



**Oakland Yacht Club  
Berth Rental Agreement  
Revised October 2020**

This Berth Rental Agreement (the "Agreement") by and between The Oakland Yacht Club ("OYC") located at 1101 Pacific Marina, Alameda, CA 94501 and \_\_\_\_\_, a person whose address is \_\_\_\_\_ owning a vessel identified below ("Boat Owner"). The Boat Owner represents it is a member in good standing of the Oakland Yacht Club or The Encinal Yacht Club. In consideration of the payments and performance of the covenants contained herein, OYC rents to Boat Owner and Boat Owner rents from OYC the slip ("Berth") identified below in the OYC Harbor located at 1101 Pacific Marina, Alameda, CA as set forth below.

**Vessel:**

Vessel Name  
Type: (sail or power)

Model  
Berth Number: \_\_\_\_\_

**License Only**

OYC hereby rents the Berth solely for the Boat Owner's use in storing the vessel described herein ("Vessel"). This agreement is strictly a license for dock rental. This agreement does not create any proprietary interest in the Berth, the real property of the OYC Harbor or the Club. It does not create a bailment nor create an agency relationship. Renter acknowledges that neither the Vessel nor the other vessels within the OYC Harbor are within the care, custody, and/or control of OYC for any purpose.

**Insurance & Ownership Documents**

Boat Owner must submit to OYC current proof of ownership of Vessel, proof of valid Vessel Registration or Certificate of Documentation, and written proof of boat insurance on the Vessel.

The minimum coverages for property damage and liability insurance:

- For boats less than 27', the policy coverage must be a minimum of \$300,000 combined and single limit for bodily injury, plus \$300,000 property damage and general liability. The Pollution & Fuel Spill Liability coverage shall be a minimum of \$300,000
- For boats 27' and longer, the policy coverage must be a minimum of \$500,000 combined and single limit for bodily injury, plus \$500,000 property damage and general liability. The Pollution & Fuel Spill Liability coverage shall be \$939,000.

Proof of insurance shall be a Declarations page, Endorsement Summary page or Certificate of Insurance page provided by the Insurer. The standard insurance industry "ACORD" form alone is not acceptable.

Policies purchased by Boat Owner with Live Aboard status from Progressive Insurance Co. and its affiliates must include a Rider that stipulates the Live Aboard Boat Owner's vessel is covered and the coverage limits comply with the above.

The policy must include coverage or endorsement for sinking, salvage and disposal of the vessel.?

OYC must be named as an "Additional Insured" under such policy and must state that the coverage under such policy will apply as primary and noncontributory as respects any insurance maintained by OYC.

The policy must provide OYC with thirty (30) days' advance written notice in the event of cancellation of or reduction of coverage in the policy.

Failure to maintain proof of ownership, Registration, Documentation and/or required levels of insurance coverage shall result in the termination of this BERTH RENTAL AGREEMENT and require the removal

*Read & Accepted, Initialed* \_\_\_\_\_  
*Revised October 20, 2020*

of the vessel from the OYC Harbor within five (5) calendar days after the termination date of this Berth Rental Agreement.

**Term; Payments**

This agreement is a month-to-month license agreement. This license is for a minimum of one month, commencing and terminating as set forth herein.

The license fee (rent), set forth below is due and shall be billed monthly in advance. OYC may modify the rent by written notice to Boat Owner at the address set forth on OYC's records, which address may be updated from time to time. Such notice shall be directed by email or mail to Boat Owner or delivered in person not less than fifteen (15) days prior to the first day of the month in which the charge or modification is to be made.

An amount equal to one month's rent is required as a security deposit. This, along with the first month's rent, is due by the Boat Owner upon execution and delivery of this Agreement. The deposit shall be refunded upon termination of the Agreement provided Boat Owner is not in default.

In the event Boat Owner is in default, OYC may retain the deposit reserving all other legal rights against Boat Owner. Acceptance by OYC of partial payment of rent then due, the partial payment shall not constitute a waiver of OYC's right to terminate the agreement, to modify the future monthly rentals or, at its sole option, to substitute other comparable dock or berth in the OYC Harbor for the berth assigned to Boat Owner.

