harbormaster.
 - B. This License is a revocable, personal, non-assignable, non-transferrable, and non-possessory privilege to enter and use the District property for the permitted activities only on a temporary basis that commences on the Commencement Date and expires on the Expiration Date specified in Section 2 below ("Term"), unless sooner terminated or extended pursuant to the terms of this License.
 - C. Except as provided in Section 13, District will give thirty (30) days' prior written notice to terminate this License.
 - D. Licensee agrees that the exercise of the District's rights on District property in the vicinity of the mooring or anchorage location will not entitle Licensee to any abatement or diminution of fees.
 - E. Without limiting any of District's rights hereunder, Licensee agrees and acknowledges that District may, pursuant to Section 13 below ("Default; Termination"), revoke or terminate this License at any time prior to the Expiration Date, without cause and without obligation to pay any consideration to Licensee.

2. **TERM.** This License shall commence on the Commencement Date shown above and shall expire on the last day of the following month. The license is

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

automatically renewed each month by the payment of the applicable fees, up to twelve (12) months, unless earlier terminated. Upon initial application and on each twelfth month anniversary, the applicant must submit a current Statement of Ownership, current proof of insurance and any other information requested by the Harbormaster.

3. FEES.

- A. The monthly license fees and other charges for use of District services and facilities are established, and may be amended from time to time, by ordinance of the District Board of Commissioners (the "District Fee Schedule"). A copy of the District Fee Schedule shall be made available to each Licensee upon request.
- B. Upon execution of this License, the first month's moorage/anchorage fee shall be paid in advance, plus a security deposit, in the amounts prescribed by the District Fees and Rate Schedule. The first month's moorage/anchorage fee may be prorated from the third day the Vessel moored at the assigned moorage/anchorage. Thereafter, to renew the monthly mooring/anchorage license, fees are due in advance on the first day of each calendar month. Fees are delinquent and the license renewal is canceled if not received by the 5th day of each calendar month.
- C. Licensee acknowledges that late payment will cause District increased costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Accordingly, if Licensee fails to pay fees by the close of business on the 5th day of a calendar month, such failure shall be subject to late fees as published in the District Rate and Fees Schedule.
- D. All sums payable by Licensee to District hereunder shall be paid in cash or by check to the District, and delivered to the Harbormaster's Office at 1 Johnson Pier, Half Moon Bay, 94019, or by electronic transfer through the District's online portal.

- ### **4. SECURITY DEPOSIT.**
- Licensee, upon execution of this License, shall deposit with the District the amount as required by the District Fee Schedule as a deposit for the faithful performance of Licensee's obligations under this License. District's obligation with respect to the security deposit is solely that of debtor and not trustee. Licensee shall not be entitled to any interest on such security deposit and District shall not be required to keep the security deposit separate from its general funds. Nothing contained in this section shall in any way diminish or be construed as waiving any of District's remedies under this License or provided by law or equity. Licensee waives the provisions of California Civil Code Section 1950.7 and any successor statute, and expressly agrees that District may apply the security deposit in payment of sums reasonably necessary to compensate District for any loss or damage, foreseeable or unforeseeable, caused by an act

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

or omission of Licensee or any invitee of Licensee, and that following a default by Licensee, the security deposit may be retained by District and applied to future damages pending determination of the same. If Licensee is not in default at the expiration or termination of this License, after the District conducts an inspection, the District shall return the unused balance of the security deposit to Licensee after Licensee vacates the District's property.

