

Driscoll Mission Bay Guest Application

1500 Quivira Way
San Diego, Ca 92109

Marina: 619-321-3887 | Fax 619-374-1301 | jgraham@driscollinc.com

Maximum guest slip stay is 7 Days. *(Extended by request with management approval)*

Daily rate is \$3.00 per foot/day + utilites (Holiday rate is \$4.00 per foot/day)

Security Deposit is required

Key Deposit is \$100 per key

Owner's Name: _____

Alternate Phone: _____

Co-Owner's Name: _____

Driver's License: _____

Billing Address: _____

Emergency Contact & Phone #: _____

E-mail: _____

*Arrival Date/Time: _____

Phone: _____

*Departure Date/Time: _____

Vessel Information

Vessel Reg. #: _____ Make: _____ Year: _____

Vessel Name: _____ Overall Length: _____ Beam: _____ Draft: _____

Insurance: _____

Reason for stay: _____ Next Destination: _____

***7 Day Advance Notice required to make Guest reservation** *Check in time: 3pm / Check out time: 11am*

Office use only

Slip Check-in Information:

Vessel check-in Date: _____

Slip No. _____

Vessel check-out date: _____

Total number of days: _____

Security Deposit: _____

Payment Information:

Daily - \$3/ft/day: _____

\$100 per key card: _____

(Holidays \$6/ft/day): _____

Utilities- \$2/day: _____

Total payment due: _____



Application Screening Requirements

1. **Copy of the owner's drivers license or state ID.**
2. **Recent photo of the boat** - preferably a broadside view with registration number or vessel name legibly viewed.
3. **Current registration or documentation** – if you recently purchased the boat, a copy of the bill of sale is required. The registration or documentation should be provided within 30 days.
4. **Proof of insurance** (see – with amount of no less than \$500,000 worth of protection and indemnity coverage (including pollution and wreck removal) as well as Driscoll Mission Bay and the City of San Diego listed as additional insured, to read as follows:

Driscoll Mission Bay
1500 Quivira Way
San Diego, CA 92109

City of San Diego, it's elected officials, officer
representatives, agents and employees
1200 3rd Avenue, Suite 1700
San Diego, CA 92101

Progressive Insurance is not accepted

TERMS AND CONDITIONS

1. **Commercial Activity is NOT ALLOWED in the Marina**
2. **NO Chartering**
3. **Management may require guest to move or vacate without notice.**
4. **All Reservations are FINAL- no refunds**

I, the undersigned, do hereby certify that the information on the application is true and correct to the best of my knowledge and agree that any misrepresentation or falsification shall justify rejection of this application. I hereby authorize Driscoll Mission Bay, LLC or it's agent to verify the above-given information. **Further, I/we understand and agree that living aboard is not allowed at Driscoll Mission Bay.**

Signature: _____ Date: _____
Vessel Owner

E-mail: _____
E-mail is mandatory for screening process.

1. Terms of this agreement are day to day commencing ___/___/___ and ending on ___/___/___, and include any extensions as noted above Vessel will be measured and the rate may be changed pursuant to what the vessel actually measures, charges are for the boat or slip whichever is largest. Guest will be charged for the slip until Marina is notified that the slip vacated, and keys are returned.
2. **LIABILITY AND INDEMNITY: Waiver of liability:** Owner hereby waives all claims against the marina for damage to the vessel, gear and equipment or any goods, wares or equipment in, upon or about the vessel or common areas, and for injuries to persons including but not limited to Owner's family, agents, guests, or invitees, occurring on, in or about the vessel common areas, whatsoever arising at any time including but not limited to, fire, theft collision, chafing or sinking or otherwise for any loss, damage or injury of any kind of nature occasioned by the movement of any boat or vessel. Solely for the purpose of this paragraph, the term "Common Areas" shall mean all areas in, on or around the vessel, the slip, the dock areas, walk, gangways, restrooms and other convenience facilities, parking areas, and roads in, around, and leading to the marina area.
3. Owner hereby agrees to indemnify and hold the marina exempt and harmless for and on account of any damage to vessel, gear, equipment or any goods, wares or equipment in, upon or about the vessel or the common areas, or any personal injury or property damage whether sustained by the Owner or any other person, firm or corporation, by reason of any matter, thing or occurrence arising out of or relating to the operation, occupancy, or possession by Owner or Owner's family, agent or invitees of any boat or vessel or any slip, or arising from the use of the common areas by the same, or arising from the failure of Owner to keep the vessel in safe and proper condition or to keep the slip or surrounding areas neat, clean, and unobstructed as herein provided.
4. **Damages:** Owner agree to pay Marina for all damages to the slip or other Common Areas caused by Owner's misuse or neglect of die slip or other Common Areas, or their appetencies, or the misuse, use or disuse of any equipment thereon by the Owner, family, agents or invitees. Owner acknowledges that the Marina has not made any representations or warranties with respect to the nature, suitability, or condition of the Common Areas, except as expressly set forth herein, and that no such warranties or representations shall be implied. 5* I have read and understand the rules and regulations of the Marina. I understand that violation of any of these may result In Immediate termination of this license agreement

