



100 Ox Bow Marina Drive, Isleton, CA 95641  
P: (916) 777-6060 • F: (916) 777-6070  
oxbow1@hotmail.com • www.oxbowmarina.com

## **Welcome Ox Bow Berther!**

On behalf of the staff here at Ox Bow Marina, we would like to welcome you to your new home.

We invite you to take advantage of all the amenities offered at Ox Bow Marina, from our complimentary breakfast on weekends to our private swimming pool, and everything in-between. Please feel free to enjoy the many barbeque areas throughout our well maintained grounds. We are sure you will enjoy socializing with many of our long-time and friendly tenants.

Our fuel dock offers diesel and two grades of gasoline. It is open from 8:30 a.m. to 4:30 p.m. seven days a week. The Ox bow Marina office is open seven days a week from 8:30 a.m. to 5:00 p.m. (closed only on Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day). Our office has a video lending library, snacks, beer, wine, soft drinks, clothing, miscellaneous items and fresh bait.

The private launch ramp is located next to the marina office. The ramp is free to Ox Bow berthers and can be accessed 24 hours a day by using your berth shed key. There are two sewage pumpout stations and a porta potti dump station located on the Fuel Dock.

In October 2017, the Ox Bow Marina Mutual Water Company completed a \$4.3-million-dollar State of California Grant to replace all water lines at Ox Bow Marina and connect new water lines to the California American Water Filtration Plant in Isleton. This now gives the boaters and homeowners at Ox Bow Marina the best drinking water in the Delta! Ox Bow Marina drinking water is highly filtered and is free of arsenic, copper, nickel, lead, nitrates, other minerals, hard metals and pollutants that plague many Central Valley Water Systems.

Our friendly and knowledgeable staff is here to assist you and make your stay with us as pleasurable as possible.

Our staff includes:

Ron Duckhorn, Harbor Manager  
Connie Pustizzi, Assistant Harbor Master  
Kaitlin Martinez, Assistant Office Manager

Once again, welcome and thank you for choosing Ox Bow Marina!



## **AMENITIES**

1. *423 Covered Berths 18' to 50'*
2. *Uncovered End-Tie Slips up to 70'*
3. *Satellite TV Available @ \$19.95/month and FREE Wi-Fi*
4. *Convenience Store with Beer, Wine, Ice, Snacks, & Bait*
5. *Lending DVD Library*
6. *FREE Weekend Brunch*
7. *Heated Restrooms, Showers, & Laundry Facilities*
8. *On-site, Evening Security*
9. *Swimming Pool Membership*
10. *Children's Playground*
11. *Bicycles, Kayaks, & Paddle Boat FREE for Tenants*
12. *Large, Group BBQ Site*
13. *Various BBQs Throughout the Marina*
14. *Beautiful Tropical Grounds*
15. *Secure, Well-lit Parking Near Berths*
16. *Private Roads for Walking, Bicycling, & Viewing Abundant Wildlife*
17. *Gas and Diesel Fuel Dock @ \$0.30/gallon Discount*
18. *FREE Pump out Stations*
19. *Potable Water at Fuel Dock*
20. *Private Launch Ramp FREE for Tenants*
21. *Large Guest Dock FREE for Tenants (Available for Visiting Yacht Clubs & Guests @ \$0.75/ft.)*
22. *Yacht Club with Full Service Bar for Members*
23. *Upholstery Shop*
24. *Annual Summer Harbor Party*
25. *Outdoor Shuffleboard Court*
26. *Dinghy Dock with Gazebo*
27. *Six RV Spaces with Electrical and Water Hook-up*
28. *Ox Bow's central location in the "Heart of the Delta" offers protection and tranquility just one mile off of Highway 12*



