



**Moss Landing Harbor District**

7881 Sandholdt Road  
Moss Landing, CA 95039  
831.633.2461  
831-633-4537 fax  
[www.mosslandingharbor.dst.ca.us](http://www.mosslandingharbor.dst.ca.us)

- TEMPORARY
- ASSIGNED
- PENDING
- COMMERCIAL STATUS
- TRANSIENT

**APPLICATION FOR BERTHING-NON LIVEBOARDS**

NAME OF APPLICANT(S) \_\_\_\_\_ Date \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EMPLOYER NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

(if not employed, source of income)

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

NAME OF LEGAL OWNER \_\_\_\_\_

IN CASE OF EMERGENCY CONTACT NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL \_\_\_\_\_

Permission is requested to berth the vessel described below in the Moss Landing Harbor subject to the terms of the Moss Landing Harbor District Ordinance Code and pages 2 and 3 attached.

NAME OF VESSEL \_\_\_\_\_ HULL MATERIAL \_\_\_\_\_

VESSEL REG./DOC. NO. \_\_\_\_\_ HOME PORT \_\_\_\_\_

LENGTH OF VESSEL (Total over water including bowsprit, pulpit, boarding step) \_\_\_\_\_

BEAM \_\_\_\_\_ DRAFT \_\_\_\_\_ TYPE OF VESSEL \_\_\_\_\_

By signing this Application, Applicant represents and warrants to the Moss Landing Harbor District that they foregoing information is complete and accurate, Applicant will comply with all laws applicable to the Moss Landing Harbor District including, but not limited to the Moss Landing Harbor District Ordinance Code. Applicant shall give the Moss Landing Harbor District written notice of any changes in the above information immediately upon the occurrence of any such change. The District can increase fees in accordance with Vessel's true length if the above data is incorrect. Applicant authorizes the Moss Landing Harbor District to check the Applicant's credit history. If the report is negative, a berthing permit may not be issued.

**No person shall live aboard any vessel in the Harbor without a permit to live aboard and payment of all applicable fees.** BILLING INFORMATION: Berthing fees are due and payable in advance and can be viewed online by visiting [www.mosslandingharbor.dst.ca.us](http://www.mosslandingharbor.dst.ca.us) and registering with E-Com billing. Accounts not paid when the vessel leaves the Harbor are doubled, and a fee of twenty-five (\$25) dollars is added. Overdue Accounts are collected by a collection agency.

(applicant signature) **By** \_\_\_\_\_

**AUTHORIZATION**

District hereby grants to Applicant, authorization to berth a Vessel at Berth \_\_\_\_\_ beginning on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, and continuing thereafter until terminated pursuant to the terms of the Authorization attached as pages 2 and 3.

BERTH EFFECTIVE DATE \_\_\_\_\_ INITIAL MONTHLY BERTHING FEE \_\_\_\_\_

BERTH NO. \_\_\_\_\_ AMOUNT OF FEE PAID \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_ AMOUNT OF SECURITY DEPOSIT PAID \_\_\_\_\_

