



Moorage Agreement

MEMBER INFORMATION

Vessel Legal/Reg. Owner (Last, First, M.)			
Driver's License #:		State Issued:	
Vessel Legal/Reg. Owner's Spouse (Last, First, M.)			
Driver's License #:		State Issued:	
Street Address:	City:	State:	Zip Code:
Street Address:	City:	State:	Zip Code:
Email Address:		SYC Member: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Home Phone:	Work Phone:	Cell:	
Emergency Contact:		Emergency Contact Phone:	
Vessel Owner's Employer:			
City:		State:	Zip Code:

VESSEL INFORMATION

Vessel Name:		Vessel Registration/ Documentation number:	
If not registered, by initialing, you intend to register the vessel according to CA State DMV _____		Vessel Type: <input type="checkbox"/> Sail <input type="checkbox"/> Power <input type="checkbox"/> Multihull	
Make:	Model:	LOA:	Beam: Draft:
HIN#:	Vessel Home SYC:	Year of Vessel:	Fuel: <input type="checkbox"/> Gas <input type="checkbox"/> Diesel



LIEN HOLDER INFORMATION

Lien Holder: <input type="checkbox"/> Yes <input type="checkbox"/> No		Lien Holder	
Address:		City:	State:

VESSEL INSURANCE INFORMATION

Insurance Company:		Phone Number:	
Type of Coverage: <input type="checkbox"/> General Liability <input type="checkbox"/> Legal Liability <input type="checkbox"/> Pollution Liability			
Policy Number:		Amount of Coverage:	

SLIP & BILLING INFORMATION *Staff use only*

Mooring #:	Start Date:	Rate:
Boat Measured At:	Mooring Type: <input type="checkbox"/> Large <input type="checkbox"/> Small	Seasonal Moorage Fee:

LICENSE TERMS AND CONDITIONS

Subject to the terms and conditions set forth herein, the Stillwater Yacht Club (“SYC”) hereby grants a Moorage Agreement, which is a seasonal License to the Stillwater Yacht Club Member (“Moorage Member” or “Member”) for use of an assigned moorage location (“Moorage”) in Stillwater Cove (“Harbor”). This License is granted subject to the terms and conditions of the SYC Best Management Practices as they now exist or are from time to time amended. Failure to comply with all terms and conditions of this License and/or the SYC Best Management Practices may result in termination of this License.

1. Moorage Member Information

The Moorage Member acknowledges that he/she is a member in good standing of the Stillwater Yacht Club, and that information provided by the Moorage Member is true, accurate and complete. Moorage Member shall notify the SYC of any change in the information, including but not limited to, contact information such as address, phone number, email, etc.

2. License for Permitted Use

This License is for the moorage of Recreational vessels only.

3. Moorage Charges & Fees

Moorage charges, along with any other charges or fees are due upon receipt of invoice, and in advance of any use of the Moorage. The Member will pay the Seasonal Moorage Fee as set forth above.



4. Non-Payment of Moorage Charges

Moorage Member understands that the SYC is authorized by California law to impound the vessel for non- payment of moorage charges.

5. SYC Best Management Practices

It is the Moorage Member’s responsibility to read the current SYC Best Management Practices, attached hereto as Attachment A. By signing this License, Moorage Member acknowledges and agrees to comply with the SYC Best Management Practices, which are updated annually. Failure to comply with the SYC Best Management Practices is a default under this License.

6. No Assignment, Transfer or Sublet of Slip

This License may not be assigned, transferred, or sublet. If the Moorage Member becomes delinquent, he/she agrees to pay all late charges, interest, additional handling, impound, and collection costs, attorney fees, and all court costs connected with the collection of the amount due account.

7. Vessel Registration

This License must be in the name of the registered/legal owner of the vessel. Moorage Member agrees to supply the SYC with a current copy of the vessel registration annually. If vessel is currently not registered, Moorage Member agrees to register the vessel immediately according to the California State DMV licensing regulations. Information on the licensing regulations may be obtained from the California Department of Motor Vehicles. It is the Moorage Member’s responsibility to know and understand the vessel registration requirements.

8. Insurance

Moorage Member will comply with insurance policy requirements in the SYC Best Management Practices.