## PRICE LIST

<u>SIZE</u>	<u>Per Month</u>	<u>Per Day</u>	<u>Per Year</u>	<u>Shed</u>
<b>18 FT. Slip</b> (9' W by 11'6" H)	<b>\$134.00</b>	\$4.41	\$1,100.00*	<b>LH</b>
<b>24 FT. Slip</b> (10' W by 11'6" H)	<b>\$185.00</b>	\$6.08	\$1,860.00*	<b>RH &amp; A</b>
<b>28 FT. Slip</b> (11' W by 13' 6" H)	<b>\$220.00</b>	\$7.23	\$2,420.00	<b>B</b>
<b>32 FT. Slip</b> (12' W by 13' 11" H)	<b>\$295.00</b>	\$9.70	\$3,245.00	<b>C/AA</b>
<b>36 FT. Slip</b> (13' W by 14' 8" H)	<b>\$355.00</b>	\$11.67	\$3,905.00	<b>D</b>
<b>40 FT. Slip</b> (14' W by 14' 9" H)	<b>\$405.00</b>	\$13.32	\$4,455.00	<b>E</b>
<b>44 FT. Slip</b> (15' W by 15' 8" H)	<b>\$450.00</b>	\$14.79	\$4,955.00	<b>F</b>
<b>50 FT. Slip</b> (17' W by 17' 5" H)	<b>\$525.00</b>	\$17.26	\$5,775.00	<b>G</b>

- Plus Utilities
- Pay 11 months in advance, get your 12th month free!

\* Special discounted, yearly rates

End Ties \$9/Foot/Month plus Utilities

Guest Docks \$10/Foot/Month

### Miscellaneous Charges & Benefits:

WI-FI:	Free to berth tenants
Weekend Brunch:	Free to berth tenants
Cable TV:	\$35 installation fee plus \$19.95/mo.
Launch Ramp:	Free to berth tenants; \$7.00 to homeowners
Swimming Pool:	Free to berth tenants; \$25.00/mo. or \$120/yr. to homeowners
Guest Dock:	Free to berth tenants; \$.75/ft. per day or \$10/ft. per month
Vessel Pump Out:	Free to all boaters



## **HARBOR RULES**

1. **Insurance Requirements:** Tenant agrees to maintain public liability insurance in an amount not less than **\$300,000**. Tenant shall cause the Marina to be named as an additional insured on the policy, and will provide the Owner with a current certificate of such insurance. Tenant shall replace said insurance upon its expiration, and supply the Marina with a renewal certificate.
2. **Swimming Pool Privileges:** Berthers get **FREE** swimming pool use for themselves and their accompanied guests. Children 14 or younger must be supervised by an adult. No breakable glass, no pets and no BBQ are allowed in the pool area.
3. **Launch Ramp:** Berthers get FREE use of the marina launching ramp for their boats and personal watercraft.
4. **Pump-Out Station:** There are two pump-out stations at the gas dock that are **FREE** for our berthers. No vessel toilet shall be used in the marina without an USCG approved holding tank.
5. **Liveaboards:** No vessel shall be used for liveaboard privileges without the written consent of the management. Appropriate fees are charged for this privilege.
6. **Alterations to the Sheds:** There shall be no alterations to the sheds or slips without prior written permission from management. i.e. drilling, bolting, rewiring, nailing, plumbing, satellite dishes etc.
7. **Boat Lockers:** All berthers get a locker located on the starboard side of their berth. Please store most of your items in this locker so walkways will not be obstructed. Areas around your locker and boat area must be kept neat and clean.
8. **Steps:** Boarding steps should be on the starboard side of the boat. Steps should be designed so access to the end of the berth finger is possible.
9. **Storage of Dinghies and Inflatable's:** Small boats, owned by a berther, may be kept in the water at the end of the owner's berth **IF** they fit within the berth. Small boats may be stored overhead in your berth or stored by the front of your boat. Boats may not be placed on docks except for minor repairs and must not obstruct walkways.

## **HARBOR RULES**

*Continued*

10. **Barbecues:** Due to the possibility of gas fumes in the harbor no barbecues with open flames are allowed in the berth sheds. **NO EXCEPTIONS!** All barbecuing must be done on shore unless an electric barbecue is used. There are many marina barbecues for your use in the park.
11. **Speed Limit:** The speed limit within the harbor is five (5) miles per hour.
12. **Pets:** **Pets** shall be under the control of their owner at all times. Pets are required to be on leashes when walked on marina grounds and in berth sheds and are not allowed to run free in berth sheds. It is **required that pet owners use “pooper scooper” techniques** to clean up pet waste on marina grounds. Please use designated pet walking areas and avoid barbecue and picnic lawn areas.
13. **Bicycles:** Bicycles, Skateboards, Scooters, etc. Shall not be ridden on the docks. **FOOT TRAFFIC ONLY**
14. **Berth Security Gates:** Gates to the covered berth sheds shall not be blocked open. Keys to security gates should not be duplicated or given to others.
15. **Electrical System:** No alterations of the electrical system are allowed without management approval. All boats must have grounded shorelines of proper wire size.
16. **Boat Safety:** Always open your hatches and check bilges for gas fumes before starting your boat engine. **No fueling of boats is allowed while the boat is in a berth.**
17. **No working on boats:** While it is in the Marina i.e. sanding, painting etc. This is a place to store boats **NOT A BOAT YARD FOR REPAIRS.**
18. **Good Neighbor:** Please remember to be courteous to your neighbors. Sounds carry easily over water and are louder than you may realize. No berther or their guests should do anything detrimental to the best interests of other berthholders, the marina, or to good navigation within the harbor.
19. **Quiet Hours:** The hours between 11 P.M. and 8 A.M. are considered quiet hours. Noisy parties must become quiet parties after 11 P.M.