5. **SEAWORTHINESS**. The District may require, on seven (7) days' written notice, a demonstration of the Vessel's operability to the satisfaction of the Harbormaster or the Harbormaster's designee. Licensee's failure to prove operability of the Vessel to the satisfaction of the Harbormaster or the Harbormaster's designee, shall be justification for the District to terminate this License upon 30 days' written notice to Licensee.
6. **USE OF ASSIGNED MOORAGE**.
 - A. Use of an assigned mooring or anchorage is restricted to a single Vessel only. A dinghy or small boat up to twelve (12) feet in length can also be kept at the moorage for transpiration to shore and back.
 - B. No trash or other debris may be stored on deck.
 - C. If a mooring licensee received three (3) or more written ordinance violation notices, the Harbormaster may cancel the mooring license without notice.
7. **TRANSFER REQUEST**: If a vessel requests a transfer from their assigned mooring/anchorage, a process fee as published in the District Rate and Fees Schedule shall be assessed. The fee may be waived by the Harbormaster if based on safety.
8. **LIEN FOR SERVICES**. Fees and charges owed to the District for mooring or anchorage or other services provided by the District constitute a lien upon the Vessel. The District may foreclose on its lien, including selling the Vessel at a public auction, as provided by law.
9. **NO BAILMENT**. This License is for use of an assigned mooring/anchorage. This License does not create a bailment of the Vessel, its equipment or personal effects or of any vehicle.
10. **COMPLIANCE WITH LAWS**. Licensee shall comply with all laws, including but not limited to District ordinances, rules, regulations, and guidelines, relating to or affecting the condition and use of its Vessel and District property. Licensee understands and agrees that its failure to comply with any such law shall be a material breach of this License and may give rise to termination pursuant to Section 13 of this License.

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

11. **CONDITION OF THE DISTRICT OWNED MOORINGS.** Licensee accepts the assigned mooring in its current "AS IS" condition, without representation or warranty, express or implied, and hereby acknowledges and agrees that District shall have no obligation to repair, maintain or improve the assigned mooring or any District property.
12. **WAIVER, INDEMNIFICATION AND ASSUMPTION OF RISK.** Licensee, as a material part of the consideration to be rendered to District, acknowledges and agrees that District facilities are used at the user's sole risk, and that District shall not be responsible for or liable to Licensee or Licensee's invitees for loss or damage to any property, including vehicles or vessels, in or about the District property from any cause whatsoever. Accordingly, to the fullest extent allowed by law, Licensee hereby waives all rights against the District, the District Board of Harbor Commissioners and its officers, employees and agents (collectively, "District Parties"), and releases the District Parties from any and all losses relating to any injury, accident or death of any person or theft, loss or damage to any property, including vehicles or vessels, in or about the District property from any cause whatsoever. The District Parties shall not be liable under any circumstances for any consequential, incidental or punitive damages. Licensee agrees to hold harmless, indemnify, and if requested, defend, the District Parties, from any and all liabilities, injuries, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind (collectively, "Claims") arising directly or indirectly arising out of (a) any injury to or death of any person, including but not limited to Licensee's invitees, or damage to or destruction of any property occurring in, on or about the District property, or any part thereof, or the approaches thereto from any cause whatsoever, (b) any failure by Licensee or its Invitees in the observance or performance of any of the terms, covenants or conditions of this License, or (c) the use, occupancy or condition of the District property or the activities therein or the approaches thereto by Licensee or Licensee's invitees. This Indemnity shall be enforceable regardless of the active, concurrent or passive negligence of any of the District Parties, and regardless of whether liability without fault is imposed or sought to be imposed on any of the District Parties. This Indemnity shall be enforceable except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this License. This Indemnity shall exclude Claims resulting solely and exclusively from the willful misconduct of the District Parties which is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Licensee or Licensee's invitees. The foregoing provision is an allocation of risks whereby Licensee agrees to look solely to Licensee's own insurer as to risks associated with use of the District property and its berthing and other facilities. The foregoing obligation of Licensee includes indemnification from all loss and liability, including attorneys' and

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

consultants' fees, court costs, investigation and remediation costs, all other reasonable costs and expenses incurred by the District Parties, damages for decrease in the value of the District property, and Claims for damages or decreases in the value of adjoining property. The provisions of this Section shall survive the expiration or earlier termination of this License. Licensee understands and expressly accepts and assumes the risk that any facts concerning any and all Claims released in this License might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in this License shall remain effective. Therefore, with respect to all Claims released in this License, Licensee waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Licensee specifically acknowledges and confirms the validity of the release made above and the fact that Licensee was represented by counsel who explained the consequences of the release at the time this License agreement was made, or that Licensee had the opportunity to consult with counsel but declined to do so.

