

**CABRILLO LANDING DRY STORAGE CENTER AGREEMENT  
MEMBER**

**I.**

This Dry Storage Center Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2 \_\_\_\_\_  
By and between CABRILLO LANDING, 211 W. 22<sup>nd</sup> Street, San Pedro, CA. Hereinafter referred to as  
Landlord, and Permittee identified as follows:

_____ Name	_____ Home Phone
_____ Street Address	_____ Work Phone
_____ City, State	_____ Zip Code

**II.**

Landlord hereby rents to Permittee, and Permittee hereby Rents for Landlord that certain **SPACE NUMBER** \_\_\_\_\_ at the CBYC DRY STORAGE CENTER to be used by Permittee for the purpose of storing the below described boat only and for no other purpose whatsoever. Permittee and said boat shall be subject to all rules of the Landlord, in addition to all the terms and conditions of this Agreement. Change of boat and/or alteration of overall length of boat requires notification to be given to Landlord. The Permittee's boat and trailer is identified as follows **(this information must be accurate or the agreement shall be subject to termination)**:

_____ Type of boat and length	_____ CF Number on Boat
_____ Name on Boat (if any)	_____ Trailer License Number
_____ Width and length including trailer tongue, rudder and/or motor	

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**III.**

**PERMITTEE MUST PROVIDE A CERTIFICATE OF INSURANCE NAMING THE LANDLORD AS AN ADDITIONAL INSURED. PERMITTEE'S INSURANCE INFORMATION ON THE BOAT AND TRAILER IS AS FOLLOWS.**

\_\_\_\_\_

Insurance Company

\_\_\_\_\_

Policy Number

**IV.**

**THIS AGREEMENT IS A MONTH TO MONTH TENENCY AND MAY BE TERMINATED BY EITHER PARTY UPON THIRTY DAYS WRITTEN NOTICE FROM THE FIRST OF THE MONTH. AS A NON-MEMBER BE ADVISED THAT A MEMBER CAN ASK THE SPACE BE VACATED FOR THE MEMBERS USE WITH THE THIRTY DAY NOTICE.**

**V.**

Upon entering into this Agreement, Permittee agrees to pay the Landlord the first month rent and a security deposit equal to one month's rent. A \$25.00 fee is required per access card. There will be a \$25.00 charge for lost or stolen access cards. Vehicle gate access only available by special arrangement with the CBYC office. Unauthorized use of access cards by persons other than Permittee will cause suspension or termination of Permittee's yard privileges.

**VI.**

A 10% late charge will be added to all accounts not paid In full by the 10<sup>th</sup> of each month. In the event of any rent increases all other terms and conditions of this agreement shall remain in full force.

**VII.**

Permittee shall abide by the written Regulations adopted by Cabrillo Landing from time to time to govern the Dry Storage Yard. These Regulations will and are promulgated for the protection, preservation, and enjoyment of the Marina facilities and may be amended or added to in order to further those purposes. Failure to comply with the Dry Storage Yard Regulations may result in eviction.

**VIII.**

This agreement and the rental of said Space are subject to all terms and conditions in that certain Concession Agreement 517 between the port of Los Angeles and Cabrillo Beach Yacht Club/Cabrillo Landing, and likewise is subject to any amendments, extensions or renewals thereof. Permittee assumes

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full responsibility for the safe condition of the space that Landlord rents to Permittee, the right to use such said space, and the Permittee accepting it "as is", "where is", without warranty of any kind.

**IX.**

Permittee further acknowledges that he will be responsible for damages to the Landlord, Port of Los Angeles, or others occasioned by the acts of negligence of himself, his agents, employees, invitees, or licenses and agrees to indemnify the Landlord and the Port of Los Angeles from and against any and all claims, demand, action, judgements, costs or expenses whatsoever, when such injury, death, loss or damage arises out of operations upon use of any portion of the Premise of the Landlord by the Permittee, his agents, employees, invitees, or licenses.

**X.**

Landlord expressly reserves all rights and remedies in the event of breach by Permittee of any of the terms herein, and Permittee expressly acknowledges Landlord's right to impose a possessory lien upon Permittee's boat for any and all unpaid rental claims and damages due or to become due.

**XI.**

In the event any action shall be instituted to enforce any covenant herein contained, or to recover possession of the Premises for any default or breach of the agreement by Permittee herein, Permittee shall pay towing, impounds, plus Landlord's attorney fees and costs as may be determined by the court.

**XII.**

Permittee acknowledges that he has received a copy of dry storage regulations and read the preceding and agrees to abide and be bound by the terms, conditions and recitals set forth herein and further acknowledge payment by Permittee to Landlord as follows:

**FIRST MONTH** \_\_\_\_\_  
**SECURITY DEPOSIT** \_\_\_\_\_  
**ACCESS CARD FEE** \_\_\_\_\_  
**TOTAL PAID** \_\_\_\_\_

BY \_\_\_\_\_  
LANDLORD

BY \_\_\_\_\_  
PERMITTEE