**THANK YOU FOR YOUR HELP!**

# HOW TO OPEN A DELTA BRIDGE SO YOUR BOAT CAN CRUISE

## UNDER IT!

**Did you know Delta Bridges can be opened during their closed hours with a 4 hour advance call to the Rio Vista Bridge? Or call during business hours to the actual bridge you want opened, at a future date, and they can schedule it!**

- **Rio Vista Bridge** ~ 707-374-2134  
**OPEN 24 HOURS** Best option to call for all bridges if you can't reach other bridges in the off season or after hours.
- **Three Mile Slough Bridge** ~ 916-777-6619  
**OPEN 24 HOURS another** option to call for all bridges if you can't reach other bridges in the off season or after hours.
- **Mokelumne River Bridge** 916-777-6660 (*Highway 12 by B & W Resort*)  
Summer Hours - May 1<sup>st</sup> to Oct. 31<sup>st</sup> – open 6am to 10pm. Will open on demand except summer weekends when it opens **only every 20 minutes**.  
Winter Hours - Nov. 1<sup>st</sup> to April 30<sup>th</sup> open 9am to 5pm.
- **Tyler Island Bridge** - 916-777-6649 (*Crosses Georgiana Slough near Ox Bow Marina as you cruise north to the Sacramento River at Walnut Grove*).  
Summer Hours - May 1<sup>st</sup> to Oct. 31<sup>st</sup> open 6am to 10pm  
Winter Hours - Nov 1<sup>st</sup>- Apr 30<sup>th</sup> - open 9am to 5pm.
- **Georgiana Slough Bridge** 916-776-1873  
(*Small Swing Bridge by Walnut Grove right before Georgiana Slough meets the Sacramento River*).  
Summer Hours - May 1<sup>st</sup> to Oct. 31<sup>st</sup> open 6am to 10pm.  
Winter Hours - Nov 1<sup>st</sup>- Apr 30<sup>th</sup> 9am to 5pm.
- **Walnut Grove Bridge** 916-776-1341  
Summer Hours - May 1<sup>st</sup> to Oct. 31<sup>st</sup> open 6am to 10pm  
Winter Hours - Nov 1<sup>st</sup>- Apr. 30<sup>th</sup> - open 9am to 5pm.
- **Millers Ferry Bridge**~ 209-468-3074  
(*Bridge by Giusti's*) Seasonally Open 9am- 5pm May 1<sup>st</sup>-Oct 31<sup>st</sup>.  
Closed in winter Nov. 1<sup>st</sup> to April 30<sup>th</sup>. Need a 12 hr. advance notice to open.
- **Isleton Bridge** 916-777-6763  
Summer Hours - May 1<sup>st</sup> to Oct. 31<sup>st</sup> open 6am to 10pm  
Winter Hours - Nov 1<sup>st</sup>- Apr 30<sup>th</sup> 9am to 5pm

\*\*\*All boaters use VHF radio channel 9 to communicate with bridges.

\*\*\*Coast Guard can be reached on VHF Channel 16 for emergencies

\*\*\* No Radio? Blast your boat horn one long and one short blast to request a bridge opening as you approach a bridge during its regular business hours.