TERMINATION DATE \_\_\_\_\_ DAILY/MONTHLY RATE \_\_\_\_\_

KEY DEPOSIT \_\_\_\_\_ TOTAL AMOUNT PAID \_\_\_\_\_

DATE \_\_\_\_\_ APPROVED BY \_\_\_\_\_

Moss Landing Harbor District

## TERMS OF AUTHORIZATION

1. **Right to Use.** During the term of this Authorization, Applicant shall also have the non-exclusive right to use adjacent floats, docks, gangways, lighting, fresh water, power outlets, vehicle parking spaces, and restrooms owned by District, subject to such reasonable charges for using any one or more of the same as District may choose to assess.
2. **Berthing Fees.** Applicant shall pay to District berthing fees, and a security deposit per the Ordinance Code Rate & Fee Schedule which may be applied to unpaid rent. Said rate may be modified by District from time to time in accordance with Moss Landing Harbor District Ordinance Code. Fees are payable in advance.
3. **Late Payment.** In accepting this Authorization, Applicant agrees to the penalty for late payment as provided for in Chapter 20 of Moss Landing Harbor District Ordinance Code. Late fees are added to accounts not paid by 5 pm on the 5<sup>th</sup> of each month.
4. **Conditions of Use.** Applicant shall perform and comply with each and every term and condition of this Authorization and District Ordinance Code as amended from time to time. Permits are not transferable except as provided by District Ordinance Code.
  - a. **Use:** Applicant shall not cause or permit the Berth to be used other than for berthing of the Vessel. Applicant shall not live aboard the vessel without obtaining a live-aboard permit from District.
  - b. **Securing Vessel:** At all times while the Vessel is berthed at the Harbor, Applicant shall cause it to be safely and properly secured in a manner acceptable to the District. If District deems it necessary to resecure the Vessel for any reason, Applicant shall pay District a reasonable service charge for doing so plus the cost of all materials used therefore. However, District does not assume and shall have no responsibility whatsoever for the safety of the Vessel, and shall not be liable for fire, theft, or any damage to the Vessel, its equipment, or any property in or on the Vessel, by reason of District's decision either to resecure the Vessel or not to resecure the Vessel, except only any such damage as is caused by District's willful injury or sole, gross and active negligence in resecuring the Vessel.
  - c. **Condition of Berth:** Applicant hereby acknowledges that Applicant has inspected the Berth and those portions of the Harbor associated with the Berth including, without limitation, the floats, walks, gangways, and ramps adjacent to the Berth, knows the condition of same, hereby accepts the Berth in such condition "as is", and acknowledges that no statement or representation as to the condition of any of the same has been made by the District.
  - d. **Guests:** All guests, invitees and hired personnel of Applicant shall conform their activities to the requirements of this Authorization. Applicant is responsible for the actions of applicant's guests, invitees, hired personal, agents, & employees.
  - e. **Change of Berth:** District reserves the right to reassign Applicant to a different Berth within the Harbor at any time to facilitate management of the Harbor, and District shall not be liable to Applicant by reason of requiring such reassignment.
  - f. **Assignment and Permits:** Applicant hereby acknowledges the Berth is issued to the individual and not the Vessel and is not transferable. The District shall have the right, for its own account and not the account of the Applicant, to relet a vacant Berth during periods of Applicant's absence. See Section 6.024 and 6.060 of MLHD Ordinance Code.
  - g. **Regulations and Laws:** Applicant at all time shall comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of federal, state and local governments as well as MLHD and the officers, boards, agencies, and departments thereof relating to the use of the Berth and activities within the Harbor. Applicant hereby acknowledges receipt of a copy of an extract of MLHD Ordinance Code and agrees to comply with the MLHD Ordinance Code as the same may be changed from time to time. District reserves the right to add to otherwise modify its Ordinances and rules and regulations.
  - h. **Utilities:** Power outlets, where provided, are limited to one electrical connection per Berth. All connections must meet the requirements of Section 6.100, MLHD Ordinance Code. Applicant will not open, make change to, or attempt to repair any electrical dock-side power outlet. Potable water, where provided, is from a limited supply. Applicant agrees to disconnect hoses after use. Water hoses are a hazard on piers and walkways, and are to be removed when not in actual use. Washing of vehicles or other items is prohibited on District Property.
  - i. Only minor maintenance on less than 25% of deck length is allowed in slips.
  - j. All boaters are required to use oil-absorbing materials in their bilges and it is recommended that they be recycled at the pump-out facility. (Free replacement oil absorbent pads available at oil recycling facility or at the Harbormaster's office.)
  - k. Use of emulsifiers and detergents are prohibited on oil spills; unattended open containers of paints and other maintenance supplies on the docks are prohibited; trays under potted plants are required
  - l. **Best Management Practices** are encouraged, including waiting 90 days after applying hull paints before cleaning hull; using environmentally friendly bonding materials, regularly scheduling maintenance of your vessel, using divers who use least abrasive pads for type of growth being removed.
  - m. All liquid waste shall be disposed of only in approved manner and in approved containers such as oil recycling, bilge and holding tank pumpout facilities. Contact the Harbor office for other liquid disposal sites.
5. **Liability of Parties.**
  - a. **Waiver of Claims:** Applicant hereby waives any and all claims of liability against District, including but not limited to its Board of Commissioners, agents and employees, (hereinafter referred to as "Indemnities"), for any personal injury to or death of Applicant and/or any member of Applicant's family, and/or guests, agents, or employees, or for damage to or destruction of property, including, without limitation, the Vessel, occurring in or about the Harbor, arising from any cause whatsoever other than the sole, gross and active negligence or willful misconduct of District.

