



MOORING PERMIT APPLICATION

PERSONAL INFORMATION: Please Print or Type

Mooring Owner Name(s):* _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Physical Address (if different): _____
City: _____ State: _____ Zip: _____
Primary Phone: _____ Secondary phone: _____
Email: _____ Billing Preference: By U.S. Mail By Email

*Must match vessel registration/documentation

VESSEL INFORMATION:

Boat Name: _____ Length: _____ Draft: _____ Beam: _____
Is vessel name displayed on vessel? Yes No Location of name: _____
Is official number displayed on vessel in accordance with applicable regulations? Yes No
Vessel Type: Commercial Fishing Sail Power/Motor
Previous Homeport: _____ Previous Homeport Account History/In
Good Standing? Yes No Outstanding balance, if any: _____
CF/DOC#: _____ Make: _____ Hull ID: _____
Hull Material: _____ Hull color/trim: _____ Fuel Capacity: _____ Fuel Type: _____
Vessel is equipped with all required State and Federal safety equipment: Yes No
Vessel Condition: Excellent Good Fair Poor Photos attached? Yes No
Vessel able to operate under its own power? Yes No Date last in the water: _____
Vessel Insurance? Yes No Insurance Company: _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Relationship: _____
Primary Phone: _____ Secondary Phone: _____ Email: _____

BENEFICIARY INFORMATION:

Name: _____ Relationship: _____
Primary Phone: _____ Secondary Phone: _____ Email: _____

I HAVE READ, UNDERSTAND AND FULLY AGREE TO THE TERMS AND CONDITIONS OF THE ATTACHED MOORING AGREEMENT:

SIGNATURE: _____ Date: _____

SIGNATURE: _____ Date: _____

For office use: Received by: _____ Mooring # _____
Copy of valid Driver's License Copy of current registration/documentation Date _____
Deposit \$ _____ Prepayment \$ _____ Effective date of charges _____
Transfer fee collected Bill of Sale Provided Approved/Denied by: _____

PORT SAN LUIS HARBOR DISTRICT MOORING PERMIT

Upon execution by the District, the District shall permit Owner to moor the vessel ("Vessel"), named in the accompanying Application, in a mooring space ("Mooring Space") as designated by an authorized agent of the District. The District reserves the right to move or reassign a mooring space at any time.

NOTICE: In accordance with its responsibility under California Revenue and Taxation Code Section 107.6, the District advises Applicant and Owner that by accepting this Permit, they may be creating a property interest which is subject to property taxation and that the party or parties who use the mooring space or with whom the possessory interest is otherwise vested, may have to pay property taxes on such interest. By signing this agreement applicant agrees to follow all federal, state, county and local laws including, but not limited to, all laws applicable to disposal of liquid and solid wastes.

AGREEMENT

To enable the Port San Luis Harbor District ("District") to provide mooring spaces in Port San Luis ("Port") at the then current rates, I, the undersigned vessel owner agrees as follows:

1. **COMPLIANCE WITH MOORING AND WATER USE REGULATIONS:** I have been provided a copy and have read and fully understand the District's Mooring and Water Use Regulations [Chapter 16 of the Code of Ordinances] and hereby agree to abide by all provisions contained therein, as though fully set forth in this Agreement.
Initial _____ Initial _____

2. **SUNKEN AND ABANDONED VESSELS:** The owner of any vessel or moored facility which sinks within the state tidelands, becomes beached on District lands, or is placed on District lands without first securing written permission from the District to do so, shall have the vessel immediately removed, as conditions allow, at his or her sole expense. Owner shall be held responsible for any property damage, injury, or loss of life caused by said vessel or facility while it is in a sunken, abandoned, or disabled condition.
Initial _____ Initial _____

3. **FEES; PAYMENT:** I agree to pay the District a fee based on the then applicable Fee Schedule established by the District in Chapter 4 of the Code of Ordinances. The Fee Schedule is subject to change by the District at its discretion. I shall pay the appropriate fee in advance on a quarterly or annual basis. I understand that paying quarterly or annually in advance shall not prevent the District from reassigning the mooring space or from revoking this Permit under any District Ordinance. However, if this Permit is revoked, I will receive a refund of any advance payments not earned, prorated monthly, less any other sums I may owe to the District. Prior to final removal of the Vessel from the mooring space, I agree to pay all amounts that are due to the District, or to any District concessionaires, including, without limitation, any moorage charges.
Initial _____ Initial _____

4. COLLECTION; LIEN: I agree that the terms of this Agreement are subject to District's Code of Ordinance regarding imposition and collection of fees. I understand that my property may be subject to a lien in favor of the District to satisfy any amounts owed to the District under the Boaters Lien Law (Harbors & Navigation code Section 500-509). Under the Boaters Lien Law, the District may sell the Vessel to satisfy any overdue claim or liability. Initial _____ Initial _____

5. PERMISSION TO BOARD: I grant to the District and its authorized representatives permission to board my Vessel at any time to attach lines or otherwise secure the Vessel if the District, in its sole discretion, determines that my Vessel is endangered or is endangering another craft or other property. Initial _____ Initial _____