## BRIDGE OPENINGS WITH PHONES

<b>Bridge Location</b>	<b>When Tended</b>	<b>Hours</b>	<b>Clearance</b>	<b>Phone</b>
Bacon Island Bridge	9 to 5	Thur - Mon	8 FT	Not needed
Bishop or Honker Cut Bridge	Not Tended	12 Hour Notice	5.5 FT	209-468-3074
Connection Slough Bridge	May 1 to Oct 31	6 am to 10 pm	7 FT	Not needed
Connection Slough Bridge	Nov 1 to Apr 30	9 am to 5 pm	7 FT	Not needed
Georgiana Slough @ Isleton	May 1 to Oct 31	6 am to 10 pm	10 FT	Not needed
Georgiana Slough @ Isleton	Nov 1 to Apr 30	9 am to 5 pm	10 FT	Not needed
Georgiana Slough @ Sacto	May 1 to Oct 31	6 am to 10 pm	14 FT	Not needed
Georgiana Slough @ Sacto	Nov 1 to Apr 30	9 am to 5 pm	14 FT	Not needed
Grantline Bridge	Not Tended	12 Hour Notice		209-468-3074
Little Potato/Tower Park Bridge	Not Needed	Not Needed	35 FT	209-607-1454
Middle River RR Bridge	Not Tended	12 Hour Notice	11 FT	209-942-5441
Miller Ferry Bridge	May 31 to Oct 31	After Oct 30 : 12 Hour	12 FT	209-468-3074
Miner Slough Bridge	Not Tended	12 Hour notice	19 FT	707-374-2134
Mokelumne River at Hwy 12	May 1 to Oct 31	6 am to 10 pm	8 FT	Not needed
Mokelumne River at Hwy 12	Nov 1 to Apr 30	9 am to 5 pm	8 FT	Not needed
Old River Bridge	May 1 to Oct 31	9 am to 5 pm	11 FT	Not needed
Sacto River @ Freeport	Not Needed	Not Needed	29 FT	Not needed
Sacto River @ Isleton	May 1 to Oct 31	6 am to 10 pm	16 FT	Not needed
Sacto River @ Isleton	Nov 1 to Apr 30	9 am to 5 pm	16 FT	Not needed
Sacto River @ Paintersville	May 1 to Oct 31	6 am to 10 pm	21 FT	Not needed
Sacto River @ Paintersville	Nov 1 to Apr 30	9 am to 5 pm	21 FT	Not needed
Sacto River @ Rio Vista	May 1 to Oct 31	6 am to 10 pm	18 FT	707-374-2134
Sacto River @ Rio Vista	Nov 1 to Apr 30	9 am to 5 pm	18 FT	707-374-2134
Sacto River @ Tower Bridge	May 1 to Oct 31	6 am to 10 pm	30 FT	Not needed
Sacto River @ Tower Bridge	Nov 1 to Apr 30	9 am to 5 pm	30 FT	Not needed
Sacto River @ Walnut Grove	May 1 to Oct 31	6 am to 10 pm	21 FT	Not needed
Sacto River @ Walnut Grove	Nov 1 to Apr 30	9 am to 5 pm	21 FT	Not needed
Steamboat Slough Bridge	May 1 to Oct 31	After Oct 30: 4 Hr	21 FT	707-374-2134
Sutter Slough Bridge	Not Needed	Not Needed	18 FT	Not needed
Three Mile Slough Bridge	24 Hours	7 Days	10 FT	916-777-6619

<b>Agency</b>	<b>Emergency Number</b>	<b>Business</b>
Rio Vista Coast Guard	707-374-2655	707-374-2871
Carquinez Coast Guard	707-643-7749	NONE
Contra Costa County Sheriff	925-228-8280	828-646-2441
San Joaquin County Sheriff	209-468-4421	209-953-8845
Sacramento County Sheriff	916-874-5115	916-486-1114
Solano County Sheriff	707-421-7090	707-241-7090
Yolo County Sheriff	530-666-6612	530-668-5280



## ALPHABETICAL LISTING OF VENDORS

Ox Bow Marina does not endorse, guarantee, or accept responsibility for the services of any boat vendor. Boat services on-site are reserved to Mon – Fri., 8:30 a.m. to 5:00 p.m. Exceptions must be arranged and approved by the marina office in advance to services rendered. Please notify the marina office when you are expecting any vendor to perform services on your vessel.

Vendors may not be allowed access to your vessel without authorization.

Thank you - and safe boating!!

