

FLORIDA SEA GRANT COLLEGE

Marina Dockage Agreements: Sample Provisions

Richard G. Hamann and Brenna Malouf

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MARINA DOCKAGE AGREEMENTS

SAMPLE PROVISIONS

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MARINA DOCKAGE AGREEMENTS
Sample Provisions

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USER'S GUIDE

This document was produced by compiling and categorizing provisions from dockage agreements and the rules and regulations of fifteen marinas in Florida. The only editorial changes made were to excise references to the name of the marina and organize the provisions in categories. A few notes are included in brackets.

Part I contains dockage agreement provisions. Many marinas incorporate separate rules and regulations by reference, which are contained in Part II. Provisions for commercial vessels are in Part III. In each subsection, provisions from different marinas are separated by asterisks in the middle of the page.

These provisions are in actual use. They have not been modified in any way except to delete references to the name of the marina. They have not been examined or analyzed in any way but are simply provided as a reference for marina operators and their attorneys in drafting their own agreements. They may not be legally enforceable.

Some of the statutory provisions referred to in the documents have changed and others have been created. The law affecting dockage agreements is complex and changing. The professional services of an attorney are highly recommended in writing or interpreting dockage agreements.

I. CONTRACT PROVISIONS

A. Owner Information

1. THIS AGREEMENT, made this _____ day of _____, 19____, by and between (City or County), a political subdivision of the State of Florida, hereinafter referred to as the "County," by and through its _____ Department, hereinafter referred to as the "Department," and the undersigned owner hereinafter referred to as the Permittee." The term "Director", shall be the Director, _____ Department, or his designee.

*Owner or Owners _____
Residence Address _____
Business Address _____
Residence Phone _____ Business Phone _____

*If more than one owner, be sure to complete the above as to each owner.

* * * * *

2.

Boat Dockage Agreement

_____ Date _____ Slip Number

This Boat Dockage Agreement is made between the (Marina) as the lessor, hereinafter referred to as "MARINA", and the party stated below, as the lessee, hereinafter referred to as "BOAT OWNER":

Name of Boat Owner _____ Phone/Home () _____
Phone/Work () _____

Address _____
Street City State Zip

Address to which notice of changes or amendments to this Boat Dockage Agreement, notice of any non-judicial sale to the above-described boat or notice or any legal action should be sent:

_____ Street City State Zip

* * * * *

3.

Owner _____
Street _____
City _____ State _____ Zip _____
Telephone: BOAT _____ BUSINESS _____ HOME _____

Name, Address and local phone number of person in charge of boat in absence of Owner:

Name _____
Address _____
Telephone: Business _____ Home _____

* * * * *

4.

Owner: _____
Address: _____
Operator or Agent: _____
Address: _____ Telephone _____

The undersigned hereby makes application for a Docking Permit and for the above designated berthing accommodations for the vessel named herein. By his signature below, said applicant acknowledges having read, understood and agreed to abide by all conditions of this permit as printed hereon and by the Rules and Regulations governing occupancy of the space and use of the facility. By signature of its authorized official, the (City or County) approves issue of this permit subject to the terms and conditions referred to above.

* * * * *

5.

Owner: _____
Residence Address: _____
Business Address: _____
Business Phone: _____ Residence Phone: _____
Residing aboard vessel during Marina tenancy: YES ___ NO ___

* * * * *

B. Vessel Information

1.
Name of Boat _____ Length _____ Beam _____ Draft _____
Power _____ Sail _____ Other _____ Radio Call Letters _____
Fla. Reg. No. or C.G. Doc. No. _____

* * * * *

2.
Boat type: Sail _____ Cruiser _____ Houseboat _____ Hull Color _____
Maximum Overall Length (including bowsprit, pulpits, outboard, devits,
or dinghy):
Draft _____ Beam _____
Florida or Other Registration No. _____
Captain's Name _____ Make and Year _____

* * * * *

3.
AGREEMENT between (Marina), its successors and assigns (hereinafter
Marina) and the undersigned boat and owner and other persons defined below
(hereinafter Owner).