- b. **Indemnification:** In addition to the foregoing, Applicant shall indemnify, defend and hold harmless the Indemnities from and against any and all damage, loss, and expense, including but not limited to attorney's fees and costs and expenses of litigation, resulting from or arising out of any act or omission of Applicant or its agents, employees, invitees, or anyone else for whom Applicant may be responsible or connected with Applicant.
- c. **Specific Disclaimers:** Without in any way limiting the generality of the foregoing provisions, District shall specifically have no liability or responsibility for the conditions of the shore and the bottom, the availability of ingress to or egress from the waters of the Monterey Bay or the Harbor, the conditions of the jetties and entrance channel leading to the Harbor, or damages caused to the Vessel by such conditions.
6. **Termination:** This authorization may be terminated only as provided in this paragraph 6.
- a. **Ten Day Notice:** This Authorization may be terminated at any time by either party for any reason whatsoever upon giving the other party not less than ten (10) days notice as required by Section 6.028, MLHD Ordinance Code.
- b. **Transfer of Vessel:** Applicant shall be entitled to transfer all or any part of its right, title or interest in the Vessel to any other party or parties. However, Applicant must promptly inform District in the event Applicant desires to continue using the Berth for berthing a different boat. The Berth remains the obligation of Applicant until such time as Applicant terminates in writing as provided in a. above. The Berth is not included in any sale, transfer, or lease of Vessel.
- c. **Breach of Authorization:** If Applicant fails to abide by or perform any of the terms, conditions, and promises as set forth in this Authorization to be abided by or performed by Applicant, or if Applicant fails to inform District of any changes in the information set forth in the Application for Berthing, District, without waiving any other rights or remedies it may have under this Authorization or at law, may immediately terminate this Authorization upon giving Applicant written notice of termination.
- d. **Destruction of Berth:** This Authorization may be terminated by either party upon destruction of the Berth by situation, or upon destruction of the walkways or gangways adjacent thereto by reason of fire, storm, or any other cause; provided that, in the event a suitable berth for the Vessel is available elsewhere in the Harbor at the time of such termination, District shall offer Applicant an opportunity to enter into an Authorization respecting such berth. The termination of this Authorization shall not relieve Applicant of any obligation or liability which arose or accrued prior to such termination.
7. **Surrender.** Upon termination of this Authorization, Applicant shall remove the Vessel from the Berth, shall remove all other personal property belonging to Applicant or in Applicant's care, custody or control, and shall surrender the Berth to District together with all keys to the Harbor in as good condition as existed as of the date of this Authorization subject to reasonable wear and tear. If the Vessel remains in the berth after termination, the vessel shall be deemed abandoned and shall be subject to disposition as an abandoned vessel.
8. **Remedies for Default.** If Applicant fails to pay Berth fees or any other charges to be paid by Applicant or in the event of any other default or breach under this Authorization by Applicant, District may, at its option, pursue any and all rights and remedies it may have under this Authorization and at law, including without limitation, the right to take possession and control of and remove and store the Vessel at Applicant's expense for the purpose of perfecting and executing upon District's statutory lien rights in the Vessel.
9. **Relationship of Parties.** This Authorization is a license and creates the relationship of licensor and licensee. This Authorization shall not be deemed to be a lease or rental agreement, or to create a landlord-tenant relationship between District and Applicant.
10. **No Waiver.** The acceptance by District of late or partial berthing fees or other delays or omissions by District in enforcing any terms of this Authorization shall not constitute a waiver of District's rights under this Authorization or at law.
11. **Attorney's Fees.** In the event any legal action is instituted by either party hereto against the other party to enforce or interpret any provision of this Authorization or to collect damages, fees, or costs, the prevailing party shall be entitled to recover all costs of litigation, including without limitation, reasonable attorneys' fees incurred in connection with such action, whether or not such action, whether or not such action is prosecuted to final judgment.
12. **Notice.** Except as otherwise provided herein, any notice or communication given pursuant to this Authorization shall be in writing and may be delivered personally or sent by first class mail to the party's address shown on the Application for Berthing.
13. **General.**
- a. **Joint and Several Liability:** If Applicant consists of more than one person, then the obligations of each said person as Applicant including but not limited to the indemnification provisions of Paragraph 5 above, shall be joint and several.
- b. **Time of Essence:** Time is of the essence of this Authorization and each and every provision hereof.
- c. **Entire Authorization:** This Authorization constitutes the entire Authorization between the parties hereto with respect to the subject matter hereof, and terminates and supersedes as of the date hereof any prior agreement(s) between the parties, written or oral. Any subsequent modification of this Authorization shall be in writing and signed by both parties.
- d. **California Law:** This Authorization shall be construed and interpreted in accordance with the laws of the State of California.
- e. **Property Tax:** This Authorization may create a promissory interest subject to property taxation, which will be the responsibility of Applicant.