### BOAT REPAIR

	<u>PHONE #</u>
AMENT MARINE	(916) 777-6830
BG MARINE	(925) 779-1878
BT MARINE	(916)295-8839
DELTA BOAT WORKS	(916) 777-6462
DELTA MARINE SERVICE & SALES	(209)463-0384
FAIRFIELD CONST SUPPLY	(707)421-8008
IDLE HOURS MARINE	(209)712-1059
J & H MARINE	(209) 951-0283
JERRY HOLLARD	(408)827-1900
MELGOZA'S YACHT REFINISH & REPAIRS	(925) 754-6446
NICHOLS MARINE	(916) 712-2070
POOLE BOAT MAINT & REFRIG	(510)523-3495
SEA TECH MARINE	(510) 314-7641
WOLF MARINE	(253) 293-1527
WILKES MARINE SERVICE	(209) 263-5905
THE YACHT GROUP	(305)667-5811

### CONTACT

BILL AMENT  
ALAN GIOVACCHINI  
BRIAN TIBBS  
KELVIN  
TOM TRAGLIA  
WILLIAM BEATH  
GARY KLEAVER  
ERIC KOSTER  
JERRY HOLLAND  
ADRIAN & HECTOR MELGOZA  
JOHN NICHOLS  
JOHN POOLE  
JASON FELIX  
TOM WOLF  
ERNIE WILKINSON

### BOAT HANDLING

	<u>PHONE #</u>
BAY ARE YACHTING SOLUTIONS	(707) 896-8000
PHIL ACOSTA	(209)612-5270

### CONTACT

PAT CARSON  
PHIL ACOSTA

### BOAT WASHERS & DETAILING

	<u>PHONE #</u>
10TL YACHT DETAILING & REST	(530)388-8377
ALL OUT YACHT CARE	(209)603-2136
ANDREWS YACHT WASH	(530)574-3643
CESAR DETAILS YACHTS & BOATS	209-981-9538
EXTREME BOAT DETAILING	(209) 915-4398
FIRST CLASS YACHT	(209)951-1233
FOUR SEASONS YACHT DETAILING	(209) 327-7086
GERRY MERRITT	(916)398-0154
MONTANO BOAT DETAILING	(925)550-2464
L&S AUTO & BOAT DETAIL SHOP	(209) 670-6597
PACIFIC BOAT DETAILING	(209) 712-2607
SEA-BRINA MARINE DETAIL	(209)482-3431
SLOANIE'S DELTA BOAT DETAILING	(915)517-9828
TOP SHELF DETAILING	(916) 716-1112
VIP LIMITED	(209)-464-8477

### CONTACT

SEAN JORDAN  
TONY CONSTANCIO  
ANDREW ROTT  
CESAR  
ROMULO GARCIA  
DON CLOWARD  
CLYDE LANE  
GERRY MERRITT  
JOSE MONTANO  
LENZO PITTMAN  
RAMON MATA  
SABRINA GALLEGOS  
SLOANE JOSUE  
DOUG BENDER  
RICK MALDONADO

### BOAT LIFTS

	<u>PHONE #</u>
WILKES MARINE SERVICE	(209) 263-5905

### CONTACT

ERNIE WILKINSON



**CANVAS**RIPOYLA CANVAS& UPHOLSTERY  
VERBIE'S CUSTOM CANVAS  
WEST COAST CANVAS**PHONE#**(209) 609-4500  
(209)324-8140  
(209) 333-0243**CONTACT**ROBERT RIPOYLA  
BRIAN VERBLE  
CURT PAGE**CAR RENTALS**

ENTERPRISE

**PHONE#**

(209) 369-2000

**CONTACT**

488 E. KETTLEMAN LN

LODI, CA. 9524

**DIVERS**ANCHORS AWAY  
DELTA DIVER**PHONE#**(916) 217-3549  
(925) 765-0761**CONTACT**NICK DADIGAN  
NICK CHAMBERLAIN**FIBERGLASS**

MELGOZA'S YACHT REFINISHING

**PHONE#**

(925) 652-0223

**CONTACT**

ADRIAN &amp; HECTOR MELGOZA

**GLASS REPAIR**

QUICK'S GLASS SERVICE

(209)948-4691

CLINT HARLESS

**HEATING & AIR**

DELTA REFRIGERATION

**PHONE#**

(707) 374-6213

**CONTACT**

KIRK KENNER

**MARINE PRODUCTS**LIVE 2 WAKE (Non skid decking)  
REINCKE MARINE FABRICATION(707)-317-1732  
(208)521-0383DONOVAN TURNER  
TODD REINCKE**MARINE ELECTRONICS**

A-1 MARINE ELECTRONICS

**PHONE#**

(916) 223-6945

**CONTACT**

BILL KELLEY

**MARINE SURVEYING**PHIL ACOSTA  
STACY'S MARINE SERVICE**PHONE#**(209)612-5270  
(209) 401-5097**CONTACT**PHIL ACOSTA  
ORVIS STACY**SIGNS & BOAT LETTERING**