Boat Name _____
Length _____ Beam _____ Manufacturer _____
Doc./Reg. No. _____ Home Port _____

* * * * *

4.
Boat Name _____
Registration No. _____
O.A. Length _____ Beam _____ Draft _____
Power _____ Sail _____ Time of Arrival _____

* * * * *

5.
Boat Name _____ License No. _____
State of Registry _____ Ship No. _____
Boat Manufacturer _____ Size _____ Sail _____ Power _____

* * * * *

6.
Boat Name _____ Reg. No. _____ Length _____
Slip No. _____ Type of Boat: Sail _____ Power _____
Electric In _____ Electric Out _____ Total _____

* * * * *

7.
Name of Vessel: _____ Overall Length: _____
Beam: _____ Draft: _____ Power: _____ Sail: _____
Document/Registered No.: _____ R/T Call Letters: _____

* * * * *

C. Terms

1.

WHEREAS the Department operates dockage and mooring facilities and dock boxes for the use and benefit of vessel owners and operators, and in consideration thereof:

The Permittee agrees to pay the (Marina) for berth or mooring space at the rate of \$ _____ plus tax per month payable in advance upon execution of this Agreement and thereafter payable monthly in advance on the first day of each month, for use of Slip No. _____ Pier No. _____, or Mooring No. _____, for the following described vessel:

[Optional] The Owner agrees to pay the (Marina) for rental of a dock box at the rate of \$ _____ per month, or any part thereof, payable monthly in advance on the first day of each month.

* * * * *

2.

The above-named parties hereby enter into this Boat Dockage Agreement which incorporates and includes the attached (Marina) Rules and Regulations as a part thereof, and the (Marina), as lessor agrees to lease to the BOAT OWNER, as lessee, a space in the (Marina), hereinafter referred to as the BOAT SLIP pursuant to and in exchange for the following terms:

Boat Slip: (Marina) hereby leases to the BOAT OWNER the following designated boat dockage slip located in the (Marina), and allows BOAT OWNER to occupy said boat dockage slip for the sole purpose of docking the above-described boat for the duration of this lease, as set forth in paragraph 2 below, and pursuant to the terms contained in the Boat Dockage Agreement:

Boat Dockage Slip No. _____

BOAT OWNER shall not cause or permit the above-described boat dockage slip to be used for any other purpose than the docking of the above-described boat and will follow and be responsible for instructing all guests to follow the Rules and Regulations.

Boat Dockage Rent and Fees: Boat Owner shall pay to the (Marina), for the use of the above-described BOAT SLIP, together with the utilities and services provided by the (Marina), as fee as set forth in the attached (Marina) Rate Schedule, the total sum stated each month, due and payable in advance at the office of the (Marina) on or before the _____ day of each month.

It is hereby understood and agreed that the monthly rent and fee may be changed periodically in the sole discretion of the (Marina), but no rate increase shall be implemented within twelve (12) months of a prior rate change. Prior to implementing any such changes in rent or fees, the (Marina) shall provide the BOAT OWNER with thirty (30) days written notice to be sent by certified mail to the address stated above for such notice.

Returned Checks: BOAT OWNER shall pay to the (Marina) a charge of \$10.00 for each check that is returned to the (Marina) unpaid and any late charges, if applicable. This paragraph is subject to the provisions of paragraph 3(d).

Late Payment Charge: BOAT OWNER shall pay to the (Marina) a charge of \$15.00 if BOAT OWNER fails to pay the monthly rent or fees set forth in paragraph 3 within 15 days said rent and fees are due and payable. This paragraph is subject to the provisions of 3(d).

Non-Judicial Sale: The (Marina) retains its right to exercise the provisions for a non-judicial sale of BOAT OWNER's boat as provided for in the Florida Statutes and any other statutory remedy, in addition to all other remedies set forth in this Agreement.

Default: BOAT OWNER shall pay the monthly rent or fees, as provided for in paragraph 3, on a timely basis. Failure to do so shall constitute a default of this Agreement and the (Marina) may terminate this Agreement and exercise any of the remedies available in this Agreement or as provided for by law. Paragraphs 3(a) and 3(b) are optional provisions exercisable by the (Marina) for the benefit of the BOAT OWNER. Nothing in either of these paragraphs shall be construed as mandating the (Marina) to waive its right for timely payment, nor shall the exercise of either of these paragraphs waive the (Marina)'s right to demand timely payment in the future.

