

November 21, 2011

TO ALL SLIP RENTERS:

Every slip-renter in the Oceanside Harbor must complete a Permit for Slip Rental and have it approved by Harbor Management. The permit form is periodically reviewed by the City Attorney and Harbor Staff.

At the August 31, 2011 meeting of the Oceanside City Council, the City Council approved a revised and expanded Oceanside Harbor District Permit for Slip Rental which includes the addition of a \$300,000 liability insurance requirement for all permit holders.

The permit language was revised to include the indemnification provisions. Also an expanded form was adopted to be completed by live-aboard boaters.

Effective January 1, 2012, all slip rental permit holders will be required to have liability insurance in the amount of \$300,000. A certificate directly from your insurance agent or carrier showing a minimum of \$300,000 liability insurance and an endorsement naming the Oceanside Small Craft Harbor District and the City of Oceanside as additionally insured will be required. The Harbor Office will require any notice of renewal or cancellation from the insurance carrier. Please direct your insurance carrier to mail the notice to the Harbor Office at 1540 Harbor Drive North, Oceanside, CA, 92054.

We have enclosed a sheet with the changes to the new permit. Please read, sign and return to the Harbor Office.

On a different note, the Harbor Office is in the process of setting up a database of email addresses to enable us to more easily contact slip renters. If you would like to be included and have notifications by email, please provide us with your email address. This will enable us to notify you more efficiently and at lower cost.

Oceanside Harbor Administration  
760-435-4000

Enclosure

**REVISIONS TO PERMIT FOR SLIP RENTAL**  
**APPROVED BY OCEANSIDE CITY COUNCIL AUGUST 31, 2011**

Permittee shall obtain and maintain at all times during the term and duration of this Permit all required insurance, including, but not limited to, the following:

Marine Liability insurance to a limit of **\$300,000.00** per occurrence.

There shall be no deviations from the types or amounts of coverage without DISTRICT written approval.

Any lapse in such coverage will be a material breach of this Permit, whether or not a notice of default has been sent to Permittee. As appropriate, DISTRICT retains the right to require Permittee to adjust insurance coverage to adequately protect the DISTRICT and at the sole discretion of the DISTRICT. The purpose of DISTRICT's requirement for insurance is for the protection and benefit of the DISTRICT.

Without insurance Permittee does not have a valid Permit. Permittee agrees that he/she shall not occupy the slip or operate in the harbor area in any manner or at any time if the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of the DISTRICT. Permittee agrees that upon cancellation, termination, or expiration of Permittee's insurance, DISTRICT may take whatever steps are necessary to interrupt any operation from or in the harbor area, including termination of the Permit.

All contractors performing work on behalf of Permittee pursuant to this Permit shall obtain insurance subject to the same terms and conditions as set forth herein for Permittee. It is the obligation of Permittee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the harbor area. Proof of such insurance must be available for DISTRICT'S inspection at any reasonable time.

All insurance companies affording coverage to Permittee and the registered vessel shall name the DISTRICT, its officers, agents and employees as "additional insured". Permittee shall deliver to the DISTRICT a Certificate of Insurance and shall include separate endorsements providing:

- the additional insured status
- that the Permittee's insurance is primary and non-contributing with the DISTRICT'S coverage

All insurance companies affording coverage to Permittee shall be authorized to transact business in the State of California and shall have an AM Best rating of not less than A VII.

Prior to approval of this Permit, Permittee shall furnish the DISTRICT with evidence of such insurance and shall replace it upon termination. Should such insurance not be available or should it not cover the cost of repairs or loss, for any reason, then such cost shall become the personal responsibility of the Permittee.

Indemnification. To the fullest extent allowable by law, Permittee shall indemnify, defend and hold harmless the DISTRICT, its officers, agents and employees from and against all claims, demands, causes of action, lawsuits, proceedings, losses, damages, expense costs (including without limitation attorney's fees, costs and expert witness fees), judgments, penalties and liens or every nature resulting from injury to or death sustained by any person, or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with Permittee's use of premises or performance of work, or its failure to comply with any of the obligations contained in this Agreement. Except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of the DISTRICT, its officers, agents and employees.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PERMIT \_\_\_\_\_ SLIP \_\_\_\_\_ DATE \_\_\_\_\_