

SAN FRANCISCO MARINA SMALL CRAFT HARBOR
 Recreation and Park Department
 City and County of San Francisco
BERTHING LICENSE AGREEMENT

Account # _____

Date _____

PLEASE PRINT

Licensee Name	CF # or USCG REG. #	Initial Seniority Date: _____
Address	Boat Name	Berth Assignment: _____
City	Home Phone	Length
Occupation	Draft	Beam
Business Address	Hull Material	Power
City	Color: Hull	Sail
Licensee Email address:	Make of Engine	Superstructure
Emergency Contact Name, Address and Phone	Builder	Builder's Hull No.
Insurance Carrier	Gas	Diesel
Insurance Agent Name, Address and Phone	Radio Call	Owner's Auto Lic. No.

This agreement (this "License") is made day of _____, 20____ by _____ hereinafter called "Licensee" ("Licensee") and the Recreation and Park Department (the "Department") of the City and County of San Francisco, hereinafter called the "City" ("City"). City hereby grants Licensee a license to use a berth within the San Francisco Marina Small Craft Harbor ("Marina"). The initial berth assignment is set forth above. Berths may be reassigned by the Harbormaster in accordance with the Rules and Regulations (as defined in Section 4 below).

TERMS AND CONDITIONS

1. **Commencement; Term.** This License shall commence on _____, 20____, and shall continue for one year, unless terminated earlier under the Terms and Conditions of this License or in accordance with the Rules and Regulations. This License may be renewed for successive one year periods subject to and in accordance with the procedures set forth in the Rules and Regulations.
2. **Monthly Fee; Quarterly Payments.** Licensee agrees to pay City a monthly berthing fee of \$ _____ per month (\$ _____ per quarter), payable in advance in quarterly installments on the 1st day of January, April, July and October for use of berthing space. The berthing fee required under this License is delinquent if not received by the Department on the 15th day of each month specified. A delinquency charge of ten percent (10%) of the amount due in fees will be charged for berthing fees not received by the 15th day of each month specified. The berthing fee payable under this License may, at City's election, be increased from time to time upon an adoption of a new berthing fee schedule for the Marina by the Department and/or the San Francisco Board of Supervisors.
3. **Security Deposit.** Licensee shall provide to City a security deposit in the amount of \$ _____ upon execution of this License. The security deposit shall be held and applied or returned in accordance with the provisions of the Rules and Regulations.
4. **Compliance with Rules and Regulations.** Licensee agrees to comply with the Rules and Regulations and any subsequent amendments thereto and all ordinances of the City and County of San Francisco,

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relative to the operation of the Marina, and the Terms and Conditions attached to or included with this License. As used in this License, "Rules and Regulations" means the Rules and Regulations of the San Francisco Marina Small Craft Harbor, as amended from time to time. Copies of the current Rules and Regulations are available through the Marina office or can be found on the web.

