

MARINERS GREEN ASSOCIATION #2

625 Fathom Drive, San Mateo, CA 94404

BARGE RENTAL AGREEMENT

Name of Renter: _____ Date(s) Requested for Barge Use _____

1. ELIGIBILITY

- A. Residents in Good Standing:** All members of the Association may use the barge if they are in good standing with Mariners Green Association #2 (current on all payments to the Association and not in violation of the Governing Documents). **Proof of residency with appropriate address must be presented (current driver's license, PG & E, Phone Bill, or copy of lease).** Exceptions may be made upon approval by the Board of Directors if the use of the barge is needed to correct an existing violation.

2. RENTAL FEE, DEPOSIT AND DELIVERY

- A. Rental Fee: \$ 75.00 Non-Refundable**
Includes delivery and pick up. 1 week = seven calendar days with \$25.00 additional per day after the seventh day.
- B. Deposit: \$100.00 Refundable**
The barge must be returned in the same condition as received and all rules and regulations of the Association adhered to, including the terms of this Agreement. Any damages or cleaning costs may be deducted from the deposit.
- C. Time for Return of Deposit:** After inspection, the Association may return the deposit within thirty (30) calendar days.
- D. Form of Payment:** All payments must be made from only the residents of Mariners Green #2 ten (10) days prior to the rental date. The rental fee and deposit may be made by electronic payment or check (personal or cashier's) payable to Mariners Green Association #2.
- E. Delivery:** Delivery must be pre-arranged, and the owner or construction crew must be available to receive and secure the barge.

3. USE

- A. Rear of Residence:** The barge is to be used only on the rear of the residences (that portion of the residence on the water) and for non-commercial and non-recreational uses.
- B. Occupancy:** The barge may be occupied by no more than four (4) people.
- C. Failure to Comply:** Failure to comply with this Agreement may result in the loss of any or all of the security deposit.
- D. Cleaning:** The barge must be clean and all debris, including paint or liquid spots, must be removed.
- E. Renter is Responsible for All Damages:** The Renter agrees to be responsible for all damages to the barge or that is caused by the barge during the time that the Renter is using the barge. The Renter shall reimburse the Association for all damages incurred from the Renter's use of the barge or caused by the barge during the time that the Renter is using the barge if the costs exceed the deposit.

*Property Management Company: The Manor Association
1820 Gateway Drive, Suite 100, San Mateo, CA, 94404, Phone: 650-637-1616, E-mail: cs@manorinc.com*

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F. No Pets: Pets are not allowed on the barge except service animals.

G. Smoking is not allowed anywhere on the Mariners Green #2 property, including inside/outside the Clubhouse, fitness center, pool areas, restrooms, walkways, parking lot, or adjoining areas by order of the City of San Mateo.

4. INDEMNITY

A. Renter to Indemnify Association: The Renter shall indemnify and hold harmless the Association, its Directors, Officers, Property Management Company, Employees and Agents, with respect to any claim, demand, loss, injury, liability, damage or complaints which arise out of, or relate in any way to the use by the Renter, Renter's family or any Renter's guests of the barge.

B. Renter to Pay Fees and Costs: Any fees and costs associated with this indemnity clause shall be paid by the Renter including but not limited to attorney fees, court costs and alternate dispute resolution fees.

5. LOSS OF DEPOSIT AND/OR PRIVILEGES

A. Loss of Deposit: The loss of the deposit and/or good standing status can occur for any of the following reasons:

1. Excessive noise;
2. Improper usage;
3. False information given on this Agreement;
4. After hours loitering on Association property;
5. Failure to clean up barge;
6. Loss of control of the barge's moorings; and
7. Damage to Association property and/or barge.

6. DISPUTE: If a dispute arises concerning this Agreement, the prevailing party/parties shall be entitled to reasonable attorney fees, alternative dispute resolution fees, and costs. Note this clause shall not supersede Section 4(b) where the Renter has agreed to pay any fees and costs associated with the indemnification clause shall be paid by the Renter including but not limited to attorney fees, court costs and alternative dispute resolution fees.

7. SEVERABILITY: If any clause in this Agreement is found to be invalid or unenforceable, the remaining clauses shall remain in full force and effect.

8. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and/or understandings of the parties, including any verbal understandings.

I have read the above and agree to all terms and conditions stated herein.

NAME: _____
Signature *Date Signed*

ADDRESS: _____, San Mateo, CA 94404

CONTACT PHONE: () _____ E-MAIL: _____

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