

2025 SILVERTHORN RESORT MOORAGE LICENSE AGREEMENT

I. REGISTERED OWNER

Name: _____ SLIP #: _____

Home Address: _____

Mailing Address: _____

Home #: _____ Work #: _____ Cell #: _____

Email: _____

Preferred Method of Contact: _____ Email ; _____ Standard Mail/Phone Call

II. PRESENT INSURANCE CARRIER Company: _____

Agent & Contact #: _____ Policy #: _____

Policy Expiration: _____ Type of Coverage: _____

- Pollution Coverage? Yes No
- Silverthorn Resort Listed as additional insured? Yes No
- Liability/Property Insurance of: \$500,000 for Houseboats or \$100,000 for Ski and Patio Boats Yes No

III. DESCRIPTION OF VESSEL (Information found on DMV Registration)

Type: _____ Boat Name: _____

Make: _____ Model: _____ Year: _____

DMV Reg. #: _____ Expires: _____ USFS Permit #: _____

Overall Length: _____ Draft: _____ Color: _____

Hull ID (HID/VIN) #: _____ Material: _____

IV. LEGAL OWNER, LIENHOLDER (If different from Registered Owner above)

Name: _____ Telephone #: _____

Address: _____

V. TERM

Launch/Renewal Date: _____

PB or SB Month to Month Agreement: (Slip Width 10' - 12')
\$235 (PB) or \$260 (SB w/finger) + 1st and last month payment.
Commencing on launch date listed and **Terminates With 30 Day Written Notice or 12/31/2025.**

PB 12 Month Agreement: (Slip Width 12')
\$2,820.00 due no later than 12/31/2024
or Discount Rate \$2,585.00 if postmarked by **Dec. 1, 2024.**
Commencing on January 1, 2025 and **Terminates 12/31/2025.**

HB Month to Month Agreement: (Slip Width 15')
\$345 (HB) AND 1st and last month payment.
Commencing on launch date listed and **Terminates With 30 Day Written Notice or 12/31/2025.**

HB 12 Month Agreement: (Slip Width 15')
\$4,140.00 due no later than 12/31/2024
or Discount Rate \$3,795.00 if postmarked by **Dec. 1, 2024.**
Commencing on January 1, 2025 and **Terminates 12/31/2025.**

PB or SB w/ Finger 6 Month Seasonal Agreement: (Slip Widths: PB 12' or SB 10' w/ 24' finger)
\$1,410 (PB) or \$1,175 Discount Rate / \$1,560 (SB w Finger) or \$1,300 Discount Rate
Discount Rates only applicable if postmarked by **April. 1, 2025.** Commencing May 1, 2025 - **Terminating October 31, 2025**

THIS LICENSE AGREEMENT (The “Agreement”) is made as of the date set forth above in Section V by and between **Silverthorn Resort** and the person(s) named as Registered Owner (or the Owner’s authorized agent) of the vessel more fully described in Section I above, (the “Vessel”) and is hereinafter referred to as “Owner” of the Vessel under the terms and conditions set forth herein and below:

Owner and Silverthorn Resort hereby agree:

- 1. Vessel.** Owner warrants that he/she/it is the owner of the Vessel and is authorized to bind all joint owners of the Vessel to the terms of this Agreement. If the person signing this Agreement is an agent for the Owner or any joint owners, the Agent represents and warrants that he/she is authorized to enter into this Agreement on behalf of the Owner and to bind any and all joint owners of the Vessel.
- 2. Vessel Documentation.** Owner warrants that the Vessel is properly documented or registered as set forth in Section III above and that the Vessel is in compliance with all applicable C.A. and U.S. Coast Guard regulations.
- 3. Vessel Condition.** Owner represents and warrants that the Vessel will be maintained in a seaworthy, operable condition and will maintain the Vessel’s appearance, which will include regular cleaning, maintenance and/or replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment, and any other appurtenances of the Vessel. **Silverthorn Resort** shall be sole judge of the adequacy of the Vessel’s condition, maintenance, and appearance.
- 4. Vessel Inspection/Approval.** The Vessel shall be inspected and approved by **Silverthorn Resort** upon arrival. Failure to obtain **Silverthorn Resort’s** approval shall automatically terminate this Agreement. Failure to cure any deficiencies in the Vessel’s condition, maintenance, or appearance as required under this Agreement within 30 days written notice of such deficiency shall automatically terminate this Agreement.
- 5. Slip.** **Silverthorn Resort** licenses to Owner the use of the slip set forth. Upon the terms and conditions contained herein, Owner shall use the Slip only for mooring the Vessel and for no other purposes. The Vessel shall be used solely for Owner’s pleasure and recreational purposes. **There is a limit to one vessel (PWC or boat) per slip.**
- 6. Limitation on Renting Slip to Others.** Owner warrants that while the Vessel is moored at **Silverthorn Resort**, Owner will not rent or charter the Vessel to any other person for any purpose, whatsoever, and will not engage in any commercial activity with the Vessel or otherwise use or allow any other person to use the Vessel for commercial purposes or activities.
- 7. Right to Move or Re-Assign Vessel.** **Silverthorn Resort** reserves the right to reassign the Vessel to any other slip in the Marina’s facility, at any time, for any reason, and without prior notice to Owner, and to relocate the Vessel thereto at the owner’s expense and risk. **Silverthorn Resort shall be exempted, held harmless, and indemnified for any damages to the vessel arising out of or relating to such relocation.** Owner agrees that **Silverthorn Resort** may use the slip when the owner is not using it, without compensating owner. Owner warrants that Owner will maintain the Slip, the walks, floating ramps, gangways, and docks in, about, and surrounding the slip in a neat, clean, and unobstructed condition at all times. Should **Silverthorn Resort** deem it necessary, in **Silverthorn Resort’s** sole discretion, to maintain the Slip area, such maintenance, will be done at, only at, Owner’s express instruction.
- 8. Term.** This Agreement shall create a license commencing on the date set forth in Section V above shall continue from the first day of the month immediately following on a month to month basis until default under the provisions of this license or until terminated by either party by prior written notice of the intent to terminate given not less than thirty (30) days prior to the effective date thereof. **THERE IS NO REBATE OF SLIP FEE AT TERMINATION FOR ANY UNUSED PORTION.** Owner shall surrender the slip immediately upon the expiration of the term in substantially the same condition it was upon the commencement of the term, reasonable wear and tear excepted. Upon termination or default, Owner agrees to remove the Vessel from the Slip immediately. If Owner fails to do so, Owner hereby grants **Silverthorn Resort** or its agents the right to remove the Vessel, without notice, at Owner’s sole risk and expense for the purpose of relocating the Vessel to another Slip or to a dry storage area. **Owner shall exempt, hold harmless, and indemnify Silverthorn Resort from and against any claims for damages, including subrogation, arising out of or relating to removal, relocation, or storage of Vessel.**

Owner also agrees to pay all expenses or charges arising out of or related to the events described in this paragraph, including, salvage, storage, moorage, towing, surveying, inspection, maintenance, and preservation charges. For each day after termination or default that the Vessel remains on **Silverthorn Resort's premises**, Owner agrees to pay the current daily guest fees as established by **Silverthorn Resort**.

9. Slip Fees. For each calendar month, Owner agrees to pay **Silverthorn Resort** the monthly slip fee, as set forth in section V, and then in effect based upon length of Slip or overall length of Vessel, whichever is longer, in advance on the first day of each and every month. Owner further agrees to pay as an additional fee any and all excise or other taxes that may be levied by any governmental agency and to maintain such taxes current. All Slip fees not paid by the tenth (10) day of the same month shall be deemed delinquent.

10. Fees for Late Payment or Returned Checks. To compensate **Silverthorn Resort** for the loss of Slip Fees due, for costs incurred to handle returned checks, delinquent Slip Fees, and consequential reports to **Silverthorn Resort**, Owner agrees to pay **Silverthorn Resort**, in addition to the Slip Fee due, a monthly \$25.00 late fee. Payment by means of a returned check shall not constitute timely payment. In addition, there will be a \$20.00 fee charge (for payment with a returned check). Late fees will be charged until all Slip Fees are paid by a valid check or cash. Repeated late fees or returned checks may result in default and termination.