5. Compliance with License and Rules and Regulations. Licensee agrees that Licensee and all of Licensee's guests, family, employees and agents shall comply with the terms and conditions of this License, including the Rules and Regulations.
6. No Bailment. This License is a license for use of assigned dockage space and associated Marina facilities. This License does not create a bailment of the vessel, its equipment and personal effects. If at any time keys are left with the Marina office for the convenience of Licensee, Licensee agrees that such will not constitute the assumption of a bailee relationship by City.
7. Use. Licensee's use of the licensed berth shall be restricted to the berthing of the above-described boat. **NO PERSON MAY LIVE ABOARD ANY VESSEL BERTHED IN THE MARINA.** Use of the vessel while berthed in the Marina for eating and sleeping shall be governed by the Rules and Regulations. The conduct of business activities from the licensed Berth is not permitted without the written approval of the Harbormaster and shall be subject to additional terms and conditions deemed appropriate by the Harbormaster.
8. Contractors and Visitors. Licensee shall be responsible for the conduct and control of all of Licensee's visitors, guests, agents, contractors, employees, hired personnel and other invitees while at the Marina. All contractors and other service providers shall report to the Harbormaster's Office upon entering the Marina and again before leaving. All work performed on vessels in the Marina shall be subject to the Rules and Regulations and such other rules and procedures as may be established by the Harbormaster from time to time.
9. Condition of Berth and Facilities. Licensee acknowledges that Licensee has inspected the assigned berth space and is satisfied that it is adequate for the safe and secure dockage of Licensee's vessel. Licensee shall immediately notify the Harbormaster of any observed dangerous condition requiring attention by the Department. Licensee shall not alter docks, pilings or any Marina facilities. There is no warranty of any kind as to the condition of the berths, floats, walks, gangways, ramps or mooring gear, or any other part of the Marina.
10. Waiver, Indemnification and Assumption of Risk. Licensee acknowledges and agrees that berthing space and Marina facilities are used at the user's sole risk, and that City shall not be responsible for or liable to Licensee or Licensee's guests, employees, contractors, invitees, or agents (collectively, "Licensee Parties") for loss or damage to any property, including vehicles or vessels, in or about the licensed berth or the Marina from any cause whatsoever. Accordingly, to the fullest extent allowed by law, Licensee hereby waives all rights against City and its boards, commissions, officers, employees and agents (collectively, "City Parties"), and releases such parties from, any and all losses relating to any injury, accident or death of any person or theft, loss or damage to any property, including vehicles or vessels, in or about the licensed berth or the Marina from any cause whatsoever. City shall not be liable under any circumstances for any consequential, incidental or punitive damages. Licensee agrees to defend, hold harmless and indemnify City and the City Parties, of and from any and all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description, directly or indirectly arising out of this License, the licensed berth, and any adjoining or abutting pier, dock, berth or waterway, and any activities of Licensee or the Licensee Parties thereon; all regardless of the active or passive negligence of City or the City Parties, except for such losses as are caused exclusively by the gross negligence or intentional wrongful acts and omissions of City or the City Parties. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and

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related costs and City's costs of investigating any loss. Licensee's obligations under this Section shall survive expiration or sooner termination of the License with respect to matters or losses occurring prior to such termination. The foregoing Section is an allocation of risks whereby Licensee agrees to look solely to Licensee's own insurer as to risks associated with use of the Marina and its berthing and other facilities.

11. Maintenance and Condition of Vessel. City assumes no responsibility or liability for the safe dockage and maintenance of the Licensee's vessel. Licensee shall be solely responsible for the proper operating condition of the vessel's equipment and for the size and condition of dock lines. Licensee agrees to maintain its vessel in a safe and seaworthy condition, and in no way a hazard to other vessels in the Marina, and to comply with the Rules and Regulations regarding vessel maintenance. The Harbormaster may dictate the kind of cleats, ropes, fenders, and other measures that must be used on vessels as a condition of use of the Marina.
12. Regulations and Laws. Licensee at all times shall comply with all applicable ordinances, laws, statutes, regulations and ruling relating to Licensee's use of the berthing space and activities in the Marina.
13. Damage to Other Vessels or Marina Facilities. Licensee shall be liable for damages caused to other vessels or to the Marina's docks, pilings, plumbing, wiring and other equipment, machinery or facilities caused by Licensee's vessel. This provision shall apply even in the event of a windstorm.
14. Right to Move or Secure Vessel. The Harbormaster is authorized to move Licensee's vessel in the circumstances and on the terms and conditions described in the Rules and Regulations.
15. Insurance. Licensee shall maintain insurance for its vessel during the term of this License, covering hull and machinery, and liability to others, in a form and amount specified in the Rules and Regulations, or if no such form and amount are specified, in a form and amount acceptable to City. Licensee shall provide a Certificate of Insurance to the Harbormaster at commencement of this License and annually upon renewal (if applicable), with an update at any time the insurance coverage is changed.
16. Taxes. This License is not intended in any manner whatsoever to transfer the burdens or benefits of property ownership from City to Licensee. Notwithstanding that intent, Licensee recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee shall pay all taxes which may be levied against any possessory interest right or against the boat, personal property and improvements located thereon. The assessment of a possessory interest tax on the use or occupancy of a berth on public property does not imply or confer property rights.
17. No Representations Regarding Security. While City may make reasonable efforts to control the entry of unauthorized persons into the Marina premises and on the docks, it is understood and agreed by the Licensee that City does not warrant that unauthorized persons will not board Licensee's vessel. Further, it is understood and agreed by the Licensee that City has no obligation to provide security for the parking area. Licensee agrees that City is not liable for premises or parking area security, including for the Department's own negligence, even in the event that the Marina provides some security services for premises or parking areas.
18. Termination. City shall have the right to terminate or cancel this License on the terms and conditions set forth in the Rules and Regulations.
19. Failure to Vacate Following Termination or Expiration. If Licensee has not removed its vessel within thirty (30) days after notice of termination of this License or after expiration of this License (provided this License has not been renewed in accordance with the provisions of the Rules and Regulations), then the berthing fee rate shall increase to the short term dock rate then applicable.