* * * * *

3.

Terms: This Agreement commences on October 1, 19__ and terminates on September 30, 19__, except as otherwise provided.

Dockage Rate: Dockage rate is \$ _____ plus \$ _____ Florida Sales Tax. \$ _____ payable (deposit non-returnable) at the execution of this Agreement (but not later than September 1). The balance is payable in four (4) equal installments of \$ _____ due November 1, December 1, January 1, and February 1. Dockage paid hereunder is not refundable unless this Agreement is terminated by Marina without cause.

Boats using dockside electric power will be billed an additional monthly charge as follows, plus tax (prices subject to change without notice):

1 - 220 line	\$ _____
2 - 110 line	\$ _____
1 - 110 line	\$ _____
Dockside Freezer	\$ _____

* * * * *

4.

I hereby make application for facilities at (Marina) and I hereby agree to rent Boat Slip Number _____ for which I will pay the following when due. All slip rentals are payable in advance.

\$ _____ Rent per month; \$ _____ 5% Fla. Sales Tax; \$ _____ Total. Plus any purchases of oil, ice, materials or repairs.

* * * * *

5.

PERSONS, other than and in addition to named OWNER, who are authorized to charge to account of OWNER are:

* * * * *

6.

Slip No. _____ Rate _____ Total Rent this Term _____
Key Deposit _____ Tax _____
Rental Deposit _____ Total _____

Electricity used at each individual slip will be metered and charged to lessee each month in addition to lease payment.

* * * * *

7.

Slip No. _____ Rate _____ Arrival _____ Departure _____
Tax _____ PHONE: Yes _____ No _____
Total _____ TELEPHONE DEPOSIT \$50.00/PHONE EXT. # _____

A deposit in the sum of \$ _____ is required upon the signing of this Agreement. Owner hereby agrees that all charges incurred shall be paid per _____ Account Number _____ whether or not credit card invoice is signed. The rental of pier space at (Marina) entitles the Owner and his registered guests to the full use of all of the hotel and marina facilities at the charge for the use of said facilities prevailing during the rental period. It is understood that all Marina charges incurred by the Owner and his guests shall be deducted from the above stated deposit. All charges, including charges incurred for the rental of pier space and provisions for the vessel, incurred after said deposit has been exceeded are due and payable immediately upon demand therefor.

* * * * *

8.

RATE CHARGE: STORAGE - DRY \$ _____ WET \$ _____ LV. ABOARD _____
Note: Yearly dockage contracts are limited to members of the (Marina).

* * * * *

9.

FACILITY: _____ SLIP NO. _____
RENTAL: \$ _____ PER _____ COMMENCING _____

For the initial period of occupancy, rental is payable three months in advance. Rental for any subsequent period is payable monthly in advance. No refunds will be made for any un-used prepaid period. Sec. (Sec. #), (City or County) Code, authorizes impoundment of the vessel named herein for any failure to pay slip rental fees monthly in advance.

* * * * *

10.

PAYMENT OF ACCOUNTS: All rentals and charges are payable on the 1st of the month.

* * * * *

11.

MONTHLY RATE _____ DAILY RATE _____ LENGTH OF STAY _____

* * * * *

12.
 Rent per Month _____
 Sales Tax _____
 Utilities _____

 _____ Total _____

I hereby contract for rental of Slip # _____ at (Marina), and agree to pay all rental funds in advance and on a monthly basis as stated above.

* * * * *

13.
 Slip No. _____ Rate _____
 _____ Tax _____
 _____ Total _____

	Yes	No
First 50 amps. no charge	_____	_____
Additional Charges for over	_____	_____
50 and over 100 amps.	_____	_____
Phone	_____	_____
RR Key	_____	_____
Convertor	_____	_____
Connector	_____	_____

CREDIT TERMS: Cash accounts must be paid in advance. Checks by prior arrangement only. Credit card accounts must be paid weekly. Season guest charges must be paid monthly.