11. Adjustment of Fees. **Silverthorn Resort** may increase or decrease the Slip Fee at the end of any calendar month by notifying the Owner in writing at least 30 calendar days in advance of the effective date of the increase or decrease. Adjustments in Slip Fees shall become effective on the first day of the calendar month following. In the event that the Owner fails to pay any new Slip Fee after its effective date, **Silverthorn Resort** may terminate this Agreement, as of the effective date.

12. Last Month Deposit. At the commencement of this Agreement, Owner shall pay **Silverthorn Resort** the deposit or any subsequent increase set forth in Section V above (the "Last Month Deposit"). **Silverthorn Resort** agrees that, upon termination of this Agreement and after Owner has vacated the Slip, **Silverthorn Resort** will refund to owner the Deposit actually paid, less any amount necessary to pay for repairing or cleaning the Slip or any other fees or charges owed by the Owner. Owner may not use the Deposit as, nor deduct it from, the Slip Fee for any month.

13. Access. Owner agrees that the Access Agreement attached hereto as Exhibit B is an integral part of this Agreement. Owner warrants that Owner will comply and shall cause Owner's family, agents, licenses and invitees to comply with the Access Agreement. Should any such person violate the Access Agreement, Owner hereby agrees that **Silverthorn Resort** may terminate this Agreement immediately, remove the Vessel from the Slip at Owner's risk and expense, and retake possession of the Slip.

14. Liens. **Silverthorn Resort** shall have all liens provided for in the California Harbors & Navigation Code and such other liens, rights and remedies, including the right to sell the Vessel at public auction, and under California or Federal Law, as each may be applicable. **Silverthorn Resort** shall also have the right to take the Vessel into its possession to secure all sums that become due under this Agreement. Owner hereby agrees that **Silverthorn Resort** may assign its liens and possessory and other rights and remedies to a third party.

15. Live Aboard. Owner agrees that no person shall reside on the Vessel at any time. The term "Live Aboard" is defined as "any vessel that occupied in excess of three consecutive days (72 hour period)."

Owner's Initials: _____

16. Liability and Indemnity. VERY IMPORTANT PLEASE READ CAREFULLY

A. Owner, as a material part of the consideration to be rendered **Silverthorn Resort** under this Agreement (and the lower slip rental rate offered by **Silverthorn Resort** in exchange for the following consideration), hereby expressly agrees that vessels, marinas and areas in and around marinas can be hazardous to both property and persons, thereby posing a substantial risk of damage and injury to both property and persons. For example, such hazards include but are not limited to slips, falls, drownings, prop wash damages, winds, waves, storms, fires, vessel collisions, vessel sinkings, and water level fluctuations.

Owner's Initials: _____

B. As a result of Owner's recognition of the risk associated with being present in or around vessels, the Marina and its Common Areas, Owner expressly agrees to assume any and all risk for, waive and exempt Silverthorn Resort, as well as hold harmless, indemnify Silverthorn Resort from and against, any and all claims, including subrogation by Owner's insurer(s), against Silverthorn Resort for damages to the Vessel or her appurtenances, or for injury or death to Owner, Owner's family, relatives, agents, employees, contractors, licensees, charterers, or guests that may occur on, in or about the Vessel or the Common Areas. The foregoing waiver includes any and all claims, damages, or injuries that may be caused or asserted solely or partially as a result of premises liability. Owner also agrees to exempt, hold harmless, and indemnify Silverthorn Resort from and against any and all claims for damages, including subrogation that may be asserted by any person, including Owner, against Silverthorn Resort. Solely for the purpose of this Paragraph 16, the term "Common Areas" shall mean all areas in, on or around the Vessel, the Slip, the dock areas, the walks, floats, gangways, restrooms, and other convenience facilities, parking areas, and road in, around, and leading to Silverthorn Resort's premises.