9. Vessel Seaworthiness

Vessels moored in the harbor must be completely without hazardous conditions as determined solely by the SYC, and ready for cruising in local waters. Upon approval of this License, the Moorage Member grants permission to the SYC when requested for an on-board inspection of his/her Vessel by the SYC, city, county, state, or federal representative, or the vessel shall be deemed unseaworthy. Failure to allow such an inspection shall be cause for termination of moorage. Without limiting the foregoing, the SYC is under no obligation or duty to undertake any inspection of any vessel. The SYC may require that the Moorage Member provide, at no cost to the SYC, additional information (such as a marine survey) to establish seaworthiness.

10. Best Management Practices and Environmental Rules

A copy of the SYC’s Best Management Practices is included as Attachment A to this License and Moorage Member agrees to abide by these practices. Moorage Member understands that the SYC facilities are ‘NO DISCHARGE’ facilities and will abide by all federal, state, local and SYC environmental laws, rules and regulations. The discharge of black water is prohibited. Any fuel or oil that is spilled into the harbor must be reported immediately to the U.S. Coast Guard National Response



Center, Department of Ecology, and the Harbormaster's Office. Those numbers are available in the Harbormaster's Office or on Attachment A.

11. Maintenance, Repair or New Work on Vessels

The SYC Best Management Practices contain requirements regarding maintenance, repair or new work on vessels. All contractors or vendors who perform work on vessels in the harbor must provide insurance naming the SYC as an additional insured. The complete requirements are contained in the SYC Best Management Practices. Utilization of contractors or vendors that do not meet these requirements is a default of this License.

12. Waiver and Release

THE MOORAGE MEMBER ACKNOWLEDGES THAT THE SYC DOES NOT ACCEPT MOORAGE MEMBER'S VESSEL FOR BAILMENT OR STORAGE AND SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY MANNER FOR ITS SAFE KEEPING AND CONDITION OF ITS TACKLE, GEAR, APPAREL, EQUIPMENT, AND/OR FURNISHINGS. IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE MOORAGE MEMBER DOES HEREBY FOREVER, RELEASE AND DISCHARGE THE SYC, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE MOORAGE MEMBER OR THE VESSEL WITHIN THE SYC'S HARBOR EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE SYC, ITS DIRECTORS, OFFICERS OR EMPLOYEES. THIS WAIVER AND RELEASE SHALL BE BINDING UPON THE HEIRS, EXECUTORS AND ASSIGNS OF THE MOORAGE MEMBER. THIS RELEASE IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.

13. Indemnification and Hold Harmless

IN PART CONSIDERATION FOR THE GRANTING OF THE LICENSE HEREIN, THE MOORAGE MEMBER SHALL SAVE, DEFEND AND HOLD HARMLESS THE SYC, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES FOR PROPERTY DAMAGE OR PERSONAL INJURY ARISING FROM OR RELATED TO THE PRESENCE OF THE MOORAGE MEMBER OR THE VESSEL WITHIN THE SYC'S HARBOR EXCEPT TO THE EXTENT AND IN PROPORTION THAT SUCH PROPERTY DAMAGE OR PERSONAL INJURY IS CAUSED BY THE GROSS NEGLIGENCE OF THE SYC, ITS OFFICERS OR EMPLOYEES. THIS INDEMNIFICATION AND HOLD HARMLESS INCLUDES CLAIMS BROUGHT BY EMPLOYEES OF THE MOORAGE MEMBER AND THEREFORE CONSTITUTES A WAIVER UNDER TITLE 51. THIS INDEMNIFICATION AND HOLD HARMLESS IS A NEGOTIATED TERM OF THE ECONOMICS OF THE LICENSE.

14. Jurisdiction and Law

This License shall be governed by California law. Exclusive jurisdiction and venue for any dispute arising under this License shall be the Monterey County Superior Court. Without limiting the foregoing, the Moorage Member specifically waives any jurisdiction of the federal district court or the right to seek removal to the federal district court.

15. Waiver

The waiver or failure of the SYC to enforce any term or condition of this License shall not be a waiver of any right to enforce this License.



16. Notice

All notices to Moorage Member under this License shall be made to the address provided in this License. Notice shall be deemed complete upon the third calendar day after such notice is placed in the United States mail postage prepaid and addressed to the address provided pursuant to this License or upon receipt of actual notice, whichever occurs first.

