



100 Ox Bow Marina Drive, Isleton, CA 95641
P: (916) 777-6060 • F: (916) 777-6070
oxbow@citlink.net • 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 the 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 and is open from 8:30 a.m. to 4:00 p.m. seven days per week. The Ox bow Marina office is also open seven days per week from 8:30 a.m. to 4:30 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 & fresh bait.

The private launch ramp is located next to the marina office. The ramp is free to Ox Bow tenants and can be accessed 24 hours a day by using your berth shed key. There are two sewage pump out 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.

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



AMENITIES

- *423 Covered Berths 18' to 50'*
- *Uncovered End-Tie Slips up to 70'*
- *Convenience Store with Beer, Wine, Sodas, Ice, Snacks and Bait*
- *Lending DVD Library*
- *FREE Weekend Brunch for Tenants only*
- *Heated Restrooms, Showers and Laundry Facilities*
- *On-site - Evening Security*
- *Swimming Pool Membership*
- *Children's Playground*
- *Bicycles, Kayaks and Paddle Boat FREE for Tenants*
- *Large Group BBQ Site*
- *Various Barbecues Throughout the Marina*
- *Beautiful Tropical Grounds*
- *Secure, Well-lit Parking Near Berths*
- *Private Roads for Walking, Bicycling and Viewing Abundant Wildlife*
- *Gas and Diesel Fuel Dock @ \$0.30/gallon Discount*
- *FREE Pump Out Stations*
- *Potable Water at Fuel Dock*
- *Private Launch Ramp FREE for Tenants*
- *Large Guest Dock FREE for Tenants (Available for Visiting Yacht Clubs & Guests @ \$1/ft.)*
- *Yacht Club with Full-Service Bar for Members*
- *Upholstery & Canvas Shop*
- *Annual Summer Harbor Party*
- *Outdoor Shuffleboard Court*
- *Dinghy Dock with Gazebo*
- *Ox Bow's central location in the "Heart of the Delta" offers protection and tranquility just one mile off Highway 12*



PRICE LIST

COVERED:

NAME OF BERTH	PER MONTH	PER YEAR	SLIP SIZE
Walnut Grove – left hand side (H Shed)	\$169.00	\$1,521*	18 ft. slip: 9' W x 11'6" H
Walnut Grove – right hand side (H Shed)	\$234.00	\$2,340*	24 ft. slip: 10' W x 11'6" H
Clarksburg (A Shed)	\$234.00	\$2,340*	24 ft. slip: 10' W x 13'6" H
Collinsville (B Shed)	\$279.00	\$3,069	28 ft. slip: 11' W x 13'6" H
Birdslanding (AA Shed)	\$374.00	\$4,114	32 ft. slip: 12' W x 13'11" H
Courtland (C Shed)	\$374.00	\$4,114	32 ft. slip: 12' W x 13'11" H
Isleton (D Shed)	\$451.00	\$4,961	36 ft. slip: 13' W x 14'8" H
Locke (E Shed)	\$514.00	\$5,654	40 ft. slip: 14' W x 14'9" H
Rio Vista (F Shed)	\$572.00	\$6,292	44 ft. slip: 15' W x 15'8" H
Ryde (G Shed)	\$670.00	\$7,370	50 ft. slip: 17' W x 17'5" H

-Plus Utilities

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

* Special discounted, yearly rates

UNCOVERED:

End Ties: \$12 per foot per month (fits up to 75')

Guest Dock: \$1.50 per foot per night/ \$30 minimum (fits up to 65')

Miscellaneous Charges & Benefits:

WI-FI:	Free to berth tenants
Weekend Brunch:	Free to berth tenants
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; \$1.50/ft. per day or \$12/ft. per month
Vessel Pump Out:	Free to all boaters @ Pump Out Station on Fuel Dock



HARBOR RULES

1. **Insurance Requirements:** Tenant agrees to maintain public liability insurance in an amount not less than **\$300,000**. Tenant shall request the Marina to be named as an **“Additional Insured”** on the policy and will provide the Marina 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, pets or BBQ Grills allowed in the pool area.
3. **Launch Ramp:** Berthers get FREE use of the marina launch ramp for their boats and personal watercraft.
4. **Pump-Out Station:** Department of Boating & Waterways states (40 CFR 140.3) that it is illegal to discharge any treated or untreated sewage into any Delta Rivers or Sloughs. This includes all Marinas & Yacht harbors. We maintain 2 Pump Out Stations that are free to our tenants and open 24/7. 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 Inflatables:** 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 always under the control of their owner. 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. must not be used 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., no sanding, painting, etc. is not permitted. This is a place to store boats - **NOT A BOAT YARD FOR REPAIRS.**
18. **Good Neighbor:** Please remember to be courteous to your neighbors. Sound carries 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 berthers, 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.
20. **Boat Cleanliness:** It is your responsibility to keep your boat clean & presentable. Upon our weekly inspections – if your boat is found to be not clean, we will contact you and request that you have your boat cleaned. If it is not taken care of in a reasonable amount of time – we will have your boat cleaned and bill your account accordingly.