PACIFIC BOAT DETAILING

**PHONE#**

(209)712-2607

**CONTACT**

RAMON MATA

**SUPERMARKETS**

LIRA'S

**PHONE#**

(707) 374-5399

**CONTACT**

609 HIGHWAY 12 RIO VISTA

**TRANSPORTING SERVICES - BOAT (LAND)**

T PARKS MARINE

**PHONE#**

888-372-2560

**CONTACT**

TIM PARKS

**YACHT BROKERS**

DELTA YACHT SALES

**PHONE#**

(916) 217-0136

**CONTACT**

NINA ANKELE



100 Ox Bow Marina Drive, Isleton, CA 95641  
P: (916) 777-6060 • F: (916) 777-6070  
oxbow1@hotmail.com • www.oxbowmarina.com

**LEASE AGREEMENT**

DATE: \_\_\_\_\_

Slip No. \_\_\_\_\_

**OWNER INFORMATION:**

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City & State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

**BOAT INFORMATION:**

CF No. \_\_\_\_\_ Documentation No: \_\_\_\_\_

Boat Name: \_\_\_\_\_ Make/Class: \_\_\_\_\_

Year: \_\_\_\_\_ Length Overall: \_\_\_\_\_ Height: \_\_\_\_\_ Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Shed Key(s) \_\_\_\_\_ Parking Decal(s) \_\_\_\_\_

.....  
THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between  
\_\_\_\_\_ hereinafter called "Lessee" and Ox Bow Marina hereinafter called "Lessor"

IT IS AGREED AS FOLLOWS:

1. **BUSINESS:** That the Lessor operates, owns and maintains an anchorage or landing in the Georgiana Slough, California, for the rental of space to yacht owners and operators, and for its own use and benefit in the operation of its various departments and services, but is not engaged in the business of public wharfing.
  
2. **LEASE:** That the Lessor leases to Lessee and Lessee leases from Lessor on a month-to-month Basis Berth No. \_\_\_\_\_ at Ox Bow Marina commencing on \_\_\_\_\_ at monthly rental of \$\_\_\_\_\_ payable, in advance on the first day of each month. No use shall be made of said berth except for berthing the above designated vessel, without the written consent of Lessor. Said berth shall not be sublet or loaned without the written consent of Lessor.

- 3. RENT:** The monthly rental rate set forth above shall remain in effect until Lessor gives written notice of a change in said rate. Any change in rate shall be effective on the date specified in said notice which date shall be not less than thirty (30) days after the giving of said notice. Rent and other charges shall be payable monthly, in advance, on the first day of each month at the Harbor Master's office, or by U.S. mail to Ox Bow Marina. **Rent and other charges not paid by the 15<sup>th</sup> day of each month shall be determined to be delinquent. A late charge of \$25 per month will be made on all rents not paid by the 15<sup>th</sup> of the month.**
- 4. SECURITY DEPOSIT:** Lessee has deposited with Lessor \$\_\_\_\_\_ (one month's rent) as a security deposit and, conditioned upon the full and faithful performance of all of the other terms and conditions hereof, Lessee shall be entitled to a refund of any part of the security deposit remaining after deducting any sums which may be due or owing to Lessor by virtue of any default by Lessee upon any of the terms or conditions of this Lease Agreement. This security deposit will be applied toward the final month's rent conditioned upon lessee providing lessor one month's written notice to vacate berth.  
*Receipt of Ox Bow Marina rules:* \_\_\_\_\_
- 5. KEY DEPOSIT:** Lessee has deposited with Lessor \$\_\_\_\_\_ as a key deposit for the use of \_\_\_\_\_ keys to Ox Bow Marina. Said keys shall remain the property of Ox Bow Marina and must be returned or surrendered upon request. Lessee shall be entitled to a refund of any part of the key deposit remaining for any keys returned upon termination of this Agreement.
- 6. TERMINATION:** This Lease may be terminated:
- (a) By either Lessor or Lessee giving the other written notice of termination specifying the date of termination which shall be not less than thirty (30) days from the date of giving of said notice.
  - (b) By Lessor giving to Lessee notice of breach of the Lease Agreement by Lessee and demanding that said breach be cured within a specified time (not less than three (3) days from the giving of said notice); in the event that the specified breach or breaches are not cured within the specified period this Lease shall terminate at the end of the specified period.
  - (c) By Lessor giving to Lessee notice of breach of this Lease Agreement by Lessee, which breach cannot be cured, specifying a termination date not less than three (3) days from the giving of said notice.
  - (d) In any other manner provided by law.
- 7. HARBOR RULES:** Lessee acknowledges receipt of a copy of the Oxbow Marina Harbor rules, which are attached to and made a part of this agreement. Lessee agrees to comply with said rules and any amendments thereto during the term of this Lease Agreement.  
*Receipt of Ox Bow Marina rules:* \_\_\_\_\_
- 8. LIVEABOARDS:** Lessee shall not live aboard the vessel nor allow any other person to live aboard the vessel without prior written consent of Lessor. Any person who spends four (4) nights aboard the vessel in any consecutive seven (7) day period shall be deemed to be living aboard the vessel.  
*Receipt of Ox Bow Marina rules:* \_\_\_\_\_
- 9. ON BOARD SEWAGE TREATMENT SYSTEMS:** Lessee is aware that if their vessel has a permanent toilet onboard, that toilet must be plumbed to a holding tank, and that holding tank cannot be discharged overboard in the marina regardless of any marine sanitation devise (MSD Types I or II) installed on the vessel (see 40CFR 140.3). For your information, we offer at no charge a pump out facility at our fuel dock.  
*Receipt of Ox Bow Marina rules:* \_\_\_\_\_

