

SUNROAD TEMPORARY GUEST AGREEMENT

Date: _____ By: _____ Slip Assignment: _____
Guest Name: _____ Vessel Reg.#: _____
Driver's Lic. #: _____ Insurance: _____
Address: _____ Make: _____
Name: _____
Phone #'s: _____ Overall length: _____
Home: _____ Beam: _____
Work: _____
Cell: _____ *Rental Rate: _____
Emergency Contact: _____ *Stays over daily rate are subject to
Emerg. phone #: _____ liveaboard, electric fees and
further deposits.

Arrival Date: _____
Departure Date: _____
Extensions: _____ # Days Reserved: _____
Credit Card # held for deposit(s): _____ Exp. _____

*\$50.00 will be charged to above credit card for each access card that is not returned.

1. Terms of this agreement are day to day commencing ___/___/___ and ending on ___/___/___, and to include any extensions as noted above. Vessel will be measured and the rate may be changed pursuant to what the vessel actually measures, charges are for the boat or slip whichever is the largest. Guest will be charged for slip until Marina is notified that the slip is vacated and keys returned.

2. LIABILITY LIMITATION OR EXONERATION/INDEMNITY: Owner agrees that during the term of this Agreement or while the Vessel remains on Marina's premises or in the possession of the Marina or its assignee, except as otherwise provided for in this paragraph, all risk of loss or damage to property, and all risk of personal injury or death, shall be upon Owner. Owner agrees that as a material part of the consideration for this Temporary Guest Agreement, in the absence of gross negligence by Marina (which shall not be presumed and must be affirmatively established), neither the marina nor its officers, directors, agents nor employees shall under any circumstances whatsoever be charged with or liable for injuries or death, or for property damage or losses, direct or consequential, which are sustained by the owners of the above described vessel, or the family, guests or other invitees of the vessel owners, as a result of any cause whatever, including but not limited to theft, fire, collision, chafing, dock maintenance, movement of vessels, or any other event, unless directly occasioned by the marina's gross negligence. Owner agrees to indemnify, protect, hold harmless and defend the marina from and against all such actual or potential damages, losses and/or claims not directly resulting from the marina's gross negligence.

3. Damages: Owner agree to pay Marina for all damages to the slip or other Common Areas caused by Owner's misuse or neglect of the slip or other Common Areas, or their appetencies, or the misuse, use or disuse of any equipment thereon by the Owner, family, agents or invitees. Owner acknowledges that the Marina has not made any representations or warranties with respect to the nature, suitability, or condition of the Common Areas, except as expressly set forth herein, and that no such warranties or representations shall be implied.

4. Incorporation of Wharfage Agreement & Rules and Regulations: By signing below, the person signing acknowledges that he or she is the sole owner of the above described vessel or that he or she is an owner and has secured the permission of all owners to execute this Temporary Guest Agreement on behalf of all owners. It is understood and agreed that the Wharfage Agreement & Rules and Regulations which specify the contractual rights and duties of the Marina and vessel owners and their vessels, is by this reference incorporated fully herein as though set forth in full, that the terms and conditions therein contained apply with full force in this Temporary Guest Agreement, and that he/she has received a copy. In the event a term in this Temporary Guest Agreement is inconsistent with the Wharfage Agreement & Rules and Regulations, the latter shall control and have effect over the former. I have received a copy of the Wharfage Agreement and Rules and Regulations- _____

*Access Cards Issued: _____ Returned: _____ Initial Here

Signature _____ Date _____