17. Amendment

This License may only be amended in writing. Without limiting the foregoing, no statements by SYC employees shall be deemed an amendment or waiver of this License.

18. Entire License

This License (including Attachments A and B) is the entire License between the SYC and the Moorage Member.

MOORAGE MEMBER SIGNATURE	
Moorage Member has read and understands the foregoing and agrees to all terms and conditions contained in this License, and current SYC Best Management Practices.	
This License contains a Waiver, Release and Indemnification-Hold Harmless Agreement Moorage. Member has read and understands these provisions.	
Signature of Registered/Legal Owner:	Date:
Signature of Registered/Legal Owner:	Date:
STILLWATER YACHT CLUB PO Box 561 Pebble Beach, CA 93953 Signature of SYC Port Captain:	Date:



BEST MANAGEMENT PRACTICES (BMP's)

BMP's are intended to be practical and affordable actions that can reduce pollution at the source, but they will only work with everyone's participation. By effectively implementing source control measures now, marinas and marina tenants may be able to avoid more expensive and restrictive measures being placed on the boating public by regulatory agencies in the future. By adopting the following BMP's, we can show our commitment to preserving the surrounding environment in accordance with the guidelines issued by California State Department of Boating and Waterways, and the requirements of the Federal Clean Water Act.

Commercial Activity

- Boat hulls with soft or ablative anti-fouling paint shall not be scrubbed or cleaned in the Cove by divers or with underwater scrubbing devices. Approved haul-out facilities must be used for these coatings. Mechanical devices or scrapers, or any process that removes paint underwater may not be used.
- Divers are not allowed to leave any sort of material in the water including film, debris or zinc.
- Contractors must dispose of their own waste off site. The marina is not permitted to handle hazardous wastes generated by commercial operators or maintenance contractors.

Engines and Bilges

- Absolutely no oil, fuel, or anti-freeze is to be discharged into the open waters. Use absorbent pads to soak up oil and fuel in bilges.
- Do not pump contaminated bilge water into the open waters. Install a manual bilge pump shutoff switch to avoid discharging contaminated bilge water.
- Never drain oil, antifreeze or other liquids into the bilge. Use pumps to drain engine oil directly. Recycle all waste oil and antifreeze on shore.
- Do not dispose of fuel, oil or filters in the dumpsters. Recycle oil, antifreeze and oil filters at appropriate shore-side facilities. Do not mix any other fluid with waste oil when pouring into recycling tanks. Waste oil contaminated with other materials cannot be readily recycled and disposal costs increase dramatically.
- Do not use detergents or soaps on fuel, oil or otherwise contaminated bilge water. While enzyme-based bilge cleaners are generally safe to use, it may take some time before the oil sheen is gone. It is best to remove contaminated water and dispose of it appropriately at on-shore facilities. The discharge of emulsified oil is a violation of state law. Use absorbent pads.
- In California State, boats that are over 26' in length are required to display an "Oil Discharge is Prohibited" placard near the bilge pump switch (placards are available at most marine supply stores). Fines for discharging oil from a bilge can amount to as much as \$20,000 per day per violation.



Boat Fueling

- Report oil and fuel spills immediately to California State's hotline at 1-800-852-7550 or 1-916-845-8911 and the National Response Center 1-800-424-8802. If you cause a spill, stop it at the source and start to clean it up immediately. Do not pour liquid detergent onto the spill; this is illegal, makes recovery impossible and makes the spill worse under the surface.
- Do not "top-off" or overfill tanks. Know your fuel tank capacity and don't wait for fuel to spill out of the overflow vent to indicate full. Place a bucket or an absorbent pad at the fuel vent in case of accidental overflow. Special No-Spill containers are available at marine supply stores for this purpose. Remember warm weather and direct sunlight can cause expansion and a fuel vent spill even after fueling is completed. In-line fuel/air separators and indicator whistles can be installed to reduce fuel vent spills.
- Do not hose down accidental fuel spills. Do not use detergents or soaps to clean up fuel and oil spills. Use absorbent pads when feasible.

Sewage and Gray Water

- Do not discharge sewage directly overboard. Discharge within three (3) miles of land is illegal and subject to fines up to \$2,000.
- Y-valves must be safety wired to ensure sewage flows into holding tank only.
- Store sewage in holding tanks and dispose of properly at a pump-out station or use a pump-out service.
- Even treated sewage is a threat to the shallow water environments. Do not discharge treated sewage (including Coast Guard approved MSD's) while within Monterey Bay National Marine Sanctuary.
- Minimize detergent usage and oily food waste in on-board sinks and showers. Scrape off table scraps and dispose of in the trash. Use shore side facilities whenever possible.