- 10. NO WARRANTIES:** This Agreement is for rental space only, such space is to be used at the sole risk of the Lessee and the Lessee accepts the space assigned to him (as well as any different mooring or storage space which may hereafter be assigned to him) "AS IS" without warranty or any representation. There is no warranty of any kind as to the condition of the floats, gangways, ramps, mooring gear or electrical power, nor shall Lessor be responsible therefore or for injuries to persons or property for any reason.
- 11. HOLD HARMLESS AGREEMENT:** Lessee agrees to hold Lessor harmless and indemnify them for all loss, damage, liability or expense of any kind, including attorney fees incurred or claimed by reason of any acts or failure to act on the part of the Lessor or his agents, employees or guest or in the use of the vessel or mooring or storage space or adjacent waters or areas. Furthermore, Lessee waives any claim against Lessor and agrees to hold them harmless for any injury or claim of injury to Lessee or his guest by reason of physical condition of the mooring or storage space rented, or any of the land or water approaches or exits.
- 12. LIEN:** Lessee expressly grants to Lessor a lien for work, services, storage or safekeeping as provided in Harbor or Navigation Code Section 501. If Lessor is not paid any amount due for said services, Lessor may proceed to foreclose on said lien in accordance with the procedures set forth in Harbor and Navigation Code 503. Lessee expressly reserves the right to redemption set forth in Harbor and Navigation Code Section 504.
- 13. LESSOR NOT RESPONSIBLE FOR DAMAGES:** Lessor shall not be liable for the care or protection of Lessee's vessel, its gear, tackle, appurtenances, contents or any other property of Lessor or Lessor's guest.
- 14. ENTRY ON BOAT:** Lessor shall have the right to enter upon Lessee's vessel any time for emergency service and at reasonable times for periodic inspections to determine the safety and condition of Lessee's vessel. Lessee agrees to pay Lessor reasonable charges for any emergency work performed by Lessor on Lessee's vessel
- 15. COMPLIANCE WITH LAW:** Lessee shall comply with all applicable laws, ordinances, rules and regulations of all governmental authorities now in effect or which hereafter may be in effect pertaining to registration, licensing, operation, equipping, repair, maintenance and use of Lessee's vessel.
- 16. NEW CUSTOMER PAYMENT RECAP:**
- a.) Current month payment calculation:  
Days\_\_\_\_ X Day rate\_\_\_\_ = \$\_\_\_\_
  - b.) Rent Deposit (one month) = \$\_\_\_\_
  - c.) Key Deposit (\$20/key) # of keys \_\_\_\_ X \$20 = \$\_\_\_\_
  - d.) Annual Payment Option: Yes\_\_\_\_ No\_\_\_\_ = \$\_\_\_\_
- Total Due at Contract Signing = \$\_\_\_\_**

*I understand that I must give a 30-day written notice if I plan on vacating my berth.*

DATE \_\_\_\_\_ LESSEE \_\_\_\_\_

OX BOW MARINA \_\_\_\_\_