

SACRAMENTO MARINA BERTH LICENSE AGREEMENT

THIS AGREEMENT dated _____, is made by and between THE CITY OF SACRAMENTO, a municipal corporation (“City”), and

_____ (“Licensee”).

1. City grants to Licensee a revocable license to use a berth at the Sacramento Marina (“the Marina”), subject to the terms and conditions of this Agreement. This license is granted based upon the information set forth in the Application for Berth submitted by Licensee to the City, a copy of which is attached hereto and incorporated herein by reference.
2. The term of this License shall be month-to-month.
3. Licensee agrees that a license fee of \$_____ is due and payable in advance on the first day of each month. Licensee agrees that said berth license fee is subject to change effective thirty (30) days after approval by resolution of the Sacramento City Council. Licensee agrees that all other charges arising from Licensee’s use of the Sacramento Marina are due, owing, and payable upon written notice thereof, mailed by the City to the Licensee, at Licensee’s address on file at the Marina.
4. _____ Licensee agrees that all such fees and charges shall become delinquent on the tenth day after payment is due. If any payment is delinquent as provided herein, Licensee agrees that a 10% late payment charge will be added to the outstanding balance; provided, however, one or more delinquent payments may result in the issuance of a 30-day notice of termination and termination of the berth license agreement. To avoid your delinquent account being referred to the City of Sacramento Enforcement and Collections office (and/or a collection agency) and incurring additional collection fees, payment must be received when due.
5. Pursuant to Section 502 of the Harbors and Navigation Code of the State of California, the City shall have a possessory lien on the vessel identified in the attached Application for any delinquent License Fees and charges payable under this Agreement and any other charges for storage, supplies, and services furnished in connection with the vessel. The lien may be foreclosed in the manner provided by law if such fees and charges are not paid when due.
6. Licensee agrees that no vessel other than the one in the attached application shall use the berth for which this license is issued without prior written permission from the City. Licensee agrees to keep such vessel currently registered and numbered as provided by the laws of the State of California or any other state, or documented under the laws of the United States.
7. Licensee hereby acknowledges having received and read the Sacramento Marina and Special Use Areas Ordinance and the book of Sacramento Marina Rules and Regulations and agrees to obey all the provisions therein, as well as all regulations promulgated thereunder.
8. Licensee acknowledges that the City shall have full authority in the interpretation and enforcement of all Rules and Regulations pertaining to the Marina, and Licensee agrees to obey all orders of the Director issued in the performance of their duties. Licensee agrees that the Director may take such action and impose such charges to Licensee’s vessel as may be necessary for any work or services or for any storage or safekeeping performed for prevention of damage, pollution, sinking or to prevent the vessel from becoming a ménage to navigation.
9. _____ Licensee agrees that this license may be terminated by either party upon thirty (30) days written notice to the other party.

10. Licensee, by entering into this agreement, agrees to use the facility of the Sacramento Marina at Licensee's own and sole risk. Licensee agrees the City of Sacramento shall not in any manner be liable to any vessels or person for any occurrence arising out of the breach of any condition of this or any other license agreement relating to berthing of vessels in the Sacramento Marina. Licensee further agrees to indemnify and hold harmless the City of Sacramento, its officers, agents, and employees from any and all costs, expense, injury or damage to any property occurring or in any manner arising out of the use of the Sacramento Marina by Licensee, or the use of operation of Licensee's vessel therein.
11. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by City of any performance by Licensee after the time the same shall have become due shall not constitute a waiver by City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by City in writing. The receipt and acceptance by City of delinquent monthly license fees shall constitute only a waiver of timely payment of the particular payment involved.
12. The possessory interest created under this berth license agreement is subject to property taxation and Licensee shall be subject to payment of property taxes levied in the possessory interest by the County of Sacramento.
13. This agreement together with the application attached hereto constitutes the entire agreement between the parties and supersedes and cancels any prior agreements or understandings, whether written or oral. This agreement can only be modified by a written amendment executed by both parties.
14. If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, City and Licensee have executed this Lease as of the day and year first above written.

CITY OF SACRAMENTO,
A municipal corporation

LICENSEE:

By: _____
Director
