

Bel Marin Keys Community Services District (BMKCSD)
Boat Ramp Access Control Card
License Agreement

Whereas the undersigned does hereby agree to the following terms and conditions as a condition precedent to receiving a Boat Ramp Access Control Card.

1. That I will use the card and it's ancillary use in accordance with any and all rules, regulations and or ordinances as set forth now or in the future by the BMKCSD.
2. That the card will remain in my full care custody and control and that I will not allow any other person, who shall include but not be limited to any groups, organizations or Non-Bel Marin Keys Community Services District Resident(s) to possess and or utilize said access card.
3. That I understand that this card shall always remain the property of the BMKCSD and that I possess only a license to utilize said access to ramps in so much as my residency remains that of a Bel Marin Keys Community Services District and as such must be surrendered upon my resident status changing to that of a Non-Bel Marin Keys Community Services District Residency. I recognize and acknowledge that I am a Licensee for purposes of this agreement.
4. That I will abide by any and all posted notices, rules and regulations on the proper cleaning and removal of invasive species prior to the launching of any vessel from a BMKCSD Boat Ramp and that I agree that in the event that I fail to do this, that I will be subject to any and all costs associated with the clean up and or remediation that may be required to remedy same.
5. I agree that any violation of any item set forth herein shall be grounds for the revocation of the license to access the BMKCSD Boat Ramps without notice and without recourse against the BMKCSD.
6. I agree that if I lose said access card that I will promptly notify the BMKCSD and that I will pay a reactivation fee of \$50.00 for a replacement access card. Should my card become inoperative then I shall be entitled to a replacement at no cost provided I surrender the inoperative key to the BMKCSD.
7. That I shall indemnify, defend, and hold harmless The BMKCSD, and their respective officers, directors, agents, and employees (the "Indemnitees") from and against any and all losses arising from personal or bodily injury to or death of persons or damage to the property of The BMKCSD to the extent caused by the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees.
8. Licensee shall not occupy or use the Facility except as provided in this Agreement and Licensee shall comply with all legal requirements that arise in respect of the BMKCSD property and the use and occupation thereof.

9. Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "**Hazardous Material**" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

10. That the BMKCSD may from time to time and/or in its sole discretion deactivate all issued licensed cards. I understand that I will be reissued a card at no cost to me, however the BMKCSD may, in its sole discretion require proof of residency as a condition of any reissuance of an access card.

11. That I am a resident of the Bel Marin Keys Community Services District.

I have read and understand the terms and items contained herein and agree to be bound to and adhere to each provision in their respective entirety.

Signed this the _____ DAY OF _____, 20____.

BY: _____ (PRINT NAME, LAST, FIRST)

Address: _____

Signature _____

Bel Marin Keys Community Services District

Duly Authorized BMKCSD Agent