MARINA RULES AND REGULATIONS

These rules and regulations constitute and integral part of the Contract for Private Wharfage

1. **Safe Mooring.** All boats shall be moored in a safe manner.
2. **Notification of Unsafe Conditions.** Tenants shall promptly notify Marina of any unsafe or hazardous condition that comes to their attention.
3. **Unauthorized Moorage:** No vessel may be moored at Marina unless a current Contract for Private Wharfage is in effect between the Owner of the Vessel and the Marina.
4. **Responsibility for Damages.** The Marina is not responsible for any losses on or damage to boats at the Marina. Each tenant will be held responsible for any damage to the Marina premises and/or structures (including docks, ramps, electrical pedestals and/or utilities) caused by tenants, his guests, agents and/or employees. Such damage will be repaired or corrected solely by Marina at the expense of the tenant.
5. **Speed Limit / Improper Vessel Handling / Engine Operation.** The speed limit within Marina is steerage only, with no wakes and no greater than 5 knots. Improper or unsafe boat handling shall be just cause for immediate termination of this Contract. Engines may not be operated in 0ar while boats are secured to dock.
6. **Offensive or Harmful.** Conduct Disorderly, offensive or indecorous conduct by a tenant or his visitors that might injure a person, disturb other berth tenants, cause damage to the property or harm the reputation of the Marina shall be just cause for immediate termination of this Contract. Owner assumes full responsibility for his/her guests' conduct and agrees to be held jointly and severally liable for all consequences of his/her guest's actions.
7. **Noise.** Owner shall not make or allow any disturbing noises on the docks or anywhere on the premises, with particular emphasis between the hours of 10:00 p.m. and 7:00 a.m., either by Owner or his/her family or guests, nor shall Owner permit such persons to engage in any conduct which will interfere with the rights, comforts or convenience of others. Except for entering or leaving the slip, or as necessary in an emergency, main engines, power-generation equipment, or other noise-making machinery shall not be operated between the hours of 10:00 p.m. and 7:00 a.m. Halyards shall be secured to eliminate noise.
8. **Pets.** One cat or dog pet per boat is allowed in the marina-no other pets are allowed. Such pets are not permitted to roam outside the owner's boat. Dogs are permitted on the docks only if they are always leashed, and provided they do not bark, growl or create any disturbance. Dogs may not relieve themselves anywhere on marina property. Cats must be carried in a cat carrier. The Marina reserves the right, within Its complete discretion, to prohibit any pet from accessing the Marina premises. The boat/pet owner is responsible for immediately cleaning up any mess from his/her pet and washing the affected dock area. Any violation of these pet rules will be grounds for the immediate removal of the pet, and may be cause for immediate termination of this Contract
9. **Parking.** The marina does not have unlimited parking space. Parking stickers will be issued for up to two vehicles per slip, as Identified on the Contract for Private Wharfage. However, only one vehicle may be parked in the lot per each slip. Vehicles using the parking lot must be currently registered and operational. No trailers, RVs or oversize vehicles are allowed. The parking lot may not be used to repair vehicles. Neither the Marina nor its agents shall be liable for any loss or damage of any kind to any personal property, including vehicles (and/or the content thereof), left in the parking lot. Vendors, contractors and boat workers are not allowed to park in the parking lot - they may enter to leave off or pick up materials. Vehicles may not be parked for a period exceeding 48 hours without the written permission of the Marina. Vehicles in violation of the above are subject to being towed at the risk and expense of the owner of such vehicle.