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20. Maritime Lien. In accordance with the provisions of Division 3, Chapter 2, of the Harbors and Navigation Code of the State of California, the charges for berthing fees or charges for service are liens upon a vessel. City may foreclose its maritime lien in accordance with the provisions of the Rules and Regulations or as otherwise provided by applicable law.
21. Costs of Collection or Enforcement. Licensee shall pay City all costs and expenses reasonably incurred by City in collecting sums due from Licensee under this License or in enforcing any terms of this License including, but not limited to, attorney's fees.
22. Change in Ownership or Registration. Licensee shall immediately notify the Harbormaster if the ownership or documentation/ registration of Licensee's vessel shall change. Except as otherwise provided in the Rules and Regulations, Licensee shall cause the vessel to be removed from the Marina upon change of ownership, unless a new License agreement is executed between City and the new owner.
23. Time of Essence. Time is of the essence in performance of the obligations set forth in this License.
24. No Waiver. Failure to enforce any terms or conditions of this License shall not act as a waiver against enforcement of those same terms and conditions or any other provisions of this License.
25. Remedies Cumulative; Severability. All remedies available under this License are cumulative and not exclusive. The terms and conditions of this License are independent and the failure of one or several shall not invalidate the entire License.
26. Entire Agreement. This License constitutes the entire agreement between the parties, and the terms and conditions can not be varied except in writing signed by the parties.
27. Applicable Laws. This License shall be construed and enforced according to the federal maritime laws of the United States and, where applicable, according to the laws of the State of California and the Charter of the City and County of San Francisco. Venue for any action shall be in the City and County of San Francisco.
28. Non-Liability of City Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of City shall be personally liable to Licensee, its successors and assigns, in the event of any default or breach by City or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of City under this License or otherwise.
29. Attorneys' Fees. If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof and for purposes of the indemnifications set forth herein, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience notwithstanding City's use of its own attorneys.
30. Relationship of Parties. This License does not create a relationship City and the Licensee other than that of licensor and licensee.
31. Sunshine Ordinance and Public Records Law. The City's Sunshine Ordinance (San Francisco Administrative Code Chapter 67) and the State Public Records Law (Government Code Section 6250 et seq.) apply to this Permit and any and all records, information, and materials submitted to City in connection with this Permit. Accordingly, any and all such records, information and materials may be subject to public disclosure in accordance with the City's Sunshine Ordinance and the State Public Records Law.
32. Storage. If Licensee's vessel is removed and stored as permitted by this License or the Rules and Regulations, during the period of such storage all exculpatory clauses pertaining to Licensee and the

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vessel shall continue in effect and inure to the benefit of City and to the persons or entity who have removed and stored the vessel after removal from the Marina.

33. Notices; Change of Address. All notices required to be given to Licensee hereunder shall be considered given to Licensee by depositing the same in the United States mail, postage prepaid, and addressed to Licensee at the last given mailing address on file with the Harbormaster, except as otherwise provided in the Rules and Regulations. Licensee agrees to notify the Harbormaster within ten (10) days of any change of mailing address.
34. Termination of Existing License. Notwithstanding the provisions of any existing berthing agreement to which Licensee is a party to the contrary (the "Existing License"), if any, the Existing License shall terminate effective as of 12:00 midnight on the date immediately preceding the date the term of this License commences; provided, however, that Licensee shall not be relieved of any of its obligations under the Existing License accruing prior to such termination of the Existing License and any indemnification obligations under the Existing License shall survive the termination of the Existing License with regard to events occurring prior to such termination.

