



LEED CERTIFIED MARINA

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APPLICATION AND MARITIME CONTRACT FOR PRIVATE WHARFAGE
SUN HARBOR MARINA

Name of Vessel Owner(s): Note: Vessel may be owned by no more than two owners.

Co-Owner (If Any):

Owner's Mailing Address:

Owner's Driver License No.: Owner's Social Security No.:

Slip Number:

Vessel Name:

Length: Beam: Draft:

Make: Hull No.: Year:

CF OR DOCUMENTATION NUMBER:

Dinghy Information.: (Length) (Beam) (Color)

Type (Circle One): Hard Bottom/Inflatable

Check one: [ ] Power, Single Screw [ ] Power, Twin Screw Gas/Diesel
[ ] Sail Rigging (Circle One)

Previous Mooring Location Bank Reference: (Name/Branch)

Owner's Telephone Number (Home) (Work) (Cell)

Term of Contract: Month-to-Month

Fees/Deposits: Wharfage Fees Prorated for First Month \$
Subsequent Monthly Wharfage Fee \$
Security Deposit \$
Key Deposit \$



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Monthly Fee for Approved Live Aboard\* \$ \_\_\_\_\_

(\*Living Aboard Does Not Create Residential Tenancy and Is Not Permitted Without Marina Permission and Execution of a Live Aboard Agreement)

Identify Holders of Mortgage & Other Liens Against Vessel \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

Vessel Insured By: \_\_\_\_\_ (Insurance Co. Name)

Insurance Agent: \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

This Maritime Contract for Private Wharfage (the "Agreement") is executed this \_\_\_ day of \_\_\_\_\_, 201\_\_, between Sun Harbor Marina Partnership, dba Sun Harbor Marina (the "Marina") and the Owner(s) identified above, and whose signature(s) appears below. This Agreement does not become effective or enforceable until Owner's application has been approved and this Agreement has been executed by an authorized Marina representative. It is understood and agreed this Agreement is a *commercial contract* and does not create a bailment or a residential landlord-tenant relationship. The terms of this Agreement appear herein, and the attached Contract For Private Wharfage - Additional Terms, and in the Rules and Regulations, all of which are integral parts of the Agreement and are fully incorporated herein. It is understood that this Agreement specifies rights and obligations of the parties to this Agreement, and that it contains important term, including ones limiting the Marina's liability or exonerating it from liability. By signing below Owner affirms he/she is legally permitted and authorized by all owners of the above described Vessel (the "Vessel") to enter into this Agreement for their benefit and the benefit of the above Vessel. Owner shall signify by signing where indicated below that he/she has received a complete copy of this Agreement, has read it and agrees to abide by all its terms. In addition, for the convenience of vessel owners, copies of this Agreement are available at the Marina Office upon request by the Owner.

In the event the Vessel is owned by a corporation or other business entity rather than a single individual, the person whose signature appears below denotes he or she agrees to be held personally and severally liable, together with such business entity, for satisfaction of the duties of the Owner and Vessel hereunder, including but not limited to the obligations pertaining to payment of wharfage and other fees.

Dated: \_\_\_\_\_, 201\_\_ \_\_\_\_\_  
Vessel Owner's Signature

Dated: \_\_\_\_\_, 201\_\_ \_\_\_\_\_  
Authorized Marina Representative

Credit Card Use Authorization: I, the undersigned, hereby authorize on a standing (ongoing)



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basis Sun Harbor Marina's authorized representative to charge to the following credit card any and all charges/fees which are due and have not been received by the 10th calendar day of any month in which such charges/fees are due, and I further agree to indemnify, defend and hold the Marina harmless from and against any liability that arises or might arise in connection with the Marina's use or attempted use of such credit card for the above stated purpose, and I further represent that the following information is true and correct and that I will immediately inform the Marina Manager in the event any such information changes: \_\_\_\_\_ (Type of Credit Card); \_\_\_\_\_ (Expiration Date); \_\_\_\_\_ (Name As It Appears on Card); \_\_\_\_\_ (Credit Card Number); \_\_\_\_\_ (3 Digit Security Number On Card). Except by express advance permission of the Marina or as provided for herein, Owner may not use a credit card to pay ongoing wharfage fee or other obligations.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Credit Card Holder/Owner