**Sole Use by Boat Owner**

Boat Owner may use the berth for storage of Vessel only. Boat Owner shall not assign or sublet the berth. The berth shall not be used for any type of commercial operation. Boat Owner shall not substitute any vessel not specified herein without first obtaining OYC's prior written consent.

Boat Owner shall neither modify nor permit others to modify any portion of the premises including, but not limited to the berth, adjacent areas, other portions of the Harbor or to OYC's equipment without obtaining OYC's prior written consent.

Boat Owner shall not hire contractors, subcontractors, individuals or companies that do not meet the minimum requirements set by OYC, and that are not registered and approved by the OYC office.

Upon expiration or early termination of this Agreement, Boat Owner shall return the Berth to OYC in the same condition as received. Ordinary wear and tear and damage by occurrences not reasonably within Boat Owner's control are expected.

If the vessel is sold, Boat Owner shall immediately furnish OYC with the name, address, and telephone number of the new owner. The new owner must remove the boat on the date of sale and transfer or ownership. If the new owner needs time to remove the boat, they must provide proof of boat insurance under their name, a bill of sale, and must complete a guest berth agreement and will be responsible to pay the OYC standard Guest Berth Fee.

**Limitations of Liability; Waiver by Boat Owner**

Use of the Berth and OYC Harbor is at the Boat Owner's sole risk. Boat Owner accepts the Berth assigned "as is" and with the understanding that OYC makes no warranties or any representation as to the suitability or condition of the Berth. OYC shall not be responsible for the care or protection of the Vessel (including its gear, equipment, and contents) nor for any loss or damage to the vessel, its contents, gear or equipment regardless of the cause. OYC does not warrant the condition of any portion of the OYC Harbor and/or the floats, gangways, ramps, and mooring gear. OYC makes no representation respecting the amount and quality of power available to Renter and/or the condition of the electrical pedestal, receptacles, dock lights or electrical meter.

OYC shall not be responsible for injuries to persons, including Boat Owner, its family members, its guests, or agents for any reason. Renter agrees to hold OYC harmless and indemnify it for all loss, damage, liability, or expense of any kind and/or nature including, but not limited to, attorney's fees

resulting from Boat Owner's acts or failure to act or those of their agents, employees, or guests, in the use of the vessel, the use of the Berth and OYC Harbor and its adjacent waters. Boat Owner waives all claims against OYC and agrees to hold harmless for any injury to anyone including, but not limited to Boat Owner and/or their guests, resulting from the physical condition of the Berth, the OYC Harbor, the land, and/or water approaches thereto or exits.

**Default**

Any of the following acts or omissions by Boat Owner shall be material breach of this Agreement:

- Failure to pay rent or other sums due hereunder (where such failure continues for five (5) days after written notice)
- Abandonment of the Vessel or the Berth while rental remains unpaid
- The failure by Boat Owner to perform any other provisions hereof which continues for ten (10) days after written notice thereof.

OYC reserves the right to collect unpaid rent or other past due amounts owed to OYC by filing a lien against Vessel pursuant to State and Federal Law. If Boat Owner is more than three (3) months past due with the Berth Rent of other unpaid dues, fees, food & beverage charges, or payments for merchandise OYC may:

- Take necessary action to file a lien against Vessel and
- Impound the vessel without further notice.

The Vessel will continue to accrue berthing fees and late fees while it is impounded at the then current rent.

OYC reserves all additional rights granted to it under the law. If OYC files a lawsuit against Boat Owner to enforce this agreement and/or recover sums due hereunder, all costs including, but not limited to, attorney fees shall be paid by the unsuccessful party.

Boat Owner hereby acknowledges that living aboard Vessel in the OYC Harbor at Pacific Harbor is not permitted unless Boat Owner has truthfully completed its application and has been granted authority to live aboard by Oakland Yacht Club.

