

Ventura West Marina Transient Vessel Agreement



Arrival Date _____

Departure Date _____

PERSONAL INFORMATION

Owner Name _____ New Guest () Repeat Guest ()

Home Address _____

City _____ State _____ Zip _____

Email address _____ Driver's License # _____

Phone (h) _____ (cell) _____

YACHT INFORMATION

Make of Boat _____ Year _____ LOA _____

Name of Boat _____ Beam _____ Draft _____

CF or Doc # _____ Permanently Moored at _____

Shore Power requirement () 30 amp (\$3 pr/day) () 50 amp (\$6 pr/day) () Dual 30 amp (\$6 pr/day)

Do you have any partners in the ownership of this vessel? (If yes, list names, address & phone number)

Partner 1 _____

Partner 2 _____

INSURANCE INFORMATION

Insurance Company _____ Policy # _____

This Transient Vessel Wharfage Agreement (the "Agreement") is entered into on _____, between the vessel described above hereto (the "Vessel") and her owner or legally authorized operator or Master on the one hand ("Owner"), and TBBW Company, dba Ventura West Marina Phase I or Oceans West Marina dba Ventura West Marina Phase II (the "Marina") on the other hand. No Vessel other than the one identified above may occupy space at the Marina under this Agreement. The person executing this Transient Wharfage Agreement as "Owner" by such act affirmatively represents that he/she is lawfully entitled to enter into this Agreement and bind the vessel and all her owners to the below terms.

IT IS AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. **General.** Owner desires temporary vessel accommodations at the Marina, and provided payment and all other terms herein are complied with, the Marina is amenable to providing such accommodations.

2. **Incorporation By Reference.** This Agreement incorporates by this reference, as though full set forth herein: (1) all definitions, terms and conditions contained in the current wharfage contract executed by the owners of non-transient vessels located in Marina slips, a copy of which shall upon request be provided to Owner; (2) Marina Rules and Regulations, a copy of which is included with this agreement and (3) all requirements mandated by state or federal statute, regulation or ordinance. Permission to locate the Vessel at the Marina is contingent upon Owner's compliance with all terms herein and in the incorporated documents, statutes, regulations and ordinances.

In the event any term appearing in this Agreement conflicts or is inconsistent with any term appearing in any incorporated document, this Agreement shall control as to such term(s), and in such event all remaining terms in the incorporated documents shall remain fully binding and enforceable.

3. **Space Assignment.** The Marina hereby assigns to Owner a temporary slip for Owner's exclusive use in connection with the Vessel described in the attached Transient Vessel Information Form hereto during the term of this Agreement. Owner agrees and acknowledges that the Marina shall have the right, in its sole discretion, at all times during the term of the Agreement, to reassign to Owner a different slip upon 24 hours advance notice. Owner further agrees that Marina shall have the right, in the event of emergency or operational necessity, to immediately, and without prior notice to Owner, relocate Owner's Vessel to another suitable slip.

4. **Wharfage and Other Fees.** Wharfage under this Agreement shall be calculated at the rate of \$_____ night commencing _____ and ending _____ and \$_____ per night for any mooring approved extension beyond the end date.

5. **Deposit/Advance Payment of Fees. Payment of transient vessel wharfage fees must be tendered in advance, in full, at the time of execution of this Agreement.** In addition, the Marina reserves the right to require payment of a security deposit, the amount of which shall be within the Marina's sole discretion. If a security deposit is required and tendered, and no damage to Marina property has occurred attributable to the Vessel or anyone associated with her, and no fees remain unpaid, this security deposit shall be returned to Owner within 30 days following the Vessel's departure without deduction or interest. If a deposit is received, the Marina may without notice use all or any portion of it to satisfy wharfage fee arrearages. Sums payable for wharfage services and for the security deposit must be tendered by acceptable bank check prior to or at the time the Vessel is located at the Marina.

