

City of Newport Beach

Harbor Resources Division

100 Civic Center Drive Dr. Newport Beach, CA 92660

**Due by
February 10, 2016
Noon**

Dinghy Rack Rental Application and Agreement

The City of Newport Beach (City) provides dinghy rack storage as a courtesy and convenience to current mooring permittees only. Rack tenant ("Permittee") understands and agrees that use of any rack space is used at his/her own risk and City is not liable for any loss or damage incurred through use of racks.

It is agreed by the undersigned party as follows:

1. Only current mooring permittees are eligible to rent and use the assigned rack space.
2. Dinghy rack spaces are assigned by drawing, after which, all spaces will be assigned on a first come, first served basis.
3. No boat longer than 10 feet may occupy any rack space, except kayaks, assigned to the top rack only.
4. Marina ID decals must be placed on all boats and be plainly visible at all times.
5. Each space is rented on a month to month basis, no rent proration or refunds shall be granted.
6. This Agreement will automatically terminate upon termination, transfer or cancellation of the Permittee's Mooring Permit. The undersigned is responsible for ensuring the boat is removed immediately upon termination or cancellation of the Mooring Permit.
7. The Policies and Procedures attached hereto as "Attachment A" apply to the use of the assigned rack space.
8. The monthly rental rate is \$25.00, and subject change according to City Council Resolution 2015-6.
9. This Agreement may be cancelled by the City or mooring Permittee by providing thirty (30) calendar days written notice to the other party.
10. All contact information must be kept up to date on the mooring permit (NBMC 17.60).

Mooring Permittee/Tenant: _____ Mooring No. _____

E-mail: _____

Phone: _____

Address: _____

I understand and agree to all the terms of this Agreement:

Permittee:

Signed: _____ Date: _____

**ATTACHMENT A
DINGHY RACK RENTAL AGREEMENT
POLICIES & PROCEDURES**

- 1) **Dinghy Storage.** City may, but is not required to, provide storage for dinghies and/or kayaks. If City elects to do so, permittee is not guaranteed a storage space. If a storage space is provided, permittee agrees to tender the current storage fee no later than the first day of each month, with other fees due if applicable. Dinghies with a length overall (LOA) greater than 10 feet or a kayak with an LOA of 15 feet may not be stored in the Rack without the express prior written approval of the Harbor Resources Manager.
- 2) **Owner's Risk.** The City, its respective officers, agents, employees and/or volunteers shall not be liable to Permittee or Permittee's guests, employees, and/or agents for any loss of, or damage of any kind, to any motor vehicles or other personal property in or on the buildings, parking lots, or other portions of the Balboa Yacht Basin property.
- 3) **Small Boat Storage.** A "Small Boat" is defined as a sabot, dinghy, inflatable or similar vessel with a LOA of 10 feet or less, or a canoe or kayak with an LOA of 15 feet or less. A Small Boat may be launched from the Balboa Yacht Basin docks provided the owner of such vessel(s) is entitled as a party to a current and valid permit AND the Small Boat weighs less than 100 pounds. Jet skis, personal watercraft and vessels weighing in excess of 100 pounds shall not be stored at or launched from Balboa Yacht Basin docks at any time.
- 4) **Storage of Equipment.** Permittee shall not store or leave any items on the floats, docks, fingers, landings or landside areas of the Balboa Yacht Basin, including plants, bicycles, dinghies or any other items. Dinghies may only be stored in an authorized storage space assigned by the City. City strongly urges Permittee to secure all items, as the City shall not be held liable for the loss or theft of any personal belongings.
- 5) **Impounds.** Impounding Personal Property.

Purpose: To ensure the proper handling and disposal of personal property identified at the Balboa Yacht Basin. All personal property identified and impounded by the City of Newport Beach will be handled in a professional manner. Whenever possible, personal property will be returned to its rightful owner or disposed of in accordance with this policy.

- a) Any lock that the City cuts will also be disposed by City.
- b) Remaining personal property will be inventoried and stored in a secure storage area designated by City. If left unclaimed for 30 calendar days, the personal property will be disposed of and no compensation will be provided to the Permittee.