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Homeowners Association

JAMAICA VILLAGE DOCKS Slip Usage Fee Agreement

Slip No. _____

Basic Provisions:

Tenant(s)Name: _____

Boat Name: _____

Home Address: _____

Length Overall: _____

City: _____ State: _____ Zip Code: _____

Beam: _____ Draft: _____

Home Phone: _____

Make: _____ Boat: _____

Email: _____

Year: _____ Color: _____

Business Address: _____

CF# _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____

Check One _____

Billing Address: Home Business _____

Power, single screw Auxiliary sail

Other: _____

Power, twin screw Other: _____

No Boat

Cays Homeowner Cays Tenant Jamaica Village Homeowner Jamaica Village Tenant

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. **Security Deposit (1.5 x monthly fee):** \$ _____
- 4. **JVCH Restroom Key Deposit** **\$100.00**
- Total Paid at Time of Signing** \$ _____

This **Slip Usage Fee Agreement** ("Lease") is made and entered into as 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. Before the date of this Agreement, a Declaration of Covenants, Conditions and Restrictions and Power of Attorney was recorded in the Office of the County Recorder of San Diego County on August 15, 1969 as File/Page No. 150155, Series 10, Book 1969; an amendment to the Declaration was recorded in the same Office on November 25, 1969 as File/Page No. 215649, Series 10, Book 1969 and was re-recorded in the same Office on December 15, 1969 as File/Page No. 227668, Series 10, Book 1969 (collectively, "Declaration").
- C. 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, which, with respect to Jamaica Wharfage is located in that certain Dock and Wharfage Reservation Area described as Lots 90-A and 90-B of Coronado Cays Two, according to Map No. 6181 filed in the Office of the County Recorder of San Diego County, California ("Premises"). The Premises are adjacent to the docks. In connection with Lessee's use of the Premises, Lessee shall be entitled to use the dock box located on the docks and bearing the same number as the Slip Number of the Premises.
2. Term. The Term of this Lease shall be indefinite, commencing on the date first above written ("Commencement Date") and continuing until such a time as either party gives proper notice to terminate.
3. Usage Fee.
 - (a) Lessee shall pay Usage Fee, set forth above, to Lessor without prior notice, prior demand, deduction, set-off, counterclaim or offset during the Term. A Full Month's Usage Fee shall be payable in lawful money of the United State on the first (1st) 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) Usage Fees are set forth above and are determined based on the length of the Boat. Additional fees will be applied for any additional equipment including, but not limited, a hydrohoist. All fees, including Usage Fees, may be adjusted from time to time.
 - (c) Lessee hereby acknowledges that late payment by Lessee to Lessor of Usage Fee or any other sum due under this Lease will cause Lessor to incur costs and expenses not contemplated by the Lessee, the exact amount of which costs and expenses are extremely difficult and impractical to ascertain. Such costs and expenses include, but are not limited to, processing and accounting charges and late charges that may be imposed on Lessor under the terms of any note or other obligation secured by a deed of trust or other security instrument covering the wharfage. Therefore, if Lessee fails to pay any monthly installment of Usage Fee or any other sums under this Lease within fifteen (15) days after the date due, a late charge equal to ten percent (10%) of the monthly installment of Usage Fee shall be assessed to reimburse Lessor for such costs and expenses. Lessor and Lessee agree that this late charge represents a fair and reasonable estimate of the costs and expenses that Lessor will incur by reason of a late payment by Lessee.

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. Notwithstanding the foregoing, if Lessee wishes to use the Premises to moor a boat other than the Boat, Lessee may do so upon not less than fourteen (14) days prior written notice to Lessor, provided, however, (a) such other boat **shall not exceed _____ feet** in length, (b) the beam of such other boat **shall not exceed _____ feet**, and (c) for the purpose of the other provisions of this Lease, "Boat" shall include such other boat.
5. Maintenance and Utilities
 - (a) 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.
 - (b) Upon signing this Lease, Lessee shall deposit \$ _____ for a 36 ft slip or \$ _____ for a 42 ft slip with Lessor as security to cover the cost of maintaining, any damage or repairing and replacing the assigned dock box and/or any damaged to the docks caused by the Lessee. This security deposit shall not constitute payment of the last month's Usage Fee. If on the expiration of the Term the assigned dock box is in good condition and repair, then the security deposit, without interest, shall be returned to Lessee, less the cost to repair any damage to the assigned dock box and/or any damaged to the docks caused by the Lessee, reasonable wear and tear excepted. Lessor shall have the right to, but need not, apply the security deposit to the cost of any repair to the assigned dock box and/or docks in the making of which Lessee is in default under this Lease, and if Lessor so applies the security deposit, Lessee shall, upon demand, immediately deposit with Lessor an amount of cash equal to the amount so applied so that Lessee shall at all times have a deposit with Lessor as security.
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 and \$800,000.00 for spills, (ii) name Lessor as an additional insured, (iii) be issued by an insurance company reasonably acceptable to Lessor, (iv) include so-called Hull and Protection insurance, (v) not be subject to cancellation except upon not less than ten (10) days prior written notice to Lessor, and (vi) contain a waiver of subrogation in favor of Lessor, including its agents, successors and assigns. 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), an additional insured endorsement naming Lessor as an additional insured, and proof of ownership / registration. Lessee will also provide proof of continuing insurance and registration annually to Lessor.