* * * * *

14.
 The (Marina) operates and maintains dockage facilities for the use of boat owners.

The Owner agrees to pay the (Marina) for pier space monthly, payable in advance, as rental for Slip No. _____, Pier _____.

			Date	Paid	Dock	Tax	Utility
_____ Diesel	\$	_____	_____	_____	_____	_____	_____
_____ Gals. Gas		_____	_____	_____	_____	_____	_____
_____ Dockage		_____	_____	_____	_____	_____	_____
_____ 5% Sales Tax		_____	_____	_____	_____	_____	_____
_____ Utility		_____	_____	_____	_____	_____	_____
_____ Miscellaneous		_____	_____	_____	_____	_____	_____
_____ Tax		_____	_____	_____	_____	_____	_____
_____ Total		_____	_____	_____	_____	_____	_____
_____ Handling Fee		_____	_____	_____	_____	_____	_____
_____ Total	\$	_____	_____	_____	_____	_____	_____

Key No. _____
 Deposit \$ _____
 Returned _____

RATES:
 Dockage .40 per foot
 Electric:
 1 - 110 V. line \$2.50

* * * * *

D. Definitions

1.

As used herein, "Owner" shall mean the boat, the owner of the boat, his agents, guests, employees, personal representatives, heirs, and assigns.

* * * * *

2.

Boat Length is defined as the overall length and includes any bow or stern pulpits, boomkins, bowsprits, dinghys, davits or outboard motors. No part of the boat should extend into the waterway beyond the line of the outboard mooring pilings.

* * * * *

3.

Abandoned Vessel or Object: A vessel or other material object which has apparently been neglected or deserted by its owner, and for which a responsible owner cannot be located or properly ascertained.

Agent: One who acts for or on behalf of another.

Applicant: An individual, over nineteen (19) years of age or person (as herein defined) who has made application to enter into an agreement within or concerning a marina.

Assignment: A transfer of a claim, right, property, etc.

Berth: A place designated at the marina for the anchorage, docking, or trailed boat parking of a vessel which is offered by or through the Marina.

Berth permit Agreement: A formal contract between the marina and a vessel owner stating the terms and conditions agreed upon by both parties for placing the owner's vessel in a wet slip, on a mooring, or in dry storage at the marina.

Boat: A water borne vehicle smaller than a ship; a small craft carried aboard a ship such as a lifeboat; usually considered not to exceed 65 feet in length; often used interchangeably with the term small craft.

Certified Applicant: A person holding an approved and executed berthing application for placement of a vessel in a marina or on a waiting list.

Charter Fishing Boat: A vessel operated from marina facilities for the purpose of charter to private or make-up parties at half-day, full-day, multiple day or weekly rates. A vessel shall not be classified as a charter boat, or occupy space at the marina as such, unless it is engaged exclusively in the business of charter rental.

Charterer: Any number of individuals who charter the same boat from a marina at the same time. In all cases, a time charter does not have the legal responsibilities of ownership.

Commercial Permit: A permit issued by the Manager authorizing a marine-related commercial venture to operate as part of existing marina operations or on marina property and/or waters or from marina property and/or waters. All commercial vessels not designated as requiring a bona fide Agreement to operate from a marina must have a commercial permit.

Commercial Vessels: A charter boat, drift fishing boat, dive boat, sightseeing boat, excursion boat, cruise boat, or other vessel operating as a business or for hire.

Contaminant: Any substance which is not naturally found occurring in water, or substances found occurring in higher concentration than is naturally found, and generally reducing water quality in some manner.

Contract Management: Persons or offices responsible for negotiating and executing contracts, permits or agreements.

Delinquent: Failure to make payment or respond to a notice within stated times.

Derelict Vessel: A vessel which, in the opinion of the (Marina), in and of itself detracts from the aesthetics of a marina to a degree that such a vessel should be immediately removed.

Dock: A bulkhead, seawall or pier for the control or reception of vessels; also a wharf or platform for the loading or unloading of materials or individuals.

Dock Space: That portion of a marina which may be identified for certain uses or assigned as berth space or vessels and their accompanying use.

Documentation: Those official papers pertaining to a vessel as issued by the United States Coast Guard.

Drift Fishing Boat: A boat with fishing facilities for more than six persons, simultaneously, and charging a trip rate per person. Said term shall be synonymous with the term "head boat".

