

C.C.H.O.A.
505 Grand Caribe Isle
Coronado CA 92118



HOMEOWNERS ASSOCIATION

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CORONADO CAYS HOMEOWNERS ASSOCIATION Slip Usage Fee Agreement

Slip No. _____

Basic Provisions:

Tenant(s)Name: _____

Boat Name: _____

Home Address: _____

Length Overall: _____

City: _____ State: _____ Zip Code: _____

Beam: _____ Draft: _____

Primary Phone: _____

Make: _____ Type: _____

Business Address: _____

Year: _____ Color: _____

City: _____ State: _____ Zip Code: _____

CF# _____

Work Phone: _____

Billing Address: Home Cays Tenant Business

Check One

Cays Homeowner Cays Tenant

Check One

Power, single screw Auxiliary sail
 Power, twin screw Other: _____

Boat Insurance By: _____

Agent's Name: _____

Address: _____

Insurer's Phone: _____

City: _____ State: _____ Zip Code: _____

Policy No: _____

Fees:

1. First Full Month's Usage Fee: \$ _____
 2. First Partial Month's Usage Fee: \$ _____
 3. Deposit (1.5 x monthly rent): \$ _____
- Total Paid At Time Of Signing \$ _____**

This **Slip Usage Fee Agreement** ("Lease") is made and entered into as of the _____ day of _____, _____ by and between **Coronado Cays Homeowners Association**, a California corporation ("Lessor") and _____ ("Lessee"). Based upon the following facts:

RECITALS

- A. Lessor is the owner of a wharfage easement over certain real property located in the County of San Diego, California, and Lessor owns and maintains certain docks and other marina-related equipment, structures and improvements (collectively, "docks") in, over and upon the area of Lessor's wharfage easement.
- B. Lessor desires to lease to Lessee, and Lessee desires to hire from Lessor, a slip for the purpose of Lessee's mooring the boat designated above in the Basic Provisions ("Boat").

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained in this Lease, Lessor and Lessee hereby agree as follows:

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby hires from Lessor, that certain premises known as the Slip Number designated above in the Basic Provisions, which Slip is a portion of that certain wharfage designated above in the Basic Provisions ("Premises"). The Premises are adjacent to the docks.
2. Term. The Term of this Lease shall be indefinitely, commencing on the date first above written ("Commencement Date").
3. Usage Fee.
 - (a) Lessee shall pay Usage Fee to Lessor without prior notice, prior demand, deduction, set-off, counterclaim or offset during the Term. Usage Fee shall be payable in lawful money of the United State in advance on the first day of each calendar month during the Term in equal monthly installment in the amount of \$_____. Except that Usage Fee for any initial partial calendar month and the last calendar month of the Term shall be paid on the Commencement Date. Usage Fee for any partial calendar months during the Term shall be prorated on the basis, which the number of days of the Term during such partial month bears to thirty (30).
 - (b) Lessee hereby acknowledges that late payment by Lessee to Lessor of Usage Fee. Therefore, if Lessee fails to pay any monthly installment of Usage Fee within ten (10) days after the date due, a late charge equal to fifteen percent (15%) of the monthly installment of Usage Fee.
4. Use. Lessee shall use the Premises as a boat slip for mooring the Boat and for no other use or purpose. Lessees mooring the Boat shall include storing the Boat.
5. Maintenance and Utilities. Lessor shall, at Lessor's cost and expense, furnish electricity and water to the Premises. Lessee shall, at Lessee's cost and expense, maintain the Premises and the dock box Lessee is entitled to use. Lessor shall, at Lessor's cost and expense, maintain the docks.
6. Rules and Regulations. The Rules and Regulations attached as Exhibit "A" are by this reference made a part of this Lease, Lessee shall observe, obey and comply with such Rules and Regulations, as they may be amended by Lessor from time to time.
7. Indemnity, Waiver and Insurance.
 - (a) Lessee shall indemnify, defend, protect and hold Lessor harmless from and against any and all liens, claims, demands, actions, causes of action, obligations, penalties, charges, liabilities, damages, losses, costs or expenses (including reasonable attorneys' fees) arising from, out of or in connection with (i) Lessee's use of the Premises, the Boat or the docks, (ii) any default or breach on the part of Lessee in the performance of any obligation to be performed by Lessee under this Lease, (iii) any violation of or non-compliance with any governmental or insurance requirement applicable to Lessee, or (iv) any act or omission of Lessee or of any person on the Premises, the Boat or the docks by permission or invitation of Lessee.
 - (b) All property kept, maintained or stored on the Boat or in Lessee's dock box on the docks (if any) shall be so kept, stored or maintained at the sole risk of Lessee. Except in the case and to the extent of Lessor's gross negligence or willful misconduct, Lessee hereby waives any and all claims against Lessor for damages to persons or property sustained by Lessee or by any other person resulting from any occurrence on the docks or on the Boat, or by reason of any equipment located in or on the Boat becoming out of repair, or through the act or omission of any person present on the docks (whether or not such person leases a slip from lessor), or by reason of any interruption in the service of any utility or any failure of or defect in any water or electric line, circuit or facility or any other type of improvement on the docks or service furnished to Lessee.