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 1st to Oct. 31st – open 6am to 10pm. Will open on demand except summer weekends when it opens **only every 20 minutes.**
Winter Hours ~ Nov. 1st to April 30th 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 1st to Oct. 31st open 6am to 10pm
Winter Hours ~ Nov 1st- Apr 30th - 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 1st to Oct. 31st open 6am to 10pm.
Winter Hours ~ Nov 1st- Apr 30th 9am to 5pm.
- **Walnut Grove Bridge** ~ 916-776-1341
Summer Hours ~ May 1st to Oct. 31st open 6am to 10pm
Winter Hours ~ Nov 1st- Apr. 30th - open 9am to 5pm.
- **Millers Ferry Bridge** ~ 209-468-3074
(*Bridge by Giusti's*) Seasonally Open 9am- 5pm May 1st-Oct 31st.
Closed in winter Nov. 1st to April 30th. Need a 12 hr. advance notice to open.
- **Isleton Bridge** ~ 916-777-6763
Summer Hours ~ May 1st to Oct. 31st open 6am to 10pm
Winter Hours ~ Nov 1st- Apr 30th 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

Bridge Location	When Tended	Hours	Clearance	Phone
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

Agency

Emergency Number

Business

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 4:00 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

ACOSTA SALES & SERVICE	(209) 612-5270
BRITE SIDE MARINE SERVICES	(209) 639-6277
BRITE SIDE MARINE SERVICES	(209) 923-2080
BT MARINE	(916) 295-8839
CB MARINE SERVICE	(209) 407-9647
DELTA BOAT WORKS	(916) 777-6462
DELTA MARINE SERVICE & SALES	(209) 463-0384
EVERYTHING MARINE	(916) 917-9749
J & H MARINE	(209) 951-0283
JERRARD HOLLAND	(209) 821-1900
JONES MARINE SERVICE	(925) 565-1560
MELGOZA'S YACHT REFINISHING	(925) 754-6446
PACIFIC BOAT SERVICES	(209) 334-2127
NICHOLS MARINE	(916) 712-2070
NORCAL YACHT SALES & SERVICE	(209) 426-5961
REINCKE MARINE FABRICATION	(208) 521-0383
SEATECH MARINE	(510) 314-7641
TIM WIEST YACHT SERVICE	(510) 414-7084
WOLF MARINE	(253) 293-1527
WILLIAM REISNER & ASSOC.	(925) 752-1742

PHONE #

CONTACT

PHIL ACOSTA
JOHN KEEFHAVER
CHRIS CYR
BRIAN TIBBS
CHAD BARNARD
RICK & MIKE
TONY FASO
"AJ" GRANT SLAPE
ERIC KOSTER
JERRARD HOLLAND
JASON JONES
ADRIAN & HECTOR MELGOZA
RAMON MATA
JOHN NICHOLS
NICK CLOWARD
TODD REINCKE
JASON FELIX
TIM WIEST
TOM WOLF
MARK H. CARTER (SURVEYOR)

BOAT RESTORATION RESALE

NAUTICAL FINISH	(209) 598-6766
MOBILE MARINE DETAILING &	(916) 790-7146

PHONE #

CONTACT

DEVIN THLANG
JOHN MARCUM

BOAT WASHERS & DETAILING

ALL OUT-YACHT CARE	(209) 817-3640
ANDREWS YACHT WASH	(530) 574-3643
BOAT WASH INC	(209) 649-9581
CESAR DETAILS YACHTS & BOATS	(209) 981-9538
DELTA DETAILS	(916) 623-5292
EXTREME BOAT DETAILING	(209) 915-4398
FIRST CLASS YACHT (Wood Boats)	(209) 951-1233
FRED'S DETAIL	(209) 922-7267
JR. BECERRAS DETAILS	(209) 224-6781
MOBILE MARINE DETAIL& RESTOR.	(916) 790-7146
MERRITT YACHT WASH & DETAIL	(916) 398-0154
PACIFIC BOAT DETAILING	(209) 712-2607
SEATECH MARINE	(510) 314-7641
TOP SHELF DETAILING	(916) 716-1112
VIP LIMITED	(209) 464-8477
XTREME SPA AUTO & BOAT DETAIL	(209) 625-5539

PHONE #

CONTACT

TONY CONSTANCIO
ANDREW ROTT
JR. LOPEZ
CESAR CONSTANTINO
ROB RANDALL/KEVIN KINARD
ROMULO GARCIA
DON CLOWARD
ALFREDO MARTINEZ
ESAUL BECERRA
JOHN MARCUM
JERRY MERRITT
RAMON MATA
JASON FELIX
DOUG BENDER
RICK MALDONADO
HUGO CORTES