**ACKNOWLEDGEMENT:**

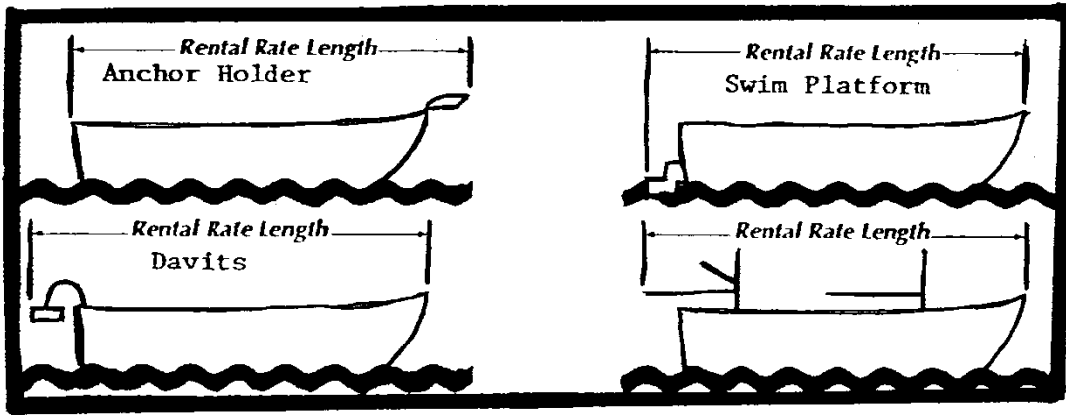
\_\_\_\_\_ Date: \_\_\_\_\_  
Renter's signature

\_\_\_\_\_ Date: \_\_\_\_\_  
General Manager's signature, for Oakland Yacht Club

**TERMS and CONDITIONS**

**MEASUREMENT:**

Berth rental rate is based on overall boat length, or the length of the slip, whichever is greater. The length of a boat is defined as the measure from bow to stern including any permanent overhang such as bowsprits, anchor holders, swim platforms, boat davits, self-steering vanes, and sail booms. Pulpits are not included. The following diagram(s) will be used as a guide in measuring boats in the harbor. Boats will be measured when they are placed in the harbor. Vessels in the harbor will be subject to re-measurement on a yearly basis.



### **Security**

Oakland Yacht Harbor gates shall be closed and locked at all times. Anything that prevents closure of the security gates, such as tying it open, taping the latch, changing the tension of the closing spring, blocking that gates, etc. is not permitted.

### **Sanitary Discharge of Sewage**

No person shall discharge sewage into the waters of Oakland Yacht Club's Harbor or the Estuary. Under no circumstances shall sewage from portable toilets be disposed of in the Clubhouse restrooms.

### **Oil Spills**

Any member spilling or observing oil or other petroleum spills shall immediately notify the U.S Coast Guard, the assistant Harbor Master and the General Manager, if available. Any member responsible for the spill who fails to report the incident is subject to their berth termination and/or fines from local and federal regulatory agencies.

### **Dock Boxes**

Dock boxes are available to rent. Only fiberglass dock boxes supplied by the Club will be permitted on the docks. No explosive materials, petroleum fuel products, or other hazardous materials shall be stowed on the docks or in the berth's dock box.

### **Water Hoses**

Water hoses shall be hung on racks at all times when not in use. An automatic shut off nozzle must be used at all times.

### **Lines**

Mooring lines and other lines or cables affixed to a vessel from the dock or finger must be maintained in an orderly fashion.

### **Safe Mooring of Boats**

Every vessel lying at any berth, side tie, pier, or dock shall be fastened with bow and stern lines in a safe manner. The use of additional spring lines by owners of larger vessels is recommended in order to control fore and aft surge. Failure to adhere to accepted standards will be cause for action as deemed necessary by the Harbor Master / General Manager

### **Springing**

Boats shall be secured so that NO part of the boat protrudes over the walkway or hits the fingers, regardless of current or wind conditions in the Harbor.