Licensee initials

- 13.** INSURANCE. Licensee shall maintain throughout the Term, at Licensee's expense, a minimum coverage of Five Hundred Thousand (\$500,000) marine liability and Three Hundred Thousand dollars (\$300,000) vessel pollution liability, i and general liability. The policy must contain a cross-liability clause, shall name as additional insureds by written endorsement the "San Mateo County Harbor District, the San Mateo County Harbor District Board of Commissioners, and their officers, directors, employees and agents," who shall be primary and non-contributory to any other insurance available to the additional insureds with respect to claims arising under this License, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the company's liability. Licensee shall deliver certificates of insurance, additional insured policy endorsements and waiver of subrogation endorsements in a form satisfactory to and at the direction of the Harbormaster on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Licensee shall promptly furnish District with a complete copy of any insurance policy required hereunder. Licensee shall also maintain, at Licensee's expense, any additional insurance coverage which in Licensee's own judgment may be necessary for the Vessel's protection.

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

Vessels without proof of valid insurance pursuant to this paragraph shall pay a fine of \$150.00 per month for failure to maintain valid insurance. This fine is not an insurance policy and in no way insures the vessel, its owners, and assigns for any and all damages, if any.

14. DEFAULT; TERMINATION.

- A. Curable Default. The occurrence of any one or more of the following events shall constitute a default by Licensee: (i) Failure by Licensee to pay and keep current any fees or charges due or (ii) Failure to comply with any other provision of this License within seven (7) calendar days of notice in writing by the Harbormaster of such non-compliance, including failure to provide adequate proof of insurance in the amounts required by this License.
- B. Failure to Cure. Upon Licensee's failure to cure during the prescribed cure period, this License shall terminate, and Licensee shall immediately vacate District property and discontinue its use of District facilities.

15. DISTRICT'S REMEDIES UPON TERMINATION OR EXPIRATION. Upon expiration of the Term or upon earlier termination pursuant to this License, Licensee shall immediately vacate District property and discontinue its use of District facilities. The District may take any and all action to enforce Licensee's obligations. Licensee shall indemnify District from and against any and all loss or liability resulting from Licensee's delay in vacating the District property. If Licensee does not remove the Vessel immediately upon termination or expiration without timely renewal of this License, no new license is created nor shall be implied; provided, however, that Licensee shall pay all applicable fees for use of District facilities and services. District shall have the following remedies in its sole discretion: (i) remove the Vessel to any location of the District's choice, in which case Licensee shall be liable for costs of storage and other costs incurred by District; and (ii) commence the lien sale process. If the District moves Licensee's Vessel, as to such relocation and during the period of storage and final disposition, all indemnity and exculpatory clauses of this License pertaining to Licensee and the Vessel, including but not limited to Sections 11 and 20, shall continue in effect and inure to the benefit of District and its agents. Without any prior notice, District may elect to retain or dispose of Licensee's personal property, other than his or her Vessel and any other property not subject to the District's lien, that Licensee does not remove from District property prior to the expiration or earlier termination of this License. These items shall be deemed abandoned. District may retain, store, remove, and sell or otherwise dispose of abandoned property, and Licensee waives all Claims against District for any damages resulting from District's retention, removal and disposition of such property; provided, however, that Licensee shall be liable to District for all costs incurred in storing, removing and disposing of abandoned property and repairing any damage to the District property resulting from such removal. Licensee agrees that District may elect to sell abandoned property and offset against the sales proceeds District's

San Mateo County Harbor District MOORING/ANCHORAGE LICENSE

storage, removal, and disposition costs without notice to Licensee. Licensee hereby waives the benefits of California Civil Code Section 1993 et seq., to the extent applicable.

- 16. TIME OF ESSENCE.** Time is of the essence in performance of the obligations set forth in this License.
- 17. NO WAIVER.** Failure to enforce any terms or conditions of this License shall not act as a waiver against enforcement of those same terms and conditions or any other provisions of this License.
- 18. REMEDIES CUMULATIVE; SEVERABILITY.** All exhibits and schedules are incorporated in this License by reference. All remedies available under this License are cumulative and not exclusive. The terms and conditions of this License are independent and the failure of one or several shall not invalidate the entire License.
- 19. ENTIRE AGREEMENT.** This License constitutes the entire agreement between the parties, and the terms and conditions cannot be varied except in writing signed by the parties. Licensee expressly agrees and acknowledges that no officer, director, or employee of District is authorized to offer or promise, nor is District required to honor, any offered or promised concession, abatement, or any other form of monetary consideration without a written agreement executed by District.
- 20. APPLICABLE LAWS.** This License shall be construed and enforced according to the federal maritime laws of the United States and, where applicable, according to the laws of the State of California and the Ordinance Code of the San Mateo County Harbor District. Venue for any action shall be in the County of San Mateo.
- 21. NON-LIABILITY OF DISTRICT OFFICIALS, EMPLOYEES AND AGENTS.** No elective or appointive board, commission, member, officer, employee or other agent of District shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by District or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of District under this License or otherwise.
- 22. ATTORNEYS' FEES.** If either party commences an action against the other or a dispute arises under this License, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of District shall be based on the fees regularly charged by private attorneys in the San Francisco Bay Area with comparable experience notwithstanding District's use of its own attorneys.