(c) Lessee shall, at Lessee's sole cost and expense, obtain and maintain in full force and effect a policy of comprehensive general liability insurance insuring against liability for bodily and personal injury to or death of persons and loss of or damage to property occurring in or on the Boat or occurring in connection with Lessee's use of the Premises and the docks. Such liability insurance shall (i) be in an amount not less than \$500,000.00 combined single limit for bodily and personal injury and property damage, (ii) name Lessor as an additional insured, (iii) be issued by an insurance company reasonable acceptable to Lessor, (iv) include so-called Hull and Protection insurance, and (v) not be subject to cancellation except upon not less than ten (10) days prior written notice to Lessor. Upon signing and entering into this Lease, Lessee shall deposit with Lessor a duly executed certificate of insurance evidencing the insurance coverage required under this Section 7(c).

8. Assignment and Subletting: In the event of a sale or other conveyance of Lessee's ownership interest in the Boat, then upon the closing of such sale or other conveyance, the purchaser or other transferee of the Boat shall not be entitled to use the Premises.

9. Remedies.

(a) In the event Lessee fails to pay Usage Fee or to perform any of Lessee's other obligations under this Lease, or any part of this Lease, when due or called for under this Lease, Lessee shall be in default. Lessee shall have a period of ten (10) days after service of written notice by Lessor specifying the nature of Lessee's default within which to cure such default, provided that if the nature of a non-monetary default is such that it cannot be fully cured within said ten (10) day period, Lessee shall have such additional time as may be reasonably necessary to cure such default so long as Lessee proceeds promptly after service of Lessor's notice and proceeds diligently at all times to complete said cure. Lessee agrees that a notice served in accordance with the provisions of California Code of Civil Procedure Section 1161, as it may from time to time be amended, will constitute compliance with the notice requirement of this Paragraph. If Lessee fails to cure any such default in a timely manner, Lessee shall be in breach of this Lease and Lessor with or without further notice or demand of any kind may, at its option:

(i) Terminate Lessee's right to possession of the Premises because of such breach and recover from Lessee all damages allowed under Section 1951.2 of the California Civil Code, including, with limitation, the worth at the time of the award of the amount by which the unpaid Usage Fee for the balance of Term after the time of the award exceeds the amount of such Usage Fee loss for the same period that Lessee proves could be reasonably avoided; or

(ii) Not terminate Lessee's right to possession because of such breach, but continue this Lease in full force and effect; and in that event

(A) Lessor may enforce all rights and remedies under this Lease and under the provisions of Section 1951.4 of the California Civil Code, including the right to recover the Usage Fee and all other amounts due under this Lease as such Usage Fee and other amounts become due under this Lease; and (B) Lessee may, with Lessor's prior written consent, which Lessor shall not unreasonably withhold, assign Lessee's interest in this Lease to the fee owner of a lot in Coronado Cays other than Lessee's Lot.