Owner's Initials: _____

C. Owner acknowledges that Silverthorn Resort has not made any representations or warranties with respect to the nature, suitability, merchantability, fitness or condition of the Slip or Common Areas, except as expressly set forth herein, and that no such warranties or representations shall be implied.

D. Owner shall, at his/her/its own cost and expense, maintain liability and property damage insurance (which insurance shall provide primary rather than secondary coverage) with liability limits in amounts sufficient to ensure performance by Owner of all of the exemption, waiver, hold harmless and indemnity provisions contained in this Agreement.

Including claims involving premises liability, shall have Silverthorn Resort expressly identified in the insurance policy as an additional named insured. Owner shall, in any event, carry liability insurance and property damage insurance, with accidental pollution coverage with limits of at least \$500,000.00 for Houseboats and \$100,000.00 for Ski/Patio Boats. Silverthorn Resort requires Owner to provide evidence satisfactory to Marina of compliance with Owner's obligations to insure. Owner's failure to comply with or demonstrate compliance with this provision does not in any way constitute a waiver by Silverthorn Resort of this provision.

Owner's Initials: _____

E. Even if every other subparagraph contained in this paragraph of this Agreement is deemed invalid, inapplicable or unenforceable, Owner nevertheless agrees that Silverthorn Resort's liability for any claim that arises out of or relates to this Agreement, shall be expressly limited to no more than \$1,000 or one month's slip fee, whichever is greater.

Owner's Initials: _____

F. Should Owner wish to be relieved of the effects of Paragraphs 16A-E, Owner may do so by agreeing to an increased slip rental of 100% of the otherwise applicable monthly slip fees to cover the additional potential liability that marina may incur, and the insurance that Silverthorn Resort will have to purchase in order to accept such potential liability. _____ **Owner must initial acceptance** of the terms of this Paragraph 16 of agreement as written. Otherwise, the increased rental fee appearing in Paragraph 16F will be assessed.

17. Transfers and Ownership. No right of Owner relating to or arising out of this Agreement may be assigned or transferred. Any attempted assignment or transfer shall give Silverthorn Resort the right, but not the obligation, to terminate this Assignment. If Owner sells, charters, or transfers all or any portion of the Owner's interest in, or possession of, the Vessel, or in any corporate or partnership or joint venture entity which owns the Vessel, all Owner rights under this Agreement shall terminate automatically. Owner warrants that Owner will represent to third parties that Owner's rights in the Slip are not transferable with the Vessel and shall indemnify and hold Silverthorn Resort harmless from any claim for damages, including subrogation, resulting from any such representation.

18. The parties hereby agree that with the exception of claims for possession of the Slip or satisfaction of liens against the Vessel (i.e. unlawful detainer, ejection and actions for sale of the Vessel to satisfy Silverthorn Resort's lien rights in Paragraph 14, etc.), any dispute, claim or controversy arising out of or relating to this Agreement must be settled by binding arbitration pursuant to the Rules and Procedures of the American Arbitration Association ("AAA"), (but if Owner is a consumer, Owner may choose a different arbitration organization) then in effect in Shasta County, California, the United States.

The parties also hereby waive their right to discovery (except as allowed under AAA Rules), a trial by jury and the right of appeal that would normally apply to court proceedings and judgments. The substantive and evidentiary law applicable to all controversies decided by Arbitration shall be the California State Law and the Federal Rules of Evidence. This Agreement shall be entered by any court having jurisdiction.

Owner's Initials: _____

19. Attorney's Fees. If either **Silverthorn Resort** or Owner shall obtain legal counsel or bring an action against the other based on any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

20. Moorage Utilities. Should utilities become available, and owner enters a utility agreement, Silverthorn reserves the right to charge for utilities.

21. Rules and Regulations. Owner agrees that **Silverthorn Resort's** Rules and Regulations attached hereto as Exhibit A, and any amendments thereto, are an integral part of this Agreement. Owner shall comply, and shall cause Owner's family, agents, licensees, and invitees to comply with the then current Marina Rules and Regulations. Should any person violate any Marina Rule or Regulation, **Silverthorn Resort** may terminate this Agreement immediately, remove the Vessel from the Slip at Owner's risk and expense, and retake possession of the Slip. **Silverthorn Resort** reserves the right to modify, amend, or supplement the Marina Rules and Regulations at any time and from time to time upon written notice to Owner.

