

Bel Marin Keys Community Services District (BMKCSD)
2023/24 Navigational Lock Access Control Card
License Agreement - \$75 Fee

The undersigned agrees to the following terms, regulations, and restrictions, as a condition precedent to receiving, maintaining, and using a BMKCSD Navigational Lock Access Control Card and Locks.

1. I shall use the card and its ancillary use in accordance with all rules, regulations and/or ordinances as set forth now or in the future by the BMKCSD.
2. The card shall remain in my full care, custody, and control, and that I will not loan nor allow any other person or non-BMKCSD resident to possess or use the card.
3. The card is the property of the BMKCSD and that I possess only a license to use the card to access to locks in so much as my residency remains that of a BMKCSD resident. Upon my residency changing status to where I am no longer a BMKCSD resident, I shall immediately surrender the card to the BMKCSD District Manager. I recognize and acknowledge that I am a Licensee for purposes of this agreement.
4. I will strictly abide by 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 if I fail to do this, I am liable for all costs associated with the cleanup and/or remediation that may be required.
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 Navigational Locks 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 District Manager in writing, and that I will pay a reactivation fee of \$50.00 for a replacement card. Should my card become inoperative, then I shall be entitled to a replacement card at no cost, upon my surrender of the inoperative card to the BMKCSD District Manager.
7. I shall indemnify, defend, and hold harmless the BMKCSD, and its respective officers, directors, agents, and employees, from and against all losses and claims arising from personal or bodily injury to, or death of persons, or damage to BMKCSD property, 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. I shall not occupy or use the Facility except as provided in this Agreement and I shall comply with all legal requirements that arise in respect of the BMKCSD property and the use and occupation thereof.

9. I 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. BMKCSD may, from time to time, or in its sole discretion, revoke 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 a card.

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

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

Licensee's Information:

Vessel CF number: _____

Vessel Description: _____

Address: _____

Email: _____

Phone: _____

By: _____
Signature

Printed Name

Date: _____

Bel Marin Keys Community Services District

Authorized BMKCSD Agent: _____

\$75 Fee - Payment Required - Attach photocopy of check.

Issued Access Card #: _____