(b) To secure Lessee's performance of Lessee's obligations under this Lease, Lessee hereby grants to Lessor a security interest in the Boat and any and all personal property of Lessee located in or on the Boat from time to time, including, but not limited to, all furniture, fixtures and equipment and all replacements, accessions and proceeds of such personal property (collectively, "Collateral"). Upon Lessee's breach of this Lease, in addition to all other remedies then available to Lessor (including the remedies under Section 9(a)), Lessor shall have the rights and remedies of a "secured party" in the event of a default of a "debtor" under Division 9 of the California Commercial Code (as it may be amended or revised from time to time), including, but not limited to, the right to take possession of the Collateral (or any item or portion thereof) and dispose of it by public or private sale or retain it in satisfaction of the obligation of which Lessee is in breach. Upon the request of Lessor, Lessee hereby agrees to sign and enter into any and all such further agreements, documents or instruments necessary or proper to perfect the security interest granted to Lessor under this Section 9(b).

10. Notices. Any notice required or permitted to be sent under this Lease may be delivered personally or may be sent by certified or registered first-class United States mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessor: Coronado Cays Homeowners Association
505 Grand Caribe Isle
Coronado, California 92118

If to Lessee: _____

Any notice delivered personally shall be conclusively deemed served upon such personal delivery, any notice sent by mail shall be conclusively deemed served on the date the return receipt is signed or forty-eight (48) hours after mailing, whichever is earlier.

11. Right to Terminate. Either party, provided such party is not in default, may terminate this Lease without fault upon thirty (30) days prior written notice to the other party.
12. Condition of Premises Upon Expiration or Termination. Upon the expiration or earlier termination of this Lease, Lessee shall remove the Boat and surrender the Premises in good condition, with the Premises and adjacent portions of the docks as clean and sanitary as upon the Commencement Date, reasonable wear and tear excepted. In the event Lessee fails so to remove the Boat, Lessor may, at Lessee's sole cost and expense, remove the Boat from the Premises and cause the Boat to be stored.
13. General Provisions.
 - (a) By signing and entering into this Lease, Lessee hereby confirms the accuracy of the information set forth above in the Basic Provisions. By this reference, the Basic Provisions are hereby made a part of this Lease.
 - (b) This Lease is subject to the terms and conditions of the Declaration of the Coronado Cays, as it may be amended from time to time.
 - (c) This Lease constitutes the entire agreement of the parties relating to the subject matter hereof and merges any and all prior negotiations and agreement between the parties. This Lease may not be amended or modified except in writing signed by the parties.
 - (d) The waiver by either party of a default, breach or violation of any provision of this Lease shall not operate or be construed as a waiver of any subsequent or other default, breach or violation of such provision or other provision of this Lease. No provision of this Lease may be waived, except in writing signed by the party sought to be bound such waiver.
 - (e) If any one or more of the provisions of this Lease is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Lease shall not be affected or impaired in any way.
 - (f) Lessee hereby accepts the Premises on the Commencement Date in their then condition, "AS IS". Lessee hereby acknowledges and understands that Lessor makes no warranty or representation with respect to the nature, suitability or physical condition of the Premises or the physical improvements comprising the docks, including, but not limited to, floats, slips, walkways, gangways, ramps, mooring gear, dock boxes, electrical outlets, plumbing, equipment or other premises in Lessor's wharfage easement
 - (g) If either party files any action or brings any proceeding against the other party arising out of or to enforce this Lease or for the declaration of any rights under this Lease, the prevailing party in such action or proceeding shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party as determined by the court.
 - (h) This Lease shall be governed by and construed in accordance with the laws of the State of California.
 - (i) During the Term of this Lease, Lessor reserves the right, if necessary, to reassign Lessee to another slip location within the same wharfage without Lessee's approval.

IN WITNESS WHEREOF, Lessor and Lessee hereby sign and enter into this Lease as of the date first above written.

LESSOR:

LESSEE:

Coronado Cays Homeowners Association

By _____

Title _____

EXHIBIT "A"

CORONADO CAYS HOMEOWNERS ASSOCIATION

DOCKS

Rules and Regulations

Boat entering the wharfage immediately come under the jurisdiction of Lessor and shall be berthed only where authorizes, ordered and maneuvered as directed.