****This form is a public record subject to disclosure under the California Public Records Act. If you have provided personal contact information on this form, please check below if you wish to waive your privacy rights in this information.***

Yes, I authorize the City to disclose my personal residence address, phone, and e-mail information listed in this form to any member of the public upon request.

LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ AND UNDERSTOOD ALL THE TERMS AND CONDITIONS ON ALL PAGES OF THIS LICENSE AND AGREES TO ABIDE THEREWITH.

Licensee Signature _____

Printed Name _____ Date _____

Harbormaster's Signature _____

Printed Name _____ Date _____

INITIALS: _____



Insurance Requirements

Certificate of Insurance Must List the Following:

1. Liability Coverage: Minimum coverage of \$500,000 including Fuel Spill*
2. SF Marina listed as additional insured:
City of San Francisco Marina Small
Craft Harbor
1 Marina Green Drive
San Francisco, CA 94123
3. Hull coverage for the value of the vessel

*For those berth holders who do not have the minimum Liability Coverage of \$500,000 including Fuel Spill because their vessel is covered by an Umbrella Policy, a Protection and Indemnity Clause is necessary on the policy. Protection and Indemnity Insurance (P&I) is liability coverage for watercraft. It is a type of mutual maritime insurance. It protects the insured from liabilities, bodily injury and/or property damage due to the use and/or ownership of the insured vessel. Where a marine insurance provides "hull and machinery" coverage, P&I covers open-ended risks.

SF Marina Rules & Regulations: Section 13-E:

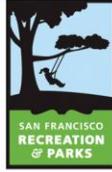
Insurance Requirement: The owner shall procure and keep in effect insurance for his/her vessel covering hull replacement and general liability. Hull value will be based on the National Automobile Dealers Association (NADA) or similar for the marine industry. The amount of liability coverage will be a minimum of \$500,000, including fuel spill liability. The City will be named as additionally insured for liability coverage, and such policy shall be endorsed to provide waiver of subrogation rights and to provide written notice of cancellation to the City.

The insurance shall be in form and substance satisfactory to the Harbormaster and shall be placed with responsible underwriters, which have an assigned policyholder's rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of the "Best's Key Rating Guide", and which are currently authorized by the Insurance Commissioner to transact business in the State of California.

The owner shall deliver to the Harbormaster certificates of insurance and additional insured policy endorsement from insurers in a form reasonably satisfactory to the Harbormaster, evidencing the coverage required hereunder promptly upon the Harbormaster's request, and shall provide the Harbormaster with certificates thereafter at least thirty (30) calendar days before the expiration dates of expiring policies.

Any vessel found not to have proof of valid insurance coverage, as specified in this Section of





Daniel Lurie, Mayor

Kat Anderson, Commission President
Philip A. Ginsburg, General Manager

the Rules and Regulations, will be given seven (7) calendar days to provide proof of compliance, and if proof of coverage is not provided within such period, the berthing license will be automatically cancelled. The owner shall also procure and maintain, at his/her own cost and expenses, any additional kinds of insurance which in his/her own judgment may be necessary for vessel's protection





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Kat Anderson, Commission President
Philip A. Ginsburg, General Manager

Statement of Ownership

LICENSEE:

I, _____, am the Licensee of Slip # _____, in the San Francisco Marina and am an owner of the vessel bearing number (CF/DOC) _____, named _____.

My percentage of ownership in this vessel is _____%, which is greater than or equal to that of my partner(s). Subject vessel was purchased by Licensee on _____ (date).

The vessel is registered in the name(s) of:

which is/are a (check one): ___ general partnership, ___ limited partnership, ___ corporation, ___ limited liability company or ___ other (please specify) _____. My percentage ownership in this vessel is _____%, which is greater than or equal to that of my co-owner(s). Subject vessel was purchased by or transferred to the current owner on _____ (date).