**Unsafe Mooring Conditions**

When a vessel is moored in a way that could cause damage to itself, other boats, or the docks, the General Manager will immediately notify the Boat Owner to correct the problem. If the problem is of immediate concern, such as a safety or security issue, the General Manager is authorized to take corrective action without prior permission of the Boat Owner. Costs associated with that action shall be billed to the Boat Owner.

**Berth Maintenance and Modification**

Boat Owners are requested to notify the General Manager of any maintenance required on their berth or surrounding Harbor area. No person shall make or cause to have made any modifications, alternations, or improvements to the berth or fingers without written authority from the General Manager.

**Miscellaneous Gear**

Dinghies and other miscellaneous gear shall not be stowed on the docks, or fingers of berths. All walkways must be kept clear. The General Manager is authorized to remove any item(s) inappropriately left on the docks or fingers without notification if the material constitutes a potential safety hazard.

**Motorcycles, Mopeds, and Bicycles**

Motorcycles, mopeds, bicycles, roller-skates, skateboards, scooters, or any other similar wheeled conveyance shall not be ridden or stowed on the docks, ramps, or in the gate areas. Bicycles may be stowed in locations where the OYC has installed bicycle racks.

**Swimming or Fishing**

Swimming or fishing is not permitted from the Vessel, docks, fingers, or any part of the OYC Harbor area. This rule shall not prevent a Boat Owner or their authorized representative, at their own risk, from working on the vessel underwater within the vessel's assigned berth.

**Barbecuing**

Barbecuing is not permitted on the docks.

**Electric Cords**

Electrical cords or any similar service connection must be kept in good condition and secured so that they are out of the water and do not present a tripping hazard. All shore power cords shall be waterproof marine grade and wire gauge of the proper size to match the outlet's amperage. The cord will be continuous from the dock connection to the vessel. Non-marine grade pigtailed or adapters will not be allowed at the dock connections or for vessel electrical service.

**Steps**

Dock steps or boarding platforms may be placed on the finger pier beside the boat to aid in safely getting on and off the boat. They must be neat in appearance and stable. The steps shall also be suitable to the size of the boat and not block or otherwise obstruct safe passage on the finger pier. Nothing shall be stowed in, under, around, or on top of them.

**Pets**

Pets shall not be allowed on the docks unattended or without a leash. The Boat Owner and their guests are responsible and liable for the conduct of their pet(s) and to pick up after their pets.

**Soliciting and Advertising**

No person shall solicit or sell any goods, erect signs, posters or other advertising media without first obtaining permission from the General Manager. Any authorized advertising shall be removed when the event is concluded.

### **Interpretation of the Rules**

The General Manager is empowered to interpret these Rules and will be available to do so during normal office hours. Should a question exist as to whether your intended activity or situation abides by the Rules, interpretation should be requested prior to undertaking the activity.

### **Waivers**

Any waiver or variance to these rules will be considered on an individual basis and must be approved by two-thirds of the Harbor Committee and a majority of the Board of Directors. Any waiver or variance to any one item does not constitute a general waiver or variance to any other member or provision of these policies, nor does it constitute a continuing waiver of variance.

### **Failure to Abide by the Rules**

Failure to abide by the Rules of OYC Harbor may (in the case of OYC member) result in disciplinary action by the Board of Directors for actions under Article XVI of the bylaws. For non-Club members, the General Manager shall recommend an appropriate disciplinary action to the Harbor Committee, up to and including notice to vacate the harbor, subject to approval by the Board of Directors.

### **Modification or Termination of the Berth Agreement**

OYC may change the terms of the Berth Agreement from time to time, as it deems necessary. In such event, OYC will provide the new Berth Agreement to Boat Owner and Boat Owner shall have thirty (30) days from the date of receipt to sign the new Berth Agreement. If Boat Owner does not sign such new Berth Agreement within such time, Boat Owner will be deemed to have terminated this Berth Agreement.