6. MAINTENANCE: It shall be the sole responsibility of Owner(s) to maintain and repair the mooring assemblies and all equipment related to the mooring to ensure that, at all times, they are in a safe and workable condition and in compliance with the specifications set forth in the District's Code of Ordinances, as amended from time to time. District may from time to time inspect the mooring assemblies and component parts. Such inspection, however, shall be solely for the District's purposes and shall not be relied upon by Owner(s). Nothing in this paragraph shall be construed, nor shall the actions or inspections authorized herein shall be deemed, to be the District's express or implied approval of the mooring assembly or its condition, nor shall it create any maintenance or repair obligation on the part of District or alter the Owner(s)' maintenance and repair responsibilities for this Permit. In the event Owner(s) fail to maintain or make necessary repairs within ten (10) business days after written notice of a deficiency is mailed or personally delivered to Owner(s) at the address written provided herein, this Permit shall automatically terminate and all of Owner(s) right, title and interest shall terminate. Initial _____ Initial _____

7. ANNUAL MOORING INSPECTIONS: At permit holder's expense, the District will conduct an annual mooring inspection. The cost of the inspection and any repairs required by the District are the responsibility of the permit holder and are set forth in Chapter 4 of the Code of Ordinances. Mooring inspections shall be accomplished by zone pursuant to the Water Use Plan and according to the following:

MOORING INSPECTION SCHEDULE

| | | | |
|--------|-----------|---------|----------|
| Zone 1 | May | Zone 6 | November |
| Zone 2 | June | Zone 7 | December |
| Zone 3 | July | Zone 8 | January |
| Zone 4 | September | Zone 9 | February |
| Zone 5 | October | Zone 10 | April |

Initial _____ Initial _____

8. NON-TRANSFERABLE: I agree that while I may own the mooring (chains, lines and buoys), I do not own the mooring space to which the Vessel is assigned or any other mooring space in the Port. I may not sell, sublet, assign or otherwise transfer my mooring space, except as allowed by the District under its Code of Ordinances as currently or hereafter adopted. Initial _____ Initial _____

9. REVOCATION: I agree to abide by all of the Ordinances of the District as currently or hereafter adopted. I understand that failure to comply with the terms of this Permit, or non-payment of mooring fees, or non-use of mooring, or any such violation of District Ordinances will give the District the right to revoke this Permit. Upon revocation of my Permit, I must remove my mooring and vessel from the mooring space. Initial _____ Initial _____

10. ASSUMPTION OF RISK; RELEASE: Owner(s) understand and acknowledge that Port San Luis Harbor is an open-ocean harbor and fully exposed to southerly storms, which are often severe. It is important that vessel owners have the ability to check their mooring connections and vessel condition often. Owner(s) further acknowledge that any ocean mooring and/or anchorage, including that at Port San Luis, can be dangerous and carries inherent risks to person and property. Among those risks are damage to person or property arising from or related to rock pinnacles, underwater rock formations, storms, ocean swells, ocean waves, wind, marine mammals (sea lions), proximity to other vessels and permanent or temporary structures, and the control and maintenance of other vessels and mooring assemblies by third parties. There are other risks not listed. Owner(s) have not relied upon the District for any assessment of the inherent risks, but have independently evaluated all risks and reached a determination to and hereby do assume, to the fullest extent allowed by law, all of those risks with respect to any type of injury or damage, including death or personal injury or damage to property and release District from any and all liability for damages from any cause whatsoever. Owner(s) further acknowledge that their use of the mooring is entirely voluntary and that there are other alternatives to use of the District's moorings. Initial _____ Initial _____

11. HOLD HARMLESS: Owner(s), to the fullest extent allowed by law, hereby and forever waive any and all future claims against the District, its board members, employees, agents, representatives, successors and assigns, including, without limitation, claims for death, personal injury or property damage, arising from or in relation to the Owner(s) use of the subject mooring or the exercise of any rights granted hereunder. This waiver includes, without limitation, death, injury or damage resulting from weather, sea conditions, swells, waves, wind, marine mammals (sea lions), negligent acts of the District or its employees, negligent or willful acts of third parties, collision, or Acts of God. Further, Owner(s), to the fullest extent allowed by law, shall indemnify, defend and hold harmless District, its board members, employees, agents and representatives from and against any and all claims, disputes, controversies or causes of action arising from or related to use of the subject mooring or the exercise of rights granted hereunder including, but not limited to death, personal injury or property damage caused by Vessel to District property or third parties. Initial _____ Initial _____

12. INTERPRETATION; SURVIVAL: Nothing in this Permit shall limit the immunity of the District, its agents or representative under State or Federal law. If any provision of this Permit is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall remain in effect following any termination or revocation of this Permit.
Initial _____ Initial _____

I HAVE CAREFULLY READ THIS MOORING PERMIT AND AGREEMENT AND REPRESENT THAT THE INFORMATION SUPPLIED IN THIS APPLICATION IS TRUE AND CORRECT. I FURTHER UNDERSTAND THAT THIS PERMIT CREATES LEGAL OBLIGATIONS TO WHICH I AM BOUND.

ACCEPTED BY OWNER(S):

Name: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

ACCEPTED BY DISTRICT:

Name: _____

Title: _____

Signature: _____

Date: _____

Rev. Oct. 2019

Z:\Organization-Wide Documents\FORMS\Mooring & Boating Forms\Mooring Permit Application