Employee(s): Persons hired by, or officially assisting the Owner, permittee or operator in the maintenance or operation of a vessel, to include captain(s), mate(s), crew maintenance personnel and any other representative used in any capacity or acting in one of these capacities.

Family Unit: The immediate members of a family (spouse and children) residing as single household unit.

Flash Point: The lowest temperature at which the vapor of a volatile oil will ignite with a flash.

Fishing Vessel: Any vessel engaged in fishing whereby the primary purpose of the fishing is not for sport or fun, but is to catch volumes of fish, shrimp, or other sea life, to be sold for profit, by the owner, operator or other persons.

Fuel: Any material burned or used to supply heat or power.

Full Day: Any period of time equal to or in excess of eight hours, computed from the time a vessel departs from a dock until it arrives back at the same dock. Whenever used, the term "Full Day" shall be synonymous with "all day."

Half Day: A period of time greater than four hours but less than eight. Said time shall be computed from the time a boat leaves the dock until it arrives back at the same dock.

Agreement: Specified berth for a commercial vessel and/or space for commercial operations entered into between the marina and Applicant.

Permittee: The owner(s) of a vessel(s) or operation authorized to conduct business in a marina under the terms of an Agreement or Berth Permit Agreement with the City or County.

License: See commercial permit & occupational license or any other required certificates or approval.

Live Aboard: Any person who occupies a vessel as a domicile, temporarily or permanently.

Marina Manager: An employee of the marina who is designated as the Supervisor for a specific marina complex and who is authorized to enforce and/or cause to be enforced the rules and regulations of the marinas and the ordinances of the (City or County) for the orderly and efficient operation of the marina and for the public interest and safety of the marina patrons and staff, or his designee.

Marina Waters: Those water surfaces lying within the bounds of the marina complex, including the marked channel servicing same.

Marine Inspector: A qualified marine surveyor approved by the (Marina Manger).

Mooring: Any weight, chain, rope, floating object, structure or appliance used for the purpose of stationing a vessel.

Mooring or Anchoring Area: Any portion of the (City or County) controlled waters or marinas which has been legally designated for such purpose.

Move List: The list maintained and effected by the individual marina which records the seniority among all assignees or permittees for re-assignments to more appropriate or preferred berths or locations within a marina. It remains the option of the marina to maintain and effect such a move list.

Notice: A message in writing delivered to the last known address of the owner of record as appears on the executed Agreement.

Owner of Record: That name(s) appearing on the vessel's registration.

Occupational License: An official (City or County) Occupational License.

Operator: Every person who shall physically operate, navigate or control any vessel, as designated or approved by Owner.

Owner: Person holding valid ownership of a vessel.

Person: Any natural person, individual, public or private corporation, firm, association, joint venture, governmental agency, partnership or any other entity whatsoever entering an agreement concerning the marinas.

Pier: Any structure built over, on or into the water, floating or on piles, for use as a landing servicing or control device for vessels.

Pollution: The presence in the waters of any one or more substances or contaminants that are harmful or injurious to human health or welfare, animal or plant life, or property.

Principal Operator: Individual(s) who shall be designated by the owner and who shall be actively engaged in and exercise primary responsibilities and control over the regular and normal operation of the vessel.

Private Vessel: Any vessel not defined as a Commercial Vessel.

Registration: A document proving the official recording of a described vessel, issued by the government having jurisdiction over the vessel.

Sunken Vessel: A vessel which is submerged below its natural water level such that its normal propulsion is absent or inadequate to move or to control the vessel movement.

Seniority: Lineal precedence determined solely by the date/time stamp on each complete and approved application or request for a berth, mooring, trailed boat space or other request for occupation or operation within a marina.

Transient Agreement: All agreements expressed or implied, for berthing of any vessel in a marina for the purpose of occupying a transient or temporary berth.

Vessel: Every kind of water craft used or capable of being used as a means of transportation on water.

Waiting List: A list of applicants in order of descending seniority waiting to be allowed to execute a Berth Permit Agreement and to berth their vessel accordingly in a marina. (A waiting list shall be established for each marina and applicants may be on more than one waiting list upon completing separate applications.)