A Berth Agreement may be terminated by either OYC or the Boat Owner giving the other written notice of termination specifying the date of termination which shall not be less than thirty (30) days from the date of notification. Upon termination, the Boat Owner shall (1) remove the vessel from the OYC Harbor, (2) remove all other articles of personal property from the OYC Harbor, and (3) surrender to the office manager all keys to the OYC Harbor gates and Clubhouse.

**Boat Owner acknowledges receipt of a copy of the OYC Harbor Policies and all modifications as of the date hereof. Boat Owner agrees to comply with the Harbor Rules and all posted rules and regulations. Modifications to the Harbor Rules and Regulations are binding. Updates will be posted on the Oakland Yacht Club bulletin board. Modifications will be communicated to OYC members in SEASCAPE and to Encinal Yacht Club members by mail, email, or in person.**

**Boat Owner's Initials \_\_\_\_\_**



**Oakland Yacht Club  
Boat Owner Information**

**Registered Owner:**

Owner Name \_\_\_\_\_

Birthday \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Drivers License # \_\_\_\_\_ State \_\_\_\_\_

Vehicle(s) License # \_\_\_\_\_ State \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Member:  OYC  EYC Guest:

Previous Address if less than five years  
\_\_\_\_\_

Business Name  
\_\_\_\_\_

Business Address  
\_\_\_\_\_

**Legal Owner (if different from registered owner):**

Owner Name \_\_\_\_\_

Birthday \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Vehicle(s) License # \_\_\_\_\_ State \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Member:  OYC  EYC Guest:

**Co-Owner:**

Co-Owner Name \_\_\_\_\_

Birthday \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Driver's License # \_\_\_\_\_ State \_\_\_\_\_

Vehicle(s) License # \_\_\_\_\_ State \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Email Address \_\_\_\_\_ Member:  OYC  EYC Guest:

**Vessel Information:**

Vessel Name \_\_\_\_\_

Registration/Documentation # \_\_\_\_\_ State \_\_\_\_\_ Expiration \_\_\_\_\_

Builder \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Type of Vessel  Power  Sail Hull ID # \_\_\_\_\_

Hull Material  Wood  Fiberglass  Steel  Aluminum  Other

Hull Color \_\_\_\_\_ Length Overall \_\_\_\_\_ Beam \_\_\_\_\_ Draft \_\_\_\_\_

Current Photo Attached

**Insurance Information:**

**Policy Expiration Date:** \_\_\_\_\_

Vessel Insured By \_\_\_\_\_ Policy Number \_\_\_\_\_

Insurance Broker \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If Boat Owner violates the terms of this Agreement or the Oakland Yacht Club's (OYC) "Policies" as they exist at the time of any violation, OYC, upon written notice, may terminate this Agreement. Any and all provisions of the Harbor and Navigation Code shall be applicable in the enforcement of this paragraph.

The information on this application is true and correct to the best of my knowledge. I hereby authorize the Oakland Yacht Club or its agents to verify the above information and obtain a credit report.

**SIGNATURES:**

\_\_\_\_\_  
Boat Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Manager, for Oakland Yacht Club

\_\_\_\_\_  
Date



**For Office Use Only**

**Rental Fee Calculation:**

Membership Number # \_\_\_\_\_

Length Overall of Boat: \_\_\_\_\_ Ft

Berth Assigned \_\_\_\_\_

Effective Date \_\_\_\_\_

Rental per Month \$ \_\_\_\_\_

\$/Ft./Rate: \_\_\_\_\_

Overhang Feet: \_\_\_\_\_

\$/Ft./Rate: \_\_\_\_\_

Berth Deposit           \$ \_\_\_\_\_

Check # \_\_\_\_\_

**BILLED TO ACCOUNT:**

1<sup>st</sup> Month Berth Fees   \$ \_\_\_\_\_

Overhang Charge       \$ \_\_\_\_\_

Dock Box (optional)   \$ \_\_\_\_\_

Key Deposit             \$ \_\_\_\_\_

Total                    \$ \_\_\_\_\_