

Live-Aboard Addendum to Berthing Agreement

This Addendum is incorporated into that certain Berthing Agreement executed _____, 20____ by and between the Long Beach Port Commission ("The Commission") and _____("Boat Owner"). Unless expressly inconsistent with this Addendum, the Berthing Agreement and its terms and conditions shall remain in full force and effect and shall apply fully to this Addendum.

Living Aboard. The Commission hereby consents to the individuals identified in the Live-aboard Application living aboard the Vessel identified in the Berthing Agreement, subject to the terms of this Addendum and the terms of the Berthing Agreement. Boat Owner understands and agrees that living aboard is a privilege granted at the Commission's option which may be revoked by the Commission at its discretion, as provided below. The Commission restricts the number of vessels designated for the purpose of living aboard to no more than 5% of the harbor slips and sets a minimum vessel size of 32 feet which may be considered for the purpose of living aboard. The commission reserves the right to restrict the number of individuals who may live aboard a vessel.

Living Aboard Does Not Give Rise to Residential Landlord Tenant Relationship/Right to Terminate Addendum or Berthing Agreement With or Without Cause. It is understood and agreed that the Berthing Agreement and this Addendum thereto collectively constitute a *commercial contract* only, and that living aboard the Vessel neither converts this commercial contracting into a residential lease, nor gives rise to any residential tenant rights whatever. Boat Owner represents and warrants that he or she, and all persons identified in the Application hereto, will have available to them for their immediate use a dwelling or other abode in which they can reside, in the event this Addendum or Berthing Agreement is terminated. It is further understood and agreed that both this Addendum and Berthing Agreement may be terminated by either party *with or without cause*, by simply providing 30 days advance notice to the other party, in the manner described in the Berthing Agreement. Boat Owner further understands and agrees that in addition to the Commission's right to terminate this Addendum and/or the Berthing Agreement by providing 30 days advance notice, either may also be terminated immediately by the Commission in the event of any breach by the Boat Owner of the terms or conditions of the Berthing Agreement or this Addendum.

Deposit. A deposit equivalent to the first and last month's rent will be collected upon enacting this Addendum. This deposit is refundable provided all conditions in the Berthing Agreement and Live-aboard Addendum are satisfied.

Fees. In consideration of the Commission's grant of permission to live aboard the Vessel, the commission shall charge and invoice on a monthly basis, and the Boat Owner shall pay the fees set forth below, hereto (the "Live Aboard Fees"). Such Live Aboard Fees are in addition to any and all other fees and charges due by the Boat Owner to the Commission under the Berthing Agreement or otherwise.

- A. Live Aboard Rent to be calculated at the rate of \$ 7.00 per linear foot of the Vessel.
- B. For any more than two persons living aboard, an additional \$ 40.00 per person will be added to the rent.
- C. Utility Fee: Boat Owners shall pay the sum of \$ 50.00 per month for costs of utilities.
- D. Air-conditioning: Any vessel that has an air-conditioner(s) shall be charged an additional sum of \$ 50.00 per month for each air conditioning unit aboard.

The Commission may increase or decrease the Live Aboard Fees by providing 30 days advance written notice to the Boat Owner. Live Aboard Fees are due and payable at the same time as the fees due payable under the Berthing Agreement.

Children. Boat Owner represents the individuals designated to live aboard the Vessel in The Application A are adults, and the Boat Owner represents and warrants that no person under the age of 18 shall be permitted to reside on the Vessel.

Sanitary Facilities. Unless the Vessel is equipped with a holding tank(s) specifically designed for marine use that is entirely functional in all respects and configured so that waste cannot be discharged overboard, all persons living aboard the Vessel shall utilize the sanitary facilities maintained by the Commission. The discharge of sewer or other contaminants prohibited by law shall be cause for immediate termination of this Addendum and Berthing Agreement. If a holding tank is used, the Commission reserves the right to require the Boat Owner to periodically deposit into holding tank(s) a dye tablet. A sanitary Pump Out facility is located at the fuel dock and a record is kept on Vessel usage.

Conduct. Persons living aboard a Vessel shall at all times behave in a courteous, respectful, decorous and neighborly manner, and shall comply with all noise abatement and other applicable laws and regulations, including those in the Berthing Agreement and incorporated Harbor Rules and Regulations. Violations of these standards, or any behavior which in the Commission's sole view creates a disturbance or interferes with the peaceful enjoyment or safety of the Harbor's other occupants, shall be grounds for termination immediately of this Addendum and/or the Berthing Agreement

By signing below, the Boat Owner confirms he/she has read, understands and agrees to be bound by all of the above terms and conditions, as well as those appearing in the incorporated Berthing Agreement and Harbor Rules and Regulations.

Dated: _____, 20____

	Vessel Owner's Name Printed	Signature
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Dated: _____, 20____

	Harbormaster's Name Printed	Signature
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