No person shall throw, discharge, pump or deposit from any boat or float any refuse, oil, spirits, flammable liquid, hazardous material, hazardous waste or polluting matter. All such matter shall be deposited in appropriately marked trash drums. No discharge of effluent into the waters is permitted under State and Federal laws. No fuel shall be transported from or to the docks unless transported in approved containers.

There shall be no laundering or drying of wearing apparel on the deck or rigging of a boat in the wharfage.

Supplies, materials, accessories or gear of all kinds shall not be stored on the docks except in approved dock boxes. Flammable materials shall not be stored in dock boxes or anywhere within the wharfage. Lessee is permitted to have one set of boat steps, not weighing over 100 pounds, on the docks.

No major repairs or complete overhauls shall be made on boats moored at the wharfage. This includes, but is not limited to, painting, heavy sanding, use of paint remover or spray guns. Ordinary maintenance, as determined by Lessor, shall be permitted.

Unnecessary operation of engines in berths is not permitted. Engines may not be operated in gear while boats are secured to the dock. Boats must be berthed "bow in", i.e., with the bow toward the bulkhead and the stern toward the channel. All boats shall be moored in a safe manner, on cleats with strong lines. While not in use, water or power lines shall not cross main walks.

The speed limit within the channel adjacent to the wharfage shall be 5 miles per hour or at wake less speed, whichever is slower.

Installation of a hydro hoist shall not be permitted without the prior written consent of Lessor, which shall not be unreasonably withheld.

The maximum distance by which any boat (including all projections such as transom platforms, booms, bait tanks, etc.) may extend beyond the end of the slip shall be seven (7) feet. No part of any boat shall extend over the main walkway.

All electrical outlets require a 3-prong 30 amp twist lock plug (Hubbell or equal) extension cord. In addition, all extension cords shall be of the UL approved, weatherproof type of stranded wire. The use of solid wire Romex spliced to stranded wire shall be prohibited.

For safety and security reasons, no dinghy, floats, sabot or other similar boat will be permitted to be stored on the docks. All such boats must be kept on Lessee's boat. The use of another slip at any time, except in an emergency, is not permitted.

Children under twelve (12) years of age are not permitted on docks without the presence and supervision of a parent or other responsible adult. Children under twelve (12) shall wear Coast Guard approved personal floatation devices as soon as practical while on the docks.

Pets must be kept on leashes at all times. Lessee shall be responsible for cleaning up and removing the feces of any of Lessee's pets or the pets of any of Lessee's guests or invitees. No pets shall be tied to any part of the docks, including, but not limited to, dock fingers or dock boxes.

Disorderly or indecorous conduct by Lessee or Lessee's visitors that might injure a person, cause damage to property or harm the reputation of Lessor shall be cause for immediate termination of the Slip Usage Fee Agreement.

No boat moored in the Premises shall be used for living aboard (i.e., residing on a boat, including sleeping aboard overnight).

It shall be unlawful for any unauthorized person to solicit business or offer goods, wares, merchandise or services for sale on the docks or other parts of the wharfage easement without the consent of Lessor.

Fenders must be installed at the appropriate height on each boat and used between the boat and the docks.

Lessee shall observe, obey and comply with all governmental ordinances, rules and regulations applicable to the Premises, the wharfage, the docks and the adjacent channel, as such ordinances rules and regulations may be amended from time to time.

No boat may be moored in the wharfage unless a current Slip Usage Fee Agreement is in effect or unless guest Usage Fee arrangements are made with Lessor.

Fishing, cleaning fish, swimming, firearms and ammunition are prohibited in the wharfage and the adjacent channel. Bicycles and skateboards shall not be operated on the docks. Feeding ducks or other birds in the wharfage is prohibited.

Lessee should report immediately to the Lessor any safety concerns (i.e., electric, broken cleats, water outlets leaking, etc.).

These rules are subject to change without notice.

Lessor's Initials

Lessee's Initials