Additional registered owner(s) of the subject vessel is/are as follows (up to two partners may be listed):

Name:	Name:
Percentage of Ownership:	Percentage of Ownership:
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Phone:	Phone:
Email:	Email:

Initial _____ I am attaching to this form the current vessel registration or USCG documentation for the subject vessel which includes the names of all partners listed above. I understand that only persons listed on the current vessel registration or USCG documentation for the subject vessel will be recognized as partners under the SF Marina Rules.

Initial _____ As the Licensee of record for Slip # _____, I assume full responsibility for all co-owners of subject vessel in all matters relating to the berthing license, all slip occupation privileges, and SF Marina facility privileges enjoyed thereunder.

Initial _____ I acknowledge that I will be held solely responsible for: payment of all fees and penalties related to this license, compliance with all terms of this license, compliance with all laws, rules, policies and regulations regarding the mooring and operation of subject vessel within the SF Marina, including, but not limited to, the Rules and Regulations of the SF Marina as





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adopted by the Recreation and Park Commission and any subsequent amendments thereto.

Initial _____ I understand that only I, _____, as the original applicant and Licensee of record, am assigned to and have any rights to Slip # _____.

Initial _____ I will notify the Harbor Master of changes to any of the information contained in the Statement of Ownership, including the dissolution of the partnership(s) or any change in the percentage of ownership of subject vessel, within five (5) business days from the date of any such change. I understand that failure to notify the Harbor Master of such a change within this time period can result in cancellation of this berthing license.

Initial _____ I agree to provide the Harbor Master with any necessary documents to provide verification of the percentage(s) of ownership in the subject vessel.

Initial _____ I understand that under the Rules and Regulations of the SF Marina, if I make any gift, sale, assignment or transfer of (a) my interest in the vessel, or (b) my interest in the partnership, corporation, or other legal entity that holds title to the vessel, then the berthing license shall be cancelled and no attempt to transfer the right to use the assigned berth to another person or persons (including remaining partners and/or stockholders), or to another partnership, corporation or other legal entity shall be given any effect by the Harbor Master. The only exceptions to this rule are transfers to spouses, registered domestic partners and partners to the extent specifically allowed under the Rules and Regulations of the SF Marina, and the one-time transfer to qualified Wait List applicants in accordance with the terms and conditions of **Section 7.H.3.ii** of the Rules and Regulations of the SF Marina. Nothing herein prohibits the transfer of my interest in the vessel if the berthing license has been or is being transferred by the vessel owner to a new vessel of proper size, acquired by the owner and registered in the owner's name, in accordance with the terms and conditions of **Section 7.H.3.i** of the Rules and Regulations of the SF Marina.

Initial _____ I understand that under the Rules and Regulations of the SF Marina, I may transfer the berthing license to any of the original partners with notice of no less than five (5) business days and payment of an administrative fee.

Initial _____ I acknowledge that this Statement of Ownership is a matter of public record and may be requested by the public. Copies of this document may be sent to Federal and State agencies such as: Internal Revenue Service, United States Coast Guard-Documentation Division California Franchise Tax Board, California Board of Equalization, California Department of Motor Vehicles, San Francisco County Tax Assessor-Marine and Aircraft Division.

I, _____ (Licensee) solemnly swear, under penalty of perjury, that the above statements are true and correct.



Daniel Lurie, Mayor



Kat Anderson, Commission President
Philip A. Ginsburg, General Manager

Signed at _____ (City/County), _____ (State)
on _____ (Date).

Signature of Licensee _____





San Francisco Marina Small Craft Harbor

Vessel Draft Limitation Agreement

Berth # _____

_____ Vessel draft limit recommendation was provided to me prior to accepting the berth.
Initials

_____ I understand that the sediment is constantly moving, there may not be switching
and/or relocation due to draft constraints. Relocation to another berth is by the
Initials Harbormaster's approval only; SECTION 2. A-C.