6. **Marina Exoneration From Liability.** Owner understands and agrees that he or she and his or her guests, agents and invitees use the Marina premises at their sole risk. It is understood and agreed it is the intention of the parties that *under no circumstances, unless occasioned by the Marina's gross negligence or willful misconduct (which shall not be presumed and must be affirmatively established), shall the Marina or its employees, owners, agents or officers be held liable for any personal injury, property damage, death or other harm sustained by Owner or his guests at any time while they are on any part of the Marina's premises. Owner agrees to indemnify, protect and defend the Marina from and against all such actual or potential liabilities and claims.* Should the Owner wish to remove the liability exoneration requirement specified in this paragraph, the Marina shall do so and instead agree to limit its liability to a maximum of \$25,000.00 (rather than an exoneration from liability), provided Owner pays a transient wharfage rate equal to twice the current rate. Should the Owner elect to do so, he or she shall indicate this preference by placing his or her initials or signature adjacent to this paragraph.

7. **Check out** time is 12 noon.

8. **Security.** The Marina provides no security protection and assumes no responsibility whatever for the personal safety of Owner or his/her guests, or for the safety of any vessels or their appurtenances. Any security provided is solely for the protection of the Marina's property.

9. **Term and Termination of Agreement.** *Owner may not maintain his Vessel at the Marina beyond the date specified above. Owner may elect to remove his/her Vessel prior to the anticipated departure date reflected on the Transient Vessel Information Form, but in such event wharfage charges through the end of effective period of this Agreement shall nevertheless remain fully due and owing, notwithstanding such early departure. The Marina further reserves the right to terminate this Agreement for any reason or for no reason upon 24 hours advance notice to the Owner. If the Marina elects to terminate this Agreement prior to the date specified above, and Owner is not in breach of this Agreement at the time, the Marina shall refund to Owner a sum equal to the number of days remaining in the term specified in the multiplied by the current daily transient vessel wharfage rate. Notice of termination shall be regarded as effectively provided upon: (1) notification by the Marina to the Owner or anyone aboard the Vessel with apparent authority to be aboard, orally or in writing, of the termination; or (2) delivery on board the Vessel of written notice of termination. Owner understands and agrees that effective on the second day following notice of termination of this Agreement, if the Vessel has not departed, wharfage shall be charged at the rate of \$10.00 per foot per day, and that notwithstanding such charge and/or payment of such charge, the Marina may regard the vessel as a trespasser and assert its legal remedies accordingly.*

If the Vessel remains at the Marina beyond the End Date specified above, she will be regarded as a trespasser and will be subject to arrest by the United States Marshal pursuant to an Order of the United States District Court. Additionally, if the Vessel remains beyond the specified End Date, Owner agrees the Marina may, without liability of any kind and at Owner's sole risk and expense, move the vessel to another location either in the water or on land, and secure or disable her there in any manner the Marina alone deems effective and reasonable under the circumstances. It is agreed that if the Marina retains legal counsel to enforce any obligation reflected in this Agreement, Owner shall reimburse the Marina upon demand for all legal fees so incurred. If legal action is instituted by either party, it is agreed that the prevailing party shall be entitled to recover all reasonable attorneys' fees and expenses, and other costs of suit. It is further agreed that, notwithstanding any non-statutory authority to the contrary, provided the Vessel is not encumbered by any senior maritime lien, legal fees incurred by the Marina shall for all purposes be deemed to be part of its maritime lien, and hence recoverable not only against the Owner, but also directly against the Vessel in a vessel arrest or other action. It is understood that the Marina shall be free, notwithstanding any contrary provision in any incorporated document, to seek the arrest of the Vessel or to pursue any other action at law, in equity or in admiralty, if for any reason the Vessel is not removed by the specified Date Out, if wharfage fees due are not fully and timely paid, or upon the occurrence of any other breach of this maritime contract.

Owner further agrees that, in the event that wharfage fees are unpaid and the marina submits an application for lien sale to the California Department of Motor Vehicles pursuant to provisions in the Harbors & Navigation Code, owner agrees not to protest, deny or oppose in any way the process for lien sale and hereby waives any right to do so.

By executing this Agreement below, the parties confirm and acknowledge they have read and understand the foregoing, and that they agree to all terms appearing herein and in the incorporated documents including the provided Rules and Regulations of Ventura West Marina.

 Owner _____
 Date

 Marina Manager or Authorized Representative _____
 Date

FOR OFFICE USE ONLY - RENTAL INFORMATION

() PHASE 1 () PHASE 2 - SLIP # ASSIGNED _____

Keys Issued _____ C.I. _____ B.I. _____

Date	Amount Paid	Check #/Credit Card	For Nights of:

Notes: _____

