



BRICKYARD COVE MARINA

1120 Brickyard Cove Road, Pt. Richmond, CA 94801
Phone: 510-236-1933 Fax: 510-236-0153
Website: www.bycmarina.com Email: info@bycmarina.com

GUEST SLIP - RENTAL AGREEMENT

Guest Slip Rate Structure:

- 1-4 nights: Daily Guest Slip Rate
- 5-15 nights: Prorated Half Month Rent of reserved slip
- 16-30 nights: Full Monthly Rate of reserved slip

Rental Terms:

Guest Rental Start Date:		Guest Rental End Date:	
Guest Slip #:		Rental Total Due:	

Guest Slip Renter (name):		Primary Phone #:	
Secondary #:		E-Mail:	
Mailing Address:			
City:		State:	Zip:

Vessel Owner, if not the guest slip renter (name):		Primary Phone #:	
Secondary #:		E-Mail:	
Mailing Address:			
City:		State:	Zip:

Emergency Contact Name (should be someone who will not be on the boat):		Contact#:	
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Vessel Name:		Make:		Model		Year	
Boat Identifying features:							
Vessel: Length (Overall)		Beam		Hull ID #			
DMV Registration or USCG Documentation #				Expiration Date:			

Rules & Regulations:

A. Guest Slip Rules and Regulations

1. Rental payment is required by credit card before the boat can arrive. Guest Renter agrees that the credit card used for rental payment will be held for incidental fees that may arise including extension of rental dates, or transient fees if the vessel does not vacate on the arranged Rental End Date.
2. Guest Slips are billed by 24 hour increments starting on the Rental Start Date when the boat arrives at the dock or at 4pm if the boat arrives after business hours. All paperwork must be submitted before the boat arrives or by 4pm on the first day of your rental if the boat will arrive after business hours.



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3. If the Guest Renter would like to extend or shorten the rental date beyond what is listed in this agreement, they will need to notify the Brickyard Cove Marina Office in writing 48 hours in advance of this change. Requests to change rental dates may or may not be granted depending on availability.
 - a. If Brickyard Cove Marina is able to extend the guest slip rental, payment for the additional days will be billed automatically to the credit card on file before the last day of the original Guest Slip Rental. BYC may require that the boat be moved into a different slip if another boat is scheduled to arrive in the slip the guest rental is occupying. If no other slip is available you will be required to vacate on your original departure date.
4. If the boat does not arrive during the guest rental dates, and the reservation was not canceled 48 hours in advance of the rental date, the Guest Renter is responsible for paying the rental fees for the reserved dates.
5. The primary rental of this guest slip will be with the Guest Slip Renter. Brickyard Cove Marina will work with them directly for daily rental needs. If the Vessel Owner is not the same as the Guest Slip Renter, the Vessel Owner must sign this agreement as well to acknowledge that under Maritime Law, any balance due on the boat stays with the boat, not the renter.
6. The Guest Slip Renter and the Vessel owner both accept liability for the vessel and any guests visiting the vessel.
7. If the boat fails to vacate on the rental end date without written confirmation of rental extension, it will be considered transient and will be subject to automatic \$30/day fees which will be billed automatically to the credit card on file. Because the slip may be assigned to another boat, Brickyard Cove Marina may need to move the vessel to another location. Vessel Owner agrees to allow Brickyard Cove Marina to move the vessel to another location within the Marina and will hold the Marina harmless in doing so.
8. Guest slip rentals shall be for the vessel described in the Rental Agreement only. Guest slips may not be sublet to other boats.

B. General Rules and Regulations

1. Marina Management: The Marina Administrator has the authority of interpretation and enforcement of the following regulations.
2. Required Information: The owners of the vessels berthing in Brickyard Cove Marina (BCM) shall furnish to the Marina Office all personal and vessel information sought on the Guest Slip Checklist.
3. Water Safety: Water Safety of children is the responsibility of their parents/guardian. All children are required to be under the supervision of their parents/guardian at all times while in the Marina.
6. Vessel Traffic within BCM: All vessels within the BCM and Brickyard Cove Development must be operated in a safe and prudent manner. The speed of any vessel within these areas must not exceed 3MPH. All contact with boats in the marina or at residences is to be reported to the Marina Office. Failure to do so will result in immediate termination of your rental agreement.
8. Disposing of Refuse: Discharge of any waste material into the water of BCM is strictly forbidden. Violators will be reported and subject to a fine from the U.S. Coast Guard. All garbage must be deposited in receptacles provided for that purpose. See BCM 'Pollution Avoidance Policy' for more information. See Marina office for use of the BCM dump station.
10. Commercial Activities: No person shall conduct commercial business activities of any kind within the marina without permission of the Marina Administrator.
11. Unnecessary Disturbance: As BCM is located within a residential community; excessive noise of any kind will not be permitted. This includes the tapping of halyards against spars. It is the owner's responsibility to properly secure his halyards. Violators will be charged \$25 service fee in the event the Marina personnel have to secure halyards.
12. Electrical Power and Water: Electricity and water are provided for your convenience. While not aboard, however, the electric power is not to be used for cabin heaters, refrigerators and water heaters. Your electrical cord must be a marine grade.



