

## Addendum to Harbor Maritime Contract for Private Wharfage

This Addendum is incorporated into that certain Maritime Contract for Private Wharfage (“Wharfage Contract”) executed \_\_\_\_\_, 20\_\_\_\_ by and between Sun Harbor Marina Partnership (the “Marina”) and \_\_\_\_\_ (“Owner”). Unless expressly inconsistent with this Addendum, the Wharfage Contract and all of its terms and conditions shall remain in full force and effect and shall apply fully to this Addendum.

**Living-Aboard.** The Marina hereby consents to the individuals identified on Exhibit A living aboard the Vessel identified in the Wharfage Contract (the “Vessel), subject to the terms of this Addendum and the terms of the Wharfage Contract. Owner understands and agrees that living aboard is a privilege granted at the Marina’s option which may be revoked by the Marina at its discretion, as provided below. The Marina reserves the right to restrict the number of individuals who may live aboard a vessel and to set a minimum vessel size which may be considered for purposes of living aboard.

### **Living Aboard Does Not Give Rise to Residential Landlord-the Tenant Relationship/Right to Terminate Addendum or Wharfage Contract With or Without Cause.**

It is understood and agreed that the Wharfage Contract and this Addendum thereto collectively constitute a *commercial contract* only, and that living aboard the Vessel neither converts this commercial contracting into a residential lease, nor gives rise to any residential tenant rights whatever. Owner represents and warrants that he or she, and all persons identified in Exhibit A hereto, will have available to them for their immediate use a dwelling or other abode in which they can reside, in the event this Addendum or the Wharfage Contract is terminated. It is further understood and agreed that both of this Addendum and the Wharfage Contract may be terminated by either party, *with or without cause*, by simply providing 30 days advance notice to the other party, in the manner specified in the Wharfage Contract. Owner further understands and agrees that in addition to the Marina’s right to terminate this Addendum and/or the Wharfage Contract by providing 30 days advance notice, either may also be terminated immediately by the Marina in the event of any breach by the Owner of the terms or conditions of the Wharfage Contract or this Addendum.

**Fees.** In consideration of the Marina’s grant of permission to live a board of the Vessel, the Marina shall charge and invoice on a monthly basis, and the Owner shall pay, the fees set forth in Exhibit A hereto (the “Live Aboard Fee”). Such Live Aboard Fees are in addition to any and all other fees and charges due by the Owner to the Marina under the Wharfage contract or otherwise. The Marina may increase or decrease the Live Aboard Fee by providing 30 days advance written notice to the Owner, provided in the manner specified in the Wharfage Contract for the increase of other fees. Live Aboard Fees are due and payable at the same time as are fees due and payable under the Wharfage Contract.

**Children.** Owner represents the individuals designated to live aboard the Vessel in Exhibit A are adults, and Owner or represents and warrants that no persons under the age of 18 shall be permitted to resign or the Vessel.

**Sanitary Facilities.** Unless the Vessel is equipped with a holding tank(s) specifically designed for marine use that is entirely functional in all respects and configured so that waste cannot be discharged overboard, all persons living aboard the Vessel shall utilize the sanitary facilities maintained by the Marina. The discharge of sewage or other contaminants prohibited by law shall be cause for the immediate termination of this Addendum and the Wharfage Contract. If a holding tank is used, the Marina reserves the right to require the Owner to periodically deposit into holding tank(s) a dye tablet.

**Conduct.** Persons living aboard a Vessel shall at all times behave in a courteous, respectful, decorous and neighborly manner, and shall comply with all noise abatement and other applicable laws and regulations, including those contained in the Wharfage Contract and incorporated Rules and Regulations. Violations of these standards, or any behavior which in the Marina's sole view creates a disturbance or interferes with the peaceful enjoyment or safety of the Marina's other occupants, shall be grounds for termination immediately of this Addendum and/or the Wharfage Contract.

**Animals.** Except for fish, birds and other similar animals which are at all times maintained in some restraining device wholly within the interior of the boat, a liveaboard Owner shall not maintain any animals or pets within the Marina. Note: Liveaboards established prior to 12/31/2011 are permitted to keep their pets as documented in their Pet Policy Agreement, however replacement pets will not be permitted.

By signing below, the Owner confirms he/she has read, understands and agrees to be bound by all of the above terms and conditions, as well as those appearing in the incorporated Wharfage Contract and Rules and Regulations.

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_ Vessel Owner's Name Printed Signature

Dated: \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_ Authorized Marina Representative

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**Exhibit A**

Authorized Live Aboards

	<u>Live Aboard #1</u>	<u>Live Aboard #2</u>
Full Name:	_____	_____
Phone #:	_____	_____
Cal. DL#:	_____	_____
SS#:	_____	_____
Employer:	_____	_____
Address:	_____	_____
Address:	_____	_____
Bank Ref:	_____	_____
Acct. #:	_____	_____
Live Aboard Fee:	_____	_____