_____ The San Francisco Marina is not responsible for any maintenance or damage that
occurs to vessel due to draft constraints.*
Initials

*Rules & Regulations, Section 28. A-E.

_____ I understand that there may be extremely low tides annually which may impact
the draft of vessel.
Initials

_____ It is my responsibility to understand the draft limitation provided to me by the
San Francisco Marina.
Initials

_____ I have been provided a copy of the Rules and Regulations and understand it is my
responsibility to comply.
Initials

_____ Print Name Signature Date

_____ Staff Signature



Daniel Lurie, Mayor



Kat Anderson, Commission President
Philip A. Ginsburg, General Manager

Vessel Length Overall Statement

Berth Number: _____

Berth Holder's Name:

Vessel Registration or USCG Documentation Number:

Length overall of the vessel, including any affixed overhangs (i.e. pulpit, anchor, davits, outboard engine, etc.):

Feet: _____ **Inches:** _____ **Beam:** _____

Marina Rules & Regulations Section 7-E:

Conforming to Berth Length: Berthing of a vessel the size of which is greater than that of the berth assigned to the berth holder is not permitted. Owners will ensure that no part of the vessel (i.e. pulpit, anchor, davits, outboard engine, etc.) overhangs the pontoon, jetty or quay, or extends into the navigational fairways of the Marina. Vessel length is measured from bow to stern, actual length as it sits in the berth. Vessel length will not exceed the length of the finger pier.

I understand that, at the discretion of the Harbor Master, vessels may be measured at any time and should a discrepancy be discovered, my Berthing License is subject to immediate cancellation or modification without recourse.

Signature: _____ **Date:** _____



Daniel Lurie, Mayor



Kat Anderson, Commission President
Philip A. Ginsburg, General Manager

BERTH CONTACT AUTHORIZATION FORM

Berth Number: _____

Berth Holder's Name: _____

I, _____, hereby authorize the following person/business to communicate with the San Francisco Marina regarding my berth. I understand that any individual listed below will be authorized to receive sensitive account information including but not limited to:

- Financial and billing details
- Current vessel information
- Current tenant contact information
- Marina related incidents and violations

I further understand that I will still need to authorize ,via phone or email, any person/ business listed below to act on my behalf regarding sensitive account activities such as key pick-up and parking permit issuance. This authorization shall expire upon termination of the berthing agreement or by my written request to terminate access to any person/business listed below.

Name	Phone Number	Email	Relation

(Only 4 contacts allowed outside of emergency contact)