Any notice delivered personally shall be conclusively deemed served upon such personal delivery, any notice sent by mail shall be conclusively deemed served forty-eight (48) hours after mailing, and any notice sent by facsimile or electronic mail transmission shall be conclusively deemed served when sent.

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 termination of this Lease, Lessee shall remove the Boat and any other personal property 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 or any other personal property, Lessor may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises or dock, including entering upon the Boat in order to tow and/or remove the Boat from the dock at which time the Boat will be re-docked or stored at a location in Lessor's discretion, at Lessee's sole cost and expense.
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 all 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 by 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) The captions by which the Sections of this Lease are identified are for convenience of reference only, and shall in no way define, limit, affect or be used to interpret the provisions of this Lease.
 - (g) ***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, express or implied, 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***
 - (h) 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.
 - (i) This Lease shall be governed by and construed in accordance with the laws of the State of California.
 - (j) 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 _____

CORONADO CAYS HOMEOWNERS ASSOCIATION
JAMAICA VILLAGE DOCKS
Rules and Regulations

Boats entering the wharfage immediately come under the jurisdiction of Lessor and shall be berthed only where authorized, ordered and maneuvered as directed. Only non-commercial boats are permitted.

All Boats moored at Jamaica Village Docks must be maintained in a neat, clean, and operable condition at all times. Boat covers must not be ripped. Smells or noises emitting from boats are a nuisance and are prohibited.

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 or disposed of at an official hazardous waste disposal site. 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 in the rigging of a boat in the wharfage or on the dock.

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 storage is permitted on or inside the boat steps.

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

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.

All hydrohoists must obtain approval of the CCHOA General Manager before installation and will be subject to additional fees. An Administrative Approval Request Form must be submitted to obtain approval.

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 headwalk.

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 is prohibited.

For safety and security reasons, no dinghy, kayaks, paddleboards, floats, sabot or other similar watercraft will be permitted to be stored on the docks. All such watercraft must be stored in approved locations.

Live aboards are not allowed on any boat moored in the Jamaica Village Docks. No houseboat may be used or stored in the wharfage area. No boat shall be used as a residence and no overnight accommodations are allowed while in the wharfage area.

Rules and Regulations
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People who are unable to swim or steady themselves on a dock are not permitted on the docks without being accompanied by a responsible party capable of providing life saving measures to a person who may fall into the water. Children thirteen (13) years of age and under shall wear Coast Guard approved personal floatation devices while on the docks and as required by law.

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.

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 a current Guest Dock Slip Usage Agreement is in effect.

Cleaning fish is prohibited on the docks. Bicycles, scooters, 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 or maintenance concerns (i.e., electric, broken cleats, water outlets leaking, etc.).

Guest docks ("minimum rate" docks) may be used by valid guests of any Jamaica Village resident (Host) for 48 hours without fees. Jamaica Village residents may host no more than once a calendar month. The Jamaica Village Host is responsible to arrange hosting with the Association in advance. For reasonable stays beyond 48 hours; the Host shall enter into a guest usage arrangement with the Lessor at a rate of \$20 per day.

For Lessee's that are not Jamaica Village homeowners, the dock fees do not include the use of Village pool, clubhouse or beach. Lessee's can obtain a Jamaica clubhouse restroom key with a deposit of \$100.00 dollars.

Jamaica Village (JV) homeowners may lease more than one slip as long as there are open slips and no other JV homeowners are on the waiting list. JV homeowners may, with consent of the CCHOA General Manger hold a "minimum" slip via payment of the "minimum slip rate" to preserve a location for future slip rental, provided that the location of such slip may be subject to use as guest dock and to periodic relocation by the CCHOA General Manger, and such preserved locations shall not include the larger end-tie slips.

These rules are subject to change without notice and shall be posted in the JV Clubhouse Bulletin Board.

Lessor's Signature/Printed Name/Date

Lessee's Signature/Printed Name/Date