Wastes: Sewage, industrial discharges, and all other liquid, gaseous, solid, radioactive or other substances which may pollute any waters upon deposit therein.

E. Security Deposits

1.

An amount equal to two months use shall be paid in advance as security for faithful performance of all the terms and conditions specified herein.

* * * * *

2.

A deposit in the sum of \$ _____ is required upon the signing of this Agreement. Owner hereby agrees that all charges incurred shall be paid per _____ Account Number _____ Expiration _____ whether or not credit card invoice is signed, the signature being valid authorization to make such charges against Owner's account. The rental of dock space at the Marina entitles the Owner and his registered guests to the full use of all of the Marina facilities at the charge for the use of said facilities prevailing during the rental period. It is understood that all uncollected charges incurred by the owner and his registered guests shall be deducted from the above-stated deposit.

* * * * *

3.

A deposit in the sum of _____ or evidence of a presently active and acceptable credit card is required upon the signing of this Agreement. Owner hereby agrees that all charges incurred shall be paid per _____ Account Number _____ whether or not credit card invoice is signed. Cash deposits shall be paid in advance, weekly, in whatsoever sum specified by (Marina). The rental of dock space at the (Marina) entitles the Owner and his registered guests to the full use of all (Marina) facilities at the charge for the use of said facilities prevailing during the rental period. It is understood that all charges incurred by the owner and his guests may be deducted from the above-stated deposit.

All charges, including charges incurred for use of dock space and provisions or services for the vessel, incurred after the deposit stated herein has been exceeded, are due and payable immediately. It is understood that any charges incurred by the vessel, its Owner and/or guests shall be deducted from the deposit with the balance then being immediately due and owing. Use of any facilities at (Marina) by the owner, his agents and/or guests shall be charged to the vessel named herein and said charges are deemed to constitute services rendered to said vessel and, therefore, constitute a maritime lien against the vessel. (Marina) shall have the option to proceed against the vessel or the Owners, personally, for non-payment of services.

* * * * *

F. Waivers

1.

This facility is to be used at the sole risk of the owner of said vessel, and the (Marina) shall not be liable or responsible for the care or protection of the vessel, including gear, equipment and contents, or for any loss of damage or whatever kind or nature to said vessel, howsoever occasioned. There is no guarantee or warranty of any kind as to the condition of the piers, catwalks, ramps, or mooring gear, nor shall the (Marina) be responsible for injuries to persons or property occurring thereon or for any reason whether herein specifically stated or not.

* * * * *

2.

This Agreement is to provide a slip/space rental. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This Agreement is merely for the renting of a mooring space by vessel OWNER for his vessel. There is neither temporary or permanent dominion, or control exercised over said vessel by (Marina), but said control is to remain in vessel OWNER at all times. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. The (Marina) shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances, at anytime.

* * * * *

3.

Subject to the terms hereof and for only the purpose set forth herein. (Marina) shall make dock space available to owner for a daily fee established in accordance with (Marina)'s rate schedule which fee and rate schedule may be changed from time to time at the sole discretion of (Marina). For information purposes only, the current daily said dock space is \$ _____. The parties hereto do by these presents only create a license for the use of said dock space with (Marina) as Licensor and the Owner as Licensee.

It is understood and agreed that this Agreement does not constitute a bailment. Owner retains and has the exclusive care, custody, control and access to the vessel and its contents at all times.

* * * * *

4.

This agreement is for the use of pier space only, such space is to be used at the sole risk of the Owner, and the (Marina) shall not be liable for the care or protection of the vessel, her appurtenances or contents, or for any loss or damage of any kind or nature to the vessel, her appurtenances or contents, however caused. There is no warranty of any kind as to condition of the piers, walks, gangways, ramps or mooring gear nor shall the (Marina) be responsible for injuries to persons or property occurring upon (Marina) property for any reason.

This agreement is for the use of pier space only, and such space is to be used at the sole risk of Owner. The (Marina) shall not be liable for the care or protection of the boat (including her gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, her contents, gear or equipment whether due to the sole negligence of the (Marina) or otherwise.

* * * * *

G. Sufficient Notice Re: Agreement

1.