22. Parking. Owner shall comply with all vehicle parking restrictions set forth in the current Marina Rules and Regulations. **Silverthorn Resort**, its officers, agents, or employees shall not be liable to Owner or Owners agents for any loss of, or damage of any kind to any motor vehicle or other personal property in or on the buildings, parking lots, or other Marina premises.

23. Entire Agreement. This Agreement, the Rules and Regulations set forth in Exhibit A and the Access Agreement set forth in Exhibit B constitutes the entire agreement and understanding between the parties. Owner and **Silverthorn Resort** agreed that Paragraph 16 of this Agreement is subject to and should be interpreted under the California State Law. This Agreement and Exhibit A supersede or replace all previous agreements, licenses, or understandings, whether oral or written, with respect to the Slip. Should validity of this Agreement be ruled invalid, such invalidity shall in no way affect the validity of this Agreement or any other portion thereof. This Agreement may be altered or modified only by a subsequent written agreement executed by both **Silverthorn Resort** and Owner.

START / LAUNCH DATE: _____	AMOUNT
ANNUAL RENTAL: _____	\$ _____
PRORATED MONTH: _____	\$ _____
FIRST FULL MONTH: _____	\$ _____
LAST MONTH DEPOSIT: _____	\$ _____

TOTAL DUE: \$ _____

Each signatory to this agreement represents and warrants that he or she is fully authorized to execute this Agreement, either for himself or herself, or on behalf of his or her principal.

OWNER or OWNER'S Authorized Agent: _____ **Date:** _____

Silverthorn Resort: _____ **Date:** _____

RULES AND REGULATIONS EXHIBIT A

The word “Marina” herein indicated “Marina” as well as any persons duly authorized to represent **Silverthorn Resort**. “Owner” is defined in this Agreement to mean “the owner of a Vessel located in the Marina and any person associated with the owner of a Vessel including all family members, agents, employees, licensees, or invitees on Marina premises.”

1. Owner agrees to comply with all applicable rules, regulations, and instructions of the United States Coast Guard and other federal, state and local authorities or government agency, and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency. Any discharge of paint, sanding debris, hydrocarbons, or chemicals into the water is a violation of Federal and/or State law for which violators can be prosecuted criminally and civilly.
2. Dinghies, inflatable vessels and all other water craft, when not in immediate use, shall be kept on the Owner’s vessel, shall be currently registered with DMV, shall not protrude from vessel to exceed 56 feet in length or 15 feet in width, or cause a navigation hazard. Dinghies shall not be kept in any slip, or with another vessel. Use of another slip for any non-emergency purpose is prohibited. Dinghies, or other floating implements are not allowed on docks. Marina speed limit is steerage only, with no wake and at no speed greater than 5 miles per hour.

