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ADDENDUM TO BERTH LICENSE AGREEMENT – LIVE ABOARD STATUS

SRM MARINA INVESTORS, LLC (the “Marina”) and _____ (the “Boat Owner”) (collectively the “Parties”) hereby agree to amend the terms of the Berth License Agreement, into which this Addendum is fully incorporated, as follows.

1. Provided that the Boat Owner abides with the terms herein and in the Berth License Agreement, the Marina shall grant to the Boat Owner the privilege of living aboard the Boat identified in the Berth License Agreement (the “Boat”), and no other vessel. The privilege to live aboard a boat is personal to the person(s) identified herein, and is not assignable or transferrable. Therefore, only the Boat Owner who executes this Addendum shall be permitted to live aboard the Boat, unless Marina authorizes one additional person to live aboard as evidenced by such person’s signature below. The Marina reserves the unfettered right to restrict the number of persons living aboard any boat.

2. The Boat Owner shall be permitted to live aboard Boat Owner’s Boat, in Berth #____. Marina requires a minimum 36’ boat, with a holding tank, for consideration of live aboard status. In addition to the License Fee specified in the Berth License Agreement and utility charges, Boat Owner shall pay a monthly live aboard fee in the amount of \$350.00 per month, without deduction, offset, prior notice or demand. The Marina may change the live aboard fee upon 30 or more days advance written notice to the Boat Owner. Boat Owner shall pay a late charge equal to ten (10%) percent on all amounts not paid when due, which charge shall be assessed on a monthly basis. Boat Owner shall also pay on demand an administrative fee in the amount of \$25.00 if for any reason a check tendered to the Marina by the Boat Owner is returned as nonnegotiable for any reason.

3. In the event Boat Owner sells Boat Owner’s Boat, Boat Owner shall inform the new owner that he, she or it has no rights pursuant to this Berth License Agreement and no right to keep the Boat at the Marina or to live aboard the Boat, unless the Marina first approves the new owner and he, she or it executes a Berth License Agreement and (if live aboard privileges are requested) an Addendum to Berth License Agreement - Live Aboard Status.

4. The Marina may require that the Boat be relocated to a different berth in Marina Village Yacht Harbor, after first providing the Boat Owner with at least 30 days’ prior notice. The Boat Owner shall, after receiving such notice, cause the Boat to be relocated to the berth designated in the notice, on the day specified therein.

5. This Addendum to Berth License Agreement - Live Aboard Status may be terminated by either Party by providing at least 30 days prior notice to the other Party of such termination. Notwithstanding the above, in the event of a breach of the Boat Owner’s duties hereunder or under the Berth License Agreement, the Marina may terminate the Berth License Agreement and this Addendum thereto in the manner specified in the Berth License Agreement.

6. The Parties agree that the Floating Home Residency Law (California Civil Code sections 800 *et seq.*) has and shall have no application to the Berth License Agreement or this Addendum thereto, as the Boat Owner represents the Boat has no permanent continuous hookup to a shore side sewage

system, and is not designed to be used as a stationary waterborne residential dwelling, and therefore is not a “floating home” as defined by that law.

7. The Parties acknowledge that this is a commercial contract. The central collective purpose of the Berth License Agreement and this Addendum thereto is the provision of wharfage or docking services, and not to create a residential tenancy of any kind, and therefore neither the Berth License Agreement nor this Addendum thereto shall under any circumstance be deemed to create a residential tenancy.

8. The Boat Owner understands that in the event of nonpayment for wharfage services rendered or commission of a maritime tort resulting in liability or loss by the Marina, the Marina shall (in addition to other available remedies at law and/or equity) be entitled to avail itself of all rights available in admiralty, including seizure of the Boat pursuant to an Order of the United States District Court for the Northern District of California, in order to satisfy the Marina’s maritime lien, and that in such event the U.S. Marshals will order ashore anyone found aboard the Boat (including live aboards), and that costs of arrest will be borne solely by Boat Owner.

9. Upon execution of this Addendum the Boat Owner shall provide evidence of insurance, as detailed in the Berth License Agreement.

10. Boat Owner shall not use, and shall prevent all aboard his/her Boat from using, any alcohol stove or oven while the Boat is located at the Marina’s premises.

11. Boat Owner shall not, without the prior written approval of the Marina, operate any business from his/her Boat while she is located at the Marina’s premises.

12. Boat Owner shall maintain an independent means for delivery of mail, such as a post office box, and shall not cause any mail addressed to him/her to be delivered in care of the Marina without the express prior written approval of the Marina.

13. The terms contained herein and in the Berth License Agreement accurately reflect the complete understanding of the Parties. They agree that any modifications thereto must be written and executed by both Parties in order to be effective.

_____ Date: _____
Boat Owner

_____ Date: _____
Boat Owner/Occupant

_____ Date: _____
Marina Manager or Authorized Representative