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13. Dock Debris. We do not allow any debris on docks. We do allow lightweight boarding platforms no wider than ½ the finger width. They may not be used for storage. Under no circumstances may other gear, equipment, storage boxes or dinghies obstruct the dock.

14. Maintenance and Care in Berthing: All vessels shall be berthed with proper care and lines are kept in such condition as to meet with the approval of the Marina Office. In the event that lines are not so maintained, the Marine Administrator may supply lines and/or fittings necessary at vessel owner's expense.

15. Living on Vessels: Without written approval of the Harbor Master, no vessel may be used as a residence. Vessels may be used for eating and sleeping purposes for a period not to exceed 4 nights for a ½ month rental or 6 nights for a full month rental, providing the shore-side sanitary facilities are used.

16. Certificate of Insurance: Minimum \$300,000 watercraft liability including salvage and cleanup is required.

B1. Gates & Keys: All controlled access gates shall remain locked and closed at all times.

B2. Boat Owner Access: Card keys to the docks, restrooms, laundry, hoists and other Brickyard Cove facilities are for the sole use of tenants and their families. Boat Owners are responsible for all activity that occurs as a result of entry with their assigned card key. It is the responsibility of the Boat Owner to notify the Marina Office if a key has been lost or stolen. If not reported as lost or stolen, any violations caused by any individual who uses a Card Key will be the responsibility of the person that the Card Key is assigned to.

B2.1 Location & Times of Access: Boat Owners can purchase card keys with 24 hour access to the areas of the Marina that they will be using.

B2.2 Guest Access: Guests shall not be permitted access to Marina docks and other facilities unless escorted by a Boat Owner or authorized Boat Operator.

B2.3 Boats For Sale: Visitors who are looking at a boat or boats for sale must be accompanied by the Boat Owner or a Yacht Broker on the Approved Contractors List.

B2.4 Contractors/Vendors: Boat Owner's card keys are specifically not to be given to any contractors (mechanics, divers, woodworkers, detailers, sail makers, canvas workers etc.) Any contractors needing access to the docks need to come to the Marina Office for a card key. See Access Agreement Addendum – Contractors/Vendors for more information on how Contractors and Vendors can access the Marina. If a Boat Owner allows any individual who is not an Approved Contractor to perform work on their boat, the Boat Owner assumes all responsibility for any damage and/or injury caused by or to the person working on the boat.

B2.5 Restrictions/Deactivations: Brickyard Cove Marina reserves the right to restrict access times and locations or deactivate cards if Boat Owners are in violation of Marina Rules & Regulations or are delinquent in their payments. Boat Owners are responsible for all activity that occurs as a result of entry with their assigned card key. Card keys that are being misused or are in the possession of unauthorized persons will be confiscated and/or deactivated.

C. Other Miscellaneous Rules and Regulations

1. Fishing and Swimming in the Marina is prohibited.
2. No spray painting, sand blasting, power washing or grinding is allowed on the docks
3. No running on the docks is permitted.
4. Dogs must be on a leash
5. Chartering or leasing of vessels from BCM is not permitted.
6. Defacing or modification of docks is not permitted i.e. nailing, drilling etc.
7. No Bar-b-ques are allowed on the docks
8. No storage of chemicals or solvents, other than household cleaning agents.
10. The Rules and Regulations are subject to change by the management of BCM without notice.

D. Liability for Bodily Injury & Property Damage Loss

Notwithstanding anything contained in these rules, regulations and application to the contrary, the Vessel Owner hereby assumes all liability for Bodily Injury, or Property Damage loss that may arise from the maintenance use and the



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operation of the Vessel and any and all equipment and vehicles appurtenant thereto, subject to, or arising out of the rental agreement.

E. Agreement to Hold Harmless

In addition, the Vessel Owner hereby agrees to defend, indemnify and hold harmless Brickyard Cove Marina, its Directors, Officers, members, Employees, Agents or Assigns from any and all claims arising out of the rental agreement.

I hereby warrant the foregoing boat and guest information to be current, true and correct to the best of my knowledge. It is my responsibility to keep the Marina Office up to date.

In addition, I warrant that I have read and understand the Brickyard Cove Marina Rules and Regulations, and will comply with them while renting this guest space.

Guest Slip Renter Name	_____	
Guest Slip Renter Signature	_____	Date _____
Vessel Owner Name	_____	
Vessel Owner Signature	_____	Date _____
BYC Manager Name	_____	
BYC Manager Signature	_____	Date _____

Checklist For Brickyard Cove Marina Guest Slip

- Complete Guest Slip Rental Agreement
- Payment for reserved nights & card keys
 - o MUST be received before boat arrival
 - o Credit card info will be held on file for incidental fees
- Certificate of Insurance including a **minimum \$300,000** Watercraft Liability including Salvage & Cleanup
- Copy of Current Driver's License

Please note that boats must fit completely within their slips with no extensions overhanging the docks or fairways. Fenders in compression under static conditions indicate that the boat is too wide for the berth. If your boat is too large for the slip that you have been assigned, the boat will not be allowed to stay at the marina. Please ensure that you provide Marina Staff with the correct measurements when requesting a guest slip.