Owner's Initials: _____

3. Barbeques, hibachis, or fires of any kind are not permitted anywhere on Marina premises.
4. Owner shall not attach, affix, or install any other objects or materials to fingers or floats and no portion of any Vessel shall overhang the walkways at any time (e.g., bowsprit, plank, bow pulpit, swim step).
5. Dock lines shall be of adequate size for the Vessel and shall be replaced when worn. All Vessels shall be fully equipped with dock/boat bumper/fender protectors at all times the Vessel is in slip.
6. Supplies, materials, accessories, equipment, or gear of any kind shall not be stored on Marina premises.
7. Main engines, power generating equipment, and other noise-making machinery shall not be operated between the hours of 10:00 p.m. and 6:00 a.m. except as necessary to enter or leave the slip. Engines shall not be operated in gear when the Vessel is secured to the dock. Unnecessary operation of engines in slips shall not be permitted. Other noise-making equipment or appliances shall be operated in compliance with all laws, ordinances, and rules.
8. Owner shall not throw, discharge, or deposit from any Vessel or float any solid or liquid material including but not limited refuse matter, oil bulges, galley drain water, or flammable liquid (“Waste Materials”) into the water or upon Marina’s premises. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into the water. All Waste Materials shall be disposed of in the appropriate manner outside the Marina’s premises. Owner shall not empty sanitation device (Porta Potty) in a toilet or lavatory facility on Marina’s premises.
9. No sanding, paint removal, spraying, or scraping shall be done on top sides, above decks, or underwater. Major construction, repair painting, or overhaul shall not be permitted on Marina’s premises. **Silverthorn Resort** shall be the sole judge as to what constitutes “major construction or repair”.
10. No fueling or transferring of fuel from the docks shall be permitted. No storage of flammable or combustible materials of any type including, but not limited to, gasoline, diesel fuels, oils, lubricants, kerosene, “white gas”, paints, thinners, cleaners, turpentine, solvents, resins, epoxy, or catalysts are allowed on docks or vessel.
11. No firearms, fireworks, or live ammunition are allowed on the premises.
12. Storage, possession, and/or use of any illegal drug, controlled substance, or hazardous materials (as defined in Federal or State agencies) are prohibited on any part of the premises.
13. Owner shall notify the Marina of any unsafe or hazardous conditions that come to his attention. Disorderly or indecorous conduct by any Owner or Owner’s family, agents, licensees, or invitees that might cause

harm to any other person or damage property or harm the reputation of **Silverthorn Resort** is prohibited. **Silverthorn Resort** reserves the right to board any vessel in the event of any unsafe condition or discharge of materials into the surrounding waters causing a prospective hazard to the Marina premises or vessels.

14. No advertising or soliciting of any kind is allowed on Marina premises or on vessels.
15. All yacht brokers, contractors, workmen, crew or other agents of Owner must register with the Marina, provide adequate temporary security prior to admittance to the docks and shall fill out an Independent Contractor Agreement and sign a waiver of liability in favor of Silverthorn Resort prior to gaining admittance.
Owner's Initials: _____
16. The moorage dock gate must remain closed and locked at all times. It is not permitted to prop open the gate for any reason as it defeats the gate's purpose and places everyone's property at risk.
17. If Owner is selling his Vessel, Owner must make arrangements to meet prospective buyers at Marina. **Silverthorn Resort** will not admit buyers to see any vessel in the Owner's absence.
18. Designated parking areas are available for parking Owner's vehicle. No particular vehicle parking space is assigned or reserved and the availability of parking is on a "first come-first served" basis. **Silverthorn Resort** reserves the right to limit parking to two vehicles per License Agreement. Owner shall affix a parking permit to Owner's vehicle as provided by Marina. Silverthorn Resort may allow guest parking on a "first come-first served" basis. No motor homes, campers, trailers, or other oversize vehicles shall be parked in the Parking Area. Oversized vehicles must park outside the Parking Area. **Silverthorn Resort** reserves the right to control access to the parking area in such a manner as it shall determine in its sole and absolute discretion. **Violators of this policy will have their vehicles towed off premises and impounded to: Keith's Towing 830 Twin View Blvd. Redding, CA 96003 530-243-1874.**
19. No vehicle shall be parked in the Parking Area for a period in excess of seven (7) nights. Overnight sleeping in any vehicle in the Parking Area is prohibited.
20. Owner shall notify **Silverthorn Resort** when Owner expects the Vessel to be away from its slip for any period in excess of four (4) weeks.
21. Children under twelve (12) years of age are not permitted on the docks at any time without immediate and constant supervision by parents or other responsible adults. Non-swimmers or children under age twelve (12) must wear life jackets on the docks or boat decks.
22. Fishing, cleaning of fish, or swimming/diving, scuba diving or snorkeling is prohibited on Marina premises. Drying or airing laundry, towels or apparel on the docks or the riggings of a vessel is prohibited.
23. Animals must be tethered and restrained by a leash or in an appropriate cage when on the Marina premises. It shall be the Owner's responsibility to immediately clean up after their pet should they soil any area and dispose of the waste in an appropriate receptacle. **Silverthorn Resort** shall be the sole judge of whether the Owner's efforts to control animals and pets are deemed to be adequate. All animals (except Seeing Eye dogs) are prohibited from entering Marina restrooms.
24. **Silverthorn Resort** does not accept telephone messages for boaters. **Silverthorn Resort** is not responsible for receipt or delivery of any mail addressed to Owner at Marina's address.
25. Maximum speed in marina waters shall be 5 MPH or steerage speed.
26. **Trailers, dinghies, inflatables, or any other watercraft may not be stored in Silverthorn Resorts' parking areas, and will be towed off premises and impounded by Keith's Towing, 830 Twin View Blvd., Redding, CA 96003 530-243-1874.**
27. **Refuse receptacles are for household rubbish only! Hazardous waste, furniture, appliances, batteries, construction waste, biological waste, and packaging materials are just a few examples of items, which if discarded in Silverthorn Resorts' refuse receptacles, will cause the termination of this license agreement.**
28. The courtesy dock is available to our guests for loading and unloading purposes. It may not be used as a platform to dock vessels long term. Use of the courtesy dock should be kept to a one hour maximum.