San Mateo County Harbor District
MOORING/ANCHORAGE LICENSE

- 23. WAIVER OF RELOCATION.** Licensee hereby waives any and all rights, benefits or privileges of the California Relocation Assistance Law, California Government Code §§ 7260 et seq., or under any similar law, statute or ordinance now or hereafter in effect, to the extent allowed under applicable Law.
- 24. MISCELLANEOUS PROVISIONS.**
- A. This License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters addressed. In addition, each party has been represented by experienced and knowledgeable legal counsel, or has had the opportunity to consult with counsel. Accordingly, the provisions of this License must be construed as a whole according to their common meaning in order to achieve the intents and purposes of the parties, without any presumption (including a presumption under California Civil Code § 1654) against the party responsible for drafting any part of this License.
- B. Successors. The terms, covenants, agreements, and conditions set forth in this License shall bind and inure to the benefit of District and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns.
- C. Survival of Indemnities. Termination or expiration of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, the ability to collect any sums due, nor shall it affect any provision of this License that expressly states it shall survive termination or expiration hereof.
- D. Relationship of the Parties. District is not, and none of the provisions in this License shall be deemed to render District, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder. This License does not create a relationship between District and Licensee other than that of licensor and licensee. This License is not intended, nor shall it be construed to create any third-party beneficiary rights in any third party, unless otherwise expressly provided.
- 25. NOTICES.** All notices required under this License shall be provided to the Vessel and by e-mail and postal mail to the address provided above.
- 26. TERMINATION OF EXISTING LICENSE.** Notwithstanding the provisions of any existing moorage/anchorage agreement to which Licensee is a party to the contrary (the "Existing License"), if any, the Existing License shall terminate effective as of 12:00 midnight on the date immediately preceding the Commencement Date of this License; provided, however, that Licensee shall not be relieved of any of its obligations under the Existing License accruing prior to such termination of the

**San Mateo County Harbor District
MOORING/ANCHORAGE LICENSE**

Existing License and any indemnification and other obligations that survive expiration or termination of the Existing License shall continue as provided in the Existing License.

27. **PUBLIC RECORD.** This License is a public record subject to disclosure under the California Public Records Act. Please initial below if you wish to waive your privacy rights to the personal information contained in this License.

Yes, I authorize the District to disclose my personal residence address, phone, and e-mail information listed in this form to any member of the public upon request. I acknowledge that the District may still disclose any personal information if the District, in its sole direction, determines that disclosure is required by law.

Licensee: _____

28. **PUBLIC TRUST.** The Licensee hereto acknowledges 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 License is subject to District's obligation, as trustee, with respect to the Premises, as such obligation has been, or may in the future be, further defined or described under California law. Notwithstanding anything to the contrary, express or implied in this License, this License is subject and subordinate to that certain grant of lands from the State to San Mateo County Harbor District pursuant to Stats. 1960, first Extraordinary Session, Chapter 68, effective July 7, 1960.
29. **POSSESSORY INTEREST TAX.** This License is a non-possessory privilege to enter and use the Harbor District property and Licensee acknowledges that in the event this License creates a possessory interest in public property, which subjects the Owner and the Owner's property to taxation, the obligation to pay such tax, if any, shall be the sole obligation of Licensee.

Signatures on the following page:

**San Mateo County Harbor District
MOORING/ANCHORAGE LICENSE**

Vessel: _____.

Owner: _____.

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

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

Licensee¹: _____
Print Name

Signature
Date signed: _____

San Mateo County Harbor District:
Harbor Master: _____
Print Name
Signature: _____
Harbormaster
Date _____

¹ Obtain signature from each owner. Attach additional signature pages as needed.