Written notice mailed or delivered to the premises assigned hereunder or to the owner's address as shown above shall constitute sufficient notice to the Permittee and written notice mailed or delivered to the Director shall constitute sufficient notice to the (Marina) concerning the terms of this Agreement.

* * * * *

2.

Amendments: (Marina) reserves the right to alter or amend the terms and conditions of this lease, except as provided for in paragraph 4, from time to time by:

written notice sent by certified mail to the address indicated above for such notice thirty (30) days prior to the effective date of said amendment; and

prominent publication by notice on the marina grounds.

Certified Mail: Provisions in this Agreement providing for notice by certified mail shall be satisfied if the notice is returned without the signature receipt and said notice is posted on the BOAT OWNER'S BOAT.

It is hereby understood and agreed that the Rules and Regulations may be changed periodically at the sole discretion on the (Marina). Prior to implementing any such changes in the Rules and Regulations, the (Marina) shall provide the BOAT OWNER with thirty (30) days written notice to be sent by mail to the address stated above for such notice.

* * * * *

3.

(Marina) shall determine schedule of fees and charges for dry storage, wet dockage, and services, with such fees and charges posted at the Dockmasters office. Fees and charges are subject to change, and all storage or dockage space subject to availability. (Marina) reserves the right to limit, assign, and govern mooring, docking and storage spaces within the Marina and Harbor docking area.

* * * * *

4.

Written notice mailed or delivered to the premises assigned hereunder or to the Owner's address as shown above shall constitute sufficient notice to the Owner and written notice mailed or delivered to the Dock Master shall constitute sufficient notice to the (Marina) concerning the terms of this agreement.

* * * * *

5.

Enforcement: During the term of this Agreement, if (Marina) shall determine that BOAT OWNER is in violation of this Agreement, (Marina) shall state the nature of such violation and refer to the specific parts of the Agreement violated and shall be in accord with the appropriate time provisions stated above.

It is agreed that the (Marina) can enforce this Agreement through any of the remedial provisions contained herein in addition to any other applicable procedures pursued in the Court of appropriate jurisdiction.

* * * * *

H. Indemnification Clause

1.

The Permittee agrees to hold the (Marina) harmless and to indemnify the (Marina) for any loss, damage or liability imposed by reason of any act or omission on the part of the Permittee, his agents, employees, or guests in the use of (Marina) facilities for the described vessel.

* * * * *

2.

Indemnity of Marina: BOAT OWNER, for himself and his heirs, hereby releases and agrees to indemnify the (Marina) for any and all liability it may incur for personal injury, loss of life, and damage to property for BOAT OWNER, His family, employees, invitees or agents thereof, arising out of or in connection with the possession of use of said boat or the use of the BOAT SLIP. The Agreement to indemnify includes all claims, actions, proceedings, damages, and liabilities, including attorney's fees.

* * * * *

3.

The Owner agrees to release, indemnify, and save harmless Marina, its successors and assigns from all claims for any loss, damage, injury, or liability arising from fire, theft, vandalism, water damage, collision, improper mooring, or any other cause sustained by Owner or his property in the use of Marina facilities, whether occurring by reason of any act or omission on the part of the Owner, or whether the same be caused by the negligence of the Marina, its officers, agents, employees, or otherwise. Such release and indemnification shall include, but not be limited to, loss or damage occasioned in combination with a hurricane or severe weather (or its effects) or issuance of hurricane warning or notice or attempted notice of severe weather (as set forth below). Owner shall indemnify, defend, and save harmless Marina from and against all liability which may be sustained or occasioned by Owner's use of the Marina, including attorney's fees and expenses of litigation.

* * * * *

4.

Owner indemnifies and holds company harmless against any loss, cost, suit or claim arising out of use of dock space or any handling of the boat in connection therewith whether or not such loss, cost, suit, or claim is based upon the negligence of the company or otherwise.

* * * * *

5.

Owner indemnifies and holds company harmless against any loss, cost, suit or claim arising out of use of pier space or any handling of the boat in connection therewith whether or not such loss, cost, suit or claim is based upon the sole negligence of the company or otherwise.

* * * * *

6.

