

# MARINERS GREEN ASSOCIATION #2

625 Fathom Drive, San Mateo, CA 94404

## BOAT STORAGE AGREEMENT

Name of Resident: \_\_\_\_\_

Description of Boat: \_\_\_\_\_

Boat License Number: \_\_\_\_\_

Trailer License Number: \_\_\_\_\_

This Agreement is from \_\_\_\_\_ through \_\_\_\_\_

Key Number Issued \_\_\_\_\_

### ELIGIBILITY

1. **Residents in Good Standing:** All residents in good standing with Mariners Green Association #2 are allowed to use the Boat Storage (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).**
2. Boat and Trailer Registration must be current and kept current. Residents must present a copy of each with this application.
3. Boat must be in operating condition.
4. Boat must be less than 20 feet long, and the trailer and boat must fit within one parking space.
5. Only one boat storage space per house/condominium/apartment is allowed.

### FEE

6. The Boat Owner shall pay a \$35 annual Administrative and Key Fee for the one storage space at one of the two Boat Yards. The Administrative Fee is to be paid when this Agreement is signed and will not be refunded should I cancel. Upon receipt of proof of residency and approval of this contract, you will receive a key to the padlock at the Boat Yard.
7. **Form of Payment:** All payments must be made from only the residents of Mariners Green #2. The Administrative Fee may be made by electronic payment or check (personal or cashier's) payable to Mariners Green Association #2.

### RULES AND REGULATIONS

8. **All rules, regulations, restrictions, and resolutions of the governing documents of Mariners Green Association #2 shall apply.**
9. No pets are allowed except for service animals.
10. Smoking is not allowed anywhere on the Mariners Green #2 property, including inside/outside the Clubhouse, fitness center, pool areas, restrooms, boat yards, walkways, parking lot, or adjoining areas by order of the City of San Mateo.

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

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11. No alcohol is allowed in the Boat Yards.
12. No owner shall use the Boat Yard for any personal business or commercial use or purpose (CC&Rs Paragraph 9.01.A).
13. The Boat Yard is available 24 hours a day. Please be as quiet as possible between 10pm and 6am. Hours are subject to change at Management's sole discretion.
14. Children (under 16) must be accompanied by their parents.
15. The Boat Storage Yard shall not be used as a boat and/or boat trailer repair or cleaning facility.
16. Storage of non-maritime equipment in the space provided or within a Boat is not allowed.
17. Make sure that the gate is fully closed, locked and secure before leaving.
18. If another Boat Owner or their guest is seen damaging other boats or trailers, they will be responsible for repairs. **Please assist in helping monitor the Boat Yard by reporting issues to [cs@manorinc.com](mailto:cs@manorinc.com).**
19. Requests and questions can be submitted to [cs@manorinc.com](mailto:cs@manorinc.com).

### **INDEMNITY**

All users of the Boat Yard agree that the Association and its officers, employees, agents, and members shall be free from all liability and claim for damages by reason of any injury to any person or persons including the undersigned for all cause or causes whatsoever connected with said Boat Yard or any areas adjacent thereto during the use of said premises by the undersigned.

- A. I hereby agree to indemnify and hold the Association, its officers, employees, agents, and members harmless from any liability, loss, cost, attorney fees, and the obligation on account of or arising out of any injuries whatsoever.
- B. Member agrees to pay any and all fees and costs associated with this indemnity clause including but not limited to attorney fees, court costs and alternative dispute resolution fees.

### **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 the Indemnity clause where the Member has agreed to pay any fees and costs.

### **SEVERABILITY**

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

### **ENTIRE AGREEMENT**

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This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior agreements, representations, and understandings of the parties, including any verbal understandings.

I agree to abide by the above terms, rules and procedures that are part of this three page contract. Failure to do so may result in fines or revocation of my Association privileges and access to other amenities.

NAME: \_\_\_\_\_ OWNER/TENANT (Please specify): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE SIGNED \_\_\_\_\_

The use of the Boat Yard is hereby granted under the above terms from:

DATE \_\_\_\_\_ to DATE \_\_\_\_\_

DATE KEY ISSUED \_\_\_\_\_ KEY NUMBER \_\_\_\_\_

AUTHORIZED ASSOCIATION AGENT \_\_\_\_\_ DATE \_\_\_\_\_