BOAT HANDLING

BAY AREA YACHTING SOLUTIONS	(707) 896-8000
LONG BEACH BOAT CAPTAINS	(916) 595-7500
PHIL ACOSTA	(209) 612-5270

PHONE #

CONTACT

PAT CARSON
ROY MERLINO
PHIL ACOSTA

BOAT LIFTS

ALL AMERICAN BOAT & RV
MICHAEL CALLIHAN

PHONE #

(530) 212-5065
(800) 825-3379

CONTACT

CHAD FRAZIER
MICHAEL CALLIHAN

CANVAS & UPHOLSTERY

GILPATRIC INTERIORS
RIPOYLA CANVAS & UPHOLSTERY
SAN JOAQUIN CANVAS
WEST COAST CANVAS

PHONE#

(530) 673-1654
(209) 609-4500
(925) 778-6628
(209) 333-0243

CONTACT

KIM GILPATRIC
ROBERT RIPOYLA
RICK EVON
CURT PAGE

CAR RENTALS

ENTERPRISE

PHONE#

(209) 369-2000

CONTACT

488 E. KETTLEMAN LN, LODI, CA 95240

DIVERS

ANCHORS AWAY
DELTA DIVER

PHONE#

(916) 217-3549
(925) 765-0761

CONTACT

NICK DADIGAN
NICK CHAMBERLAIN

ELECTRICIAN

EVERYTHING MARINE
JERRY HOLLARD
MARINE ELECTRICIAN
SEATECH MARINE

PHONE#

(916) 917-9749
(408) 821-1900
(310) 612-0053
(510) 314-7641

CONTACT

“AJ” SLAPE
JERRY HOLLAND
RICHARD PARISSI
JASON FELIX

FIBERGLASS

BORA MARINE FINISHING
MELGOZA’S YACHT REFINISHING

PHONE#

(209) 483-1967
(925) 652-0223

CONTACT

BORA PROHM
ADRIAN & HECTOR MELGOZA

GLASS REPAIR

JONES MARINE SERVICES

PHONE#

(925) 565-1560

CONTACT

JASON JONES

INTERIOR MARINE SRVC

GILPATRIC INTERIORS

PHONE#

(530) 673-1654

CONTACT

KIM GILPATRIC

HEATING & AIR

DAVIS HEAT & AIR
EVERYTHING MARINE

PHONE#

(916) 706-9059
(916) 917-9749

CONTACT

KEN DAVIS
“AJ” SLAPE

LOCKSMITH

SECURITY LOCK & KEY

PHONE#

(209) 368-1054

CONTACT

GLENN GLISSMAN

MARINE ELECTRONICS

A-1 MARINE ELECTRONICS
FAIRFIELD CONSTRUCTION
EVERYTHING MARINE

PHONE#

(916) 223-6945
(707) 448-6273
(916) 917-9749

CONTACT

BILL KELLEY
BRIAN CONNER/GENERATOR REPAIR
“AJ” SLAPE

MARINE SURVEYING

MARK CARTER
PHIL ACOSTA

PHONE#

(925) 752-1742
(209) 612-5270

CONTACT

MARK CARTER
PHIL ACOSTA

PROPELLER REPAIR

M & W MARINE PROPELLERS

PHONE#

(916)666-2366

CONTACT

MARIE & WES

PUMP OUT MOBILE SERVICE

POTTY PUMPERS
KLEEN MARINE

PHONE#

(916)398-0575
(925)369-2031

CONTACT

TODD MACKAY
DESMOND PAVLAC

SIGNS & BOAT LETTERING

PACIFIC BOAT DETAILING

PHONE#

(209) 712-2607

CONTACT

RAMON MATA

YACHT BROKERS

DELTA MARINE SALES
SCANDIA YACHT SALES
NORTHERN LATITUDE YACHT SALES

PHONE#

(916) 217-0136
(916) 802-1721
(916) 213-9029

CONTACT

NINA ANKELÉ
RON GREGORY
KENNY LOGGINS



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

LEASE AGREEMENT

DATE: _____

Slip No. _____

How did you hear about Ox Bow Marina? _____

OWNER INFORMATION:

Owner's Name: _____

Mailing Address: _____

City & State: _____

Zip: _____

Phone No.: _____

Phone: _____

E-Mail Address: _____

Emergency Contact: _____ Phone: _____

Email Statement: YES NO

BOAT INFORMATION:

CF No. _____

Documentation No: _____

Boat Name: _____

Make/Class: _____

Year: _____ Length Overall: _____ Height: _____ Beam: _____ Draft: _____ Fuel: _____
Gas / Diesel

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:

- 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.
- 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 15th 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 15th of the month.** *Initial:* _____
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. *Initial:* _____
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. *Initial:* _____
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. *Initial:* _____
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. *Initial:* _____
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. *Initial:* _____
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. *Initial:* _____

- 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, 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. HOW DID YOU HEAR ABOUT US?

17. 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 _____