The (Marina) shall not be liable for any loss or damage caused by act of God or by a criminal act, whether contributed to by the negligence of (Marina) or otherwise.

* * * * *

7.

Owner agrees to hold (Marina) harmless and indemnify it of all loss, damage or liability of any kind claimed by reason of any act or failure to act on the part of the owner, his agents, employees, or guests in the use of mooring space for the vessel.

* * * * *

8.

The vessel Owner and the vessel will indemnify and hold harmless the MARINA for the consideration hereinbefore set forth, from any costs, expenses, damages and, against all claims, demands damage, liability that may be asserted by anyone due to:

a. Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said OWNER's vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on OWNER's vessel, or on the premises of the MARINA or to personal property of others on the vessel or MARINA premises; and

b. Any personal injury, death, or illness arising from the occupancy or use of the MARINA premises or facilities, where such injury, or damage is caused; in any part regardless of how slight, by the acts or omissions of the vessel owner, his agents, servants, invitees or employees; and

c. Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part, regardless of how light, by vessel OWNER, his agents, servants, invitees or employees.

* * * * *

9.

Use of dock space is at the sole risk of the owner. Owner agrees to be responsible to, indemnify and hold harmless (Marina) for any loss, damage, legal action or claim occasioned by the Owner's use of dock space or by the presence of the above-named vessel at (Marina), WHETHER OR NOT LOSS OR DAMAGE IS TO PROPERTY OWNED/LEASED BY (Marina) OR ANY OTHER PERSON, AND WHETHER OR NOT ANY LOSS OR DAMAGE IS THE RESULT OF THE NEGLIGENCE OF (Marina) OR ITS EMPLOYEES.

Owner acknowledges that he has been informed of the fire fighting, first aid, and security service, provisions, and/or equipment available at (Marina) and hereby acknowledges same as being sufficient, reasonable and adequate, and hereby agrees to, and does by these presents, hold harmless, indemnify, and release (Marina) from all liability, loss or damage to persons, including death, and/or property arising out of fire, or other casualty, theft and/or vandalism at (Marina), regardless if the failure to have other or additional such services, provisions and/or equipment shall in any manner constitute negligence.

* * * * *

10.

The Owner agrees to hold the (Marina) harmless and to indemnify the (Marina) for any loss, damage or liability imposed by reason of any act or omission on the part of the owner, his agents, employees, or guests in the use of (Marina) facilities for the described vessel.

Owner indemnifies and holds the (Marina) harmless against any loss, cost, suit or claim arising out of use of pier space or Marina facilities whether or not such loss, cost, suit or claim is based upon the sole negligence of the (Marina) or its employees.

I. Rules and Regulations Incorporated by Reference Rules and Regulations Amendments

1.

The Permittee agrees to comply with all Marina Rules and Regulations, which are by reference made a part hereof. Marina Rules and Regulations are subject to change at the discretion of the Director.

* * * * *

2.

Terms and conditions on reverse side of the Agreement constitute a full portion of this Agreement.

* * * * *

3.

Owner agrees to comply with all posted rules and regulations, as fully as though they were set forth herein, and should breach of this agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately, and (Marina) may remove the vessel from her mooring space at the Owner's risk and expense and take possession of the mooring space.

* * * * *

J. Failure to Comply with Rules and Regulations Constitutes Termination

1.

Upon failure of the Permittee to comply with any such Rules or Regulations, or to pay the use fee hereinabove provided, this Agreement may be terminated and the (Marina) may remove the vessel from her berth or mooring space at the Permittee's risk and expense and may take possession of the space, relet the same, and shall have a lien against the above-described vessel, her apurtenances and contents, and may dispose of the Vessel as described by Law.

* * * * *

2.

It is understood that I shall abide by the rules and regulations of the Marina now in effect as reflected in this agreement and any changes or additional rules that may be published from time to time. Failure to do so shall be considered a breach of this agreement giving management the right to terminate this agreement immediately.

* * * * *

3.

Owner agrees to comply with all posted rules and regulations on the reverse side hereof, as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately, and the (Marina) may remove the boat from her mooring space at the owner's risk and expense and retake possession of the mooring space.

* * * * *

4.