Signature: _____ Date: _____



WHAT IS A REGISTERED MARINA PARTNER?	PRIMARY BERTH HOLDER (PBH)	REGISTERED MARINA PARTNER (RMP)	MORE INFO
PERSONAL AND SENSITIVE INFORMATION ACCESS	PBH has all access and authority to make changes to personal and sensitive information. Including but not limited to billing information, contact information, vessel information, and account history.	Has access to all personal and sensitive information. Any and all account changes must have Primary Berth Holder authorization. <i>RMP can change own personal information without authorization.</i>	PHB is allowed up to two (2) RMP's. Required completed Registered Marina Partner Paperwork is required within 30 calendar days of bringing in a new vessel. After 30 day the PBH cannot change or add new partners. Partners can be removed at any time at PBH's discretion.
BERTHING LICENSES AND RENEWALS	The following documents are valid only if signed by PBH: berthing licenses, berthing license renewals, notifications OF transfer or termination to the harbor master, and office regarding account changes.	Cannot sign berthing licenses, berthing license renewals, notifications of transfer or termination to the harbor master. Can request account changes, must be authorized by PBH.	
SUPPORTING DOCUMENTATION	PBH must be on registration/documentation either named as an individual person or through affiliation to an LLC*. PBH does not have to be named on insurance, it must only match the registered vessel on file. <u>All PBHs must have valid photo ID on file.</u>	RMP must be on registration/documentation either named as an individual person or through affiliation to an LLC*. RMP does not have to be named on insurance, it must only match the registered vessel on file. <u>All RMPs must have valid photo ID on file.</u>	The PBH is responsible for keeping all documentation current and ensuring all supporting documents correspond with the registered vessel on file. ALL PARTNERS MUST BE LISTED ON THE VESSELS REGISTRATION/ DOCUMENTATION.
KEYS	PBH can purchase keys, exchange damaged or obsolete keys, request key fobs to be turned off, and request temporary keys for guests and vendors.	RMP can purchase keys, exchange damaged or obsolete keys, and request temporary keys for guests and vendors. RMP can only request key fobs assigned to them to be shut off.	
BILLING, FEES, PAYMENTS, AND DELINQUENCIES	Is legally responsible for all billing, fees, payments, and delinquencies. Payments do not need to come directly from PBH, but PBH is solely responsible ensuring timely payments and any payments due to delinquency.	RMP can make payments and can receive invoices if authorized by berth holder. RMP is not legally responsible for any billing, fees, payments, or delinquencies.	The San Francisco Marina has no liason with the Tax Assessors office. Tax obligations and payments are soley between the PBH, RMP(s), other financial partners and the CCSF Tax Assessors Office.
DEATH	PBH's spouse/registered domestic partner and RMPs are the only individuals who have rights to the PBH's slip in the event of death of the PBH.	Can receive berth in the event of the PBH. If PBH is still	Upon death of PBH, offspring, next of kin, attorney-in-fact, estates, part owners, financial partners, etc. do not have rights to thre berth. <u>Only spouses/registered domestic partners and RPM's have rights to the deceased PBH's berth.</u>
BERTH TRANSFERS	PBH must have a seniority date of 4/19/2012 or earlier in order to complete a berth transfer (sell vessel with berth). If PBH's seniority date is after, they can only transfer the berth to a RMP.	Can receive berth through berth transfer.	Spouse/Domestic Partners cannot have berth transferred to them, only in the event of PBH death. Berth transfers between partners require only an admin fee.



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REGISTERED PARTNER

I, _____, am the Partner of _____ who is the Licensee of Slip # _____ in the SF Marina. We together own the vessel bearing number (CF/DOC) _____, named _____. My percentage of ownership in this vessel is _____%, which is equal to or less than that of my partner(s). Subject boat was purchased on _____ (date).

My personal information is as follows:

Name:	Business Name:
Percentage of Ownership:	Percentage of Ownership:
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Phone:	Phone:
Email:	Email:

Initial _____ I understand that in order to be recognized as a partner under the SF Marina Rules, my name must be on the current vessel registration or USCG vessel documentation for the subject vessel.

Initial _____ As the partner of _____, who is the Licensee of Slip # _____, I understand that they assumes full responsibility for myself and any other co-owners of subject vessel in all matters relating to the berthing license, all slip occupation privileges, and SF Marina facility privileges enjoyed thereunder

Initial _____ I acknowledge that the Licensee will be held fully responsible by the Harbor Master for compliance with all terms of this license, compliance with all laws, rules, policies and regulations regarding the mooring and operation of subject vessel within the SF Marina, including, but not limited to, the Rules and Regulations of the SF Marina as adopted by the Recreation and Park Commission and any subsequent amendments thereto.

Initial _____ I understand and agree that only the Licensee, as the original applicant and Licensee of record, is assigned to and registered for Slip # _____.

Initial _____ I understand that all notices regarding the subject vessel and berthing license will





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Philip A. Ginsburg, General Manager

be sent to the Licensee of record only, and SF Marina staff are not required to communicate with me in matters relating to the subject license or vessel.

Initial _____ I understand that, should I cause any violations of the SF Marina Rules, this berthing license may be canceled.

Initial _____ I acknowledge that this Statement of Ownership is a matter of public record and may be requested by the public. Copies of this document may be sent to Federal and State agencies such as: Internal Revenue Service, United States Coast Guard-Documentation Division California Franchise Tax Board, California Board of Equalization, California Department of Motor Vehicles, San Francisco County Tax Assessor-Marine and Aircraft Division.

I, _____ (Partner) solemnly swear, under penalty of perjury, that the above statements are true and correct.

Signed at _____ (City/County), _____ (State)
on _____ (Date).

Signature of Partner _____