The Owner shall comply with these rules and regulations and all amendments thereto as are published by the Marina from time to time by posting on the bulletin board located in the office of Marina.

I have read, fully understand, and agree to abide by the above-stated Marina Rules and Regulations, and all amendments thereto as provided above.

OWNER or OWNER'S Authorized Agent: _____ **Date:** _____

Silverthorn Resort: _____ **Date:** _____

ACCESS AGREEMENT EXHIBIT B

THIS AGREEMENT sets forth certain terms and conditions under which Marina makes available the Key(s) or gate code collectively referred to in this agreement as the ("Key/Code") designated below giving the boat OWNER(S) named below access to portions of the MARINA'S premises.

1. The Key/Code shall at all times remain the property of Marina. Owner shall have no title therein. Owner's use thereof is by revocable license only.
2. Marina shall have the right at any time, with or without cause and in its sole determination, to terminate this agreement and such termination shall be without fault or liability, foreseeable or unforeseeable, to anyone. "Cause" shall be the unauthorized use of any Key/Code or breach directly or indirectly by Owner of any other agreement (including Marina's rules and regulations between Marina and Owner.)
3. The Owners of a boat in the Marina are entitled to the Key/Code. The Marina shall supply such Key/Code when all berthing documents are fully signed and supplied. Any additional Keys/Code, including replacements for lost, damaged or destroyed Keys, shall be paid for by Owner with Marina's then-established fee schedule, which may be changed from time to time, provided the Owners sign this or a similar agreement for each key received. FEE: \$25.00
4. Owner shall be responsible for the use of all Keys/Code assigned to them under this agreement. If Keys/Code are used by an unauthorized person, Marina reserves the right without prior notice and without fault or liability for any loss, whether foreseeable or not, to confiscate the Keys.
5. This agreement and the right to use Keys/Code subject hereto shall expire on the earlier of the date Marina shall re-issue Keys/Code or change its security system or the date Owner permanently removes the boat or vacates the apartments in the Marina with which the Key/Code is associated.
6. Owner shall be responsible for all Keys/Code assigned to him, whether or not he has delivered any Keys/Code to third parties.
7. Owner shall not give a Key/Code to or permit any third person, not a member of Owner's immediate family, to use a Key/Code except when Owner is in the immediate area of any use. Members of any Owner's immediate family having or using a Key/Code shall be subject to this agreement as if a signatory. Owner shall not reproduce any Key or permit or allow any third person to do so. Any lost or misplaced Key shall be immediately reported to Marina.

8. Owner shall not assign this agreement or any interest therein and no such attempted assignment shall be effective without Marina's consent.

9. Marina reserves the right to make Keys/Code available to certain invitees and vendors. All such persons who are a party to this agreement shall observe the terms in use and return of the keys.

Please be sure to stay informed of the proper code in order to gain access to both the facility and moorage dock. The main gate to the facility will be closed and locked outside normal business hours.

Slip #: _____

OWNER or OWNER'S Authorized Agent: _____ **Date:** _____

Silverthorn Resort: _____ **Date:** _____