10. **Children/Life Jackets.** Children under 12 years are not permitted in the Marina without the Immediate presence of their parents or other responsible adults. Children under 18 must have adult supervision while on the Marina docks. All no swimmers or children under the age of 12 must wear a life jacket at all times while on the docks.
11. **Projections beyond End of Berth.** No vessel or part of any vessel (including extensions such as swim steps, booms, bait tanks, etc.) may project beyond the end of the berth into the waterway, unless otherwise authorized by the Marina in writing. No part of the boat shall extend over the main head walk.
12. **Water/Power Lines.** Water, telephone, cable or power lines shall not cross main docks.
13. **Electrical Extensions/Dock Power Connections.** All electrical cords and adaptors connected to the dockside power receptacle must be of a type approved for marine use. The use of electrical extensions, cords, connectors and similar items are at the sole risk of Owner or other user and the Marina shall not be liable for damages caused by or as a result of the use of any such item or any electrical appliance. All shorelines, adapters and dock-side male plugs MUST be unmodified and equipped with an acceptable ground and weatherproofing in accordance with Article 555 (or successor Article) of the National Electrical Code. Wiring must be of adequate size for the power provided. Cords may not be affixed protection when using the provided electricity. Neither Owner nor anyone at his/her direction is permitted to alter electrical or other utilities in any manner under any circumstances.
14. **Hose-Nozzles.** Hoses present on a dock can present a trip hazard, and hoses can burst if deteriorated and the water is turned on. Hoses may not be physically connected to boats in any way. Any hose seen connected to a boat will be removed by marina staff. Hoses may only be used for wash downs and filling of water tanks and turned on when not in use. Automatic shut-off nozzles must be attached to hoses in order to conserve water.
15. **Hazardous Activities/Barbecues.** All high-ride fire hazards, i.e., refueling boats at dock side, storing flammable material on docks, etc. is strictly prohibited. Barbecues are strictly prohibited on all dock areas. Use of charcoal barbecues is not allowed on vessels.
16. **Flammable Materials & Fuel Leaks.** Owner agrees not to store any flammable materials anywhere on the Marina premises, including within any boarding steps, except that as deemed necessary by the Owner such materials may be placed below decks aboard Owner's vessel, at his/her sole risk liability. Owner agrees that in the event his/her Vessel experiences the leak or spill of any fuel or other combustible liquid within the interior of the Vessel, he/she shall immediately contact the San Diego Fire Department and the Marina Office to report such leak or spill. Owner agrees in such event, further, to immediately contact an emergency vessel towing service to arrange for the removal of the Vessel to the Marina, arrange to have the problem(s) causing any leak permanently corrected.
17. **Discharge from Vessels/Disposal of Liquids.** Owner shall not throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, flammable liquid, oily bilges into the water on Marina premises. All such matter shall be deposited at appropriate disposal sites. Vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. Marina prohibits the use of detergents and emulsifiers on fuel or oil spill, the Vessel Owner is required to immediately notify the U.S. Coast Guard and all other agencies, as required by law. Owner shall also immediately take all necessary actions to remove spilled substances from the water and from all pilings, vessels and other surfaces impacted by the spill and shall, if necessary, retain the services of a professional pollution response company.
18. **Overboard Discharge/Use of Marine Toilets.** This Marina has a "zero tolerance" policy with respect to overboard discharges. Overboard discharges of heads or holding tanks are forbidden by law and by Marina's rules; violation of these terms is grounds for immediate eviction and termination of the Marina's obligations to Owner under the Contract. If the Vessel is equipped with a head or other permanent installation designed to hold human waste, the Vessel must be equipped with a marine holding tank which will receive and retain sewage from the boat's head to preclude discharge of sewage or chemicals into the waters of the Marina. In the alternative, Vessel Owner shall always have all toilets aboard the Vessel rendered inoperable while the Vessel is at the Marina. Owner agrees to permit inspection of such heads/installations upon demand by Marina and agrees to permit a marina representative to deposit a dye tablet into any waste holding tank if the Marina deems it appropriate for any reason. A failure to use the holding tank or equivalent devices, or failure to render the toilets inoperable when no holding tank is available, shall entitle the Marina to immediately terminate this Contract.
19. **Disposal of Refuse.** Do not dispose of any fuel, paint, oil, other liquid waste, absorbent pads/rags, batteries, engine parts, or other contaminated materials into the Marina's trash dumpster. These materials must be removed from the Marina's premises and disposed of properly at a facility authorized to dispose of such materials.
20. **Vessel Repairs and Maintenance.** No rebuilding, hull painting, power tools, sander use, spray gun use, engine/generator overhauls or other refurbishment efforts are permitted. However, normal and customary maintenance shall be permitted, provided preventative measures are in place to keep debris from entering the water.
21. **Contractors Working on Vessels.** Work of any kind aboard the Vessel, to be undertaken by other than Owner, must be approved in advance of such work, in writing, by the Marina. Companies and/or workers hired by Owner to accomplish tasks aboard a vessel are required to sign in with the Marina office and execute an Independent Contractors Agreement. All contractors and boat workers hired by Owner must show proof of insurance in the amount of \$1,000,000 w/ Worker's comp coverage, a current business license and must register with and receive prior approval from the Marina before beginning work on the Marina's premises. Such contractors are restricted to weekdays, 0800-1800 hours. Contractors shall check in/out with the Marina office for each entry. Marina requires the use Best Management Practices for a clean environment.
22. All Owners are reminded that the Marina is a recreational area and not a boat yard or repair facility.
23. No contractors has any presumed right to work in the marina.
24. **Fishing/Swimming.** Fishing or swimming from Marina premises shall not be permitted. No fish cleaning is permitted on the docks or in the slips.
25. **Bicycles/Skates, Etc.** No person shall roller skate, roller blade, skateboard, ride bikes, and/or scooters or motor scooters or motorcycles on the docks or gangways located at the Marina.