Vessel Cleaning

- Scrub and rinse your boat often. A quick rinse after each outing reduces the need to scrub the top-side with harsh cleaners.
- If cleaners are used, no visible suds or discoloration of the water are permitted. Spot clean or use small amounts of phosphate-free and biodegradable soaps only when necessary. Otherwise, use alternatives such as baking soda or vinegar as all-purpose cleaners. Remember there is no legal discharge of any cleaner to our waters.

Surface Preparation and Refinishing

- Painting and refinishing of boats (when in the water) is limited to minor touch ups. All work must be contained. Major work involving more than 25% of the boats above water surface areas must occur on land at a permitted boatyard. Schedule cosmetic work during annual haul-outs.



- Tarps must be used to capture all dust, drips, and debris. Any discharge to marine waters is a violation of state and federal law. Airborne particles may damage adjacent boats. The open water area between the hull and the dock must be tarped during rail or minor hull work.
- Do not work from a float or small boat.
- Limit use of paint, thinners and varnish on board or on the dock to containers of one (1) gallon in size or smaller.
- All paint mixing must be done on the shore, not the dock or the deck of the vessel. Open cans should be placed inside some type of secondary containment that will catch spills. A five gallon bucket or plastic tote works well for this purpose.
- Spray painting is not allowed while boats are in the water.

Hazardous Wastes

- Contact the county to locate an off-site disposal facility. Do not dispose of any liquid paint, solvents or other hazardous wastes in the facility trash receptacles or any solid waste container. Completely dry all paint cans before placing in the trash.
- All hazardous waste must be disposed of properly. Do not dispose of the following in the facility trash receptacles:
 - Fuel, used oil, used oil filters, antifreeze or transmission fluid
 - Paints, solvents or varnish
 - Batteries
 - Wet shop rags
- Buy only the amount of materials you need. Use up remaining paint if possible. Take excess paints and chemicals home or dispose of them at the local hazardous waste facility. Do not discard these materials in the sewer or storm drains.
- Store usable chemicals, coatings and fuels securely on-board to prevent accidental overboard discharge. Do not store any hazardous or flammable materials on the dock, or in lockers / dock boxes.
- For additional information about disposal of hazardous waste, please contact the Harbormaster.

Solid Waste Disposal

- Securely store all garbage for shore-side disposal. "If it goes aboard, it comes ashore."
- Dispose of all garbage in the facility trash receptacles.
- Collect all pet waste in plastic bags and dispose of in the facility trash receptacles.
- Let empty paint cans dry out completely before disposing of them in the facility trash receptacles.
- Recycle aluminum, cardboard, glass, plastic drink bottles and newspapers.
- Whenever possible select non-disposable containers for food and other items to minimize waste and chance of losing overboard.



Stormwater and runoff

- No pressure washing of any kind is permitted in upland areas except on approved pressure wash pads.
- No boat or vehicle washing is allowed in facility parking areas.
- No dumping of any material into storm-drains.



Moorage Check List

- Moorage Agreement Completed in its Entirety**
- Moorage Member is a current member in good standing of the Stillwater Yacht Club**
- Current Registration is in Moorage Member's Name**
- Current Insurance Policy Meets the State of California Requirements**
- Informed of California State Licensing/Registration Requirements**
- Moorage Fee is Non-Refundable**
- Pets Must be on a Leash and Pet Waste Picked Up**
- Member is Responsible to Read and Abide by the Rules, Regulations, & Procedures**
- No visiting vessel shall be allowed to perform repairs in Stillwater Cove without the approval of the Harbormaster and Coastal Commission**
- STILLWATER COVE is a NO DISCHARGE Harbor**
- Spills MUST be Reported Immediately**

SYC Staff has explained all of the above and Member agrees to abide by these rules and the ones set forth in the Stillwater Yacht Club Rules, Regulations, and Procedures. Member agrees to provide proof of registration, insurance, completed moorage agreement and payment of Moorage Fees prior to moving boat into the Harbor.

SYC Port Captain

Member Signature

Date

Print Name