- 26'. Boarding Steps, Dock Boxes and Other Dock Obstructions.** Anything left on docks or other areas of the Marina pose potential hazards to all on the premises. Therefore, apart from boarding steps that have been approved by the Marina, nothing may be left on the docks or other places located on the Marina's premises. Water hoses must be coiled on the hose holders on the dock pedestals. Power cords may not be placed on docks in such a manner as to present a possible trip hazard. Temporary, removable, non-affixed, non-secured dock steps used for ingress to and egress from a vessel shall not tie wider than one-half of the width of the finger to which the Vessel is moored, and no more than three feet in length. The steps must be of a lightweight construction and approved in advance by the Marina. The Marina reserves the right to prohibit storage within dock steps.
- 27. Small Boat Storage.** Sabots, inflatables, kayaks, canoes, ditties and auxiliary craft must be stored on the Vessel and not in the water or on the docks. The Marina reserves the right, on a case-by-case basis, to permit a dinghy to occupy a slip, provided It does not extend beyond the confines of the slip.
- 28. Storage of Equipment.** Owner shall not store or leave any items on the floats, docks, fingers or landings, including plants, bicycles, dinghies and other items. Strides must be stored on the Vessel or in the bike racks.
- 29. Laundry.** There shall be no laundering or drying of clothes on deck or rigging at the Marina
- 30. Television Antennas.** No television antennas may be attached to marina docks or pilings.
- 31. Bumpers, Approved Equipment/Alterations to Docks & Premises.** All equipment used on floats by tenants must be of a type approved by the Marina. Boat Owners may not install additional items of any kind within slips or in any way make alterations to the dock and fingers. Any installation within a slip must be approved by the Marina on an individual basis. All installations on the floats shall be installed by Marina personnel. Cost of such additional and approved installations will be charged to the Vessel Owner.
- 32. Maintenance of Slip and Surrounding Environs.** Owner agrees to maintain the Slip, the walks, floats, ramps, gangways and docks in, about and surrounding the Slip in a neat, clean and unobstructed condition at all times. Should it become necessary for Marina to maintain the area in said condition, it will be done at Owner's expense.
- 33. Solicitations.** It shall be unlawful for any unauthorized person to solicit business or offer for sale goods, wares, merchandise or services, or solicit order for such sales on the premises of the Marina.
- 34. Posting of Signs.** Unauthorized advertising signs, for-sale signs or notices are prohibited aboard any boat.
- 35. Commercial Activities.** Use of any boat moored at the Marina for commercial or charter purposes is not permitted without the prior written approval of the Marina. No commercial business activities may be conducted in/from the Marina.
- 36. Messages.** It is not reasonably practical for the Marina Staff to accept or deliver messages to any Owner or Vessel. No mail, packages, deliveries, or special orders can or will be accepted on behalf of Vessel Owners.
- 37. Bottom Cleaning.** Any dive service operating in the Marina must follow Best Management Practices to minimize discharge of bottom paint. In addition, any dive service company operating in the Marina must be approved by the Marina as an Independent Contractor Agreement, with requisite insurance, on file in the Marine office.
- 38. Holding Tank Pump outs.** The Marina does not provide pump out facilities. Holding tanks must be pumped out at one of a number of public pump out stations in the area. Any holding tank pump out and cleaning service operating in the Marina must be approved by the Marina as an independent contractor, and have an approved Independent Contractor Agreement, with requisite insurance, on file in the Marina office.

 Guest Name (Printed)

 Guest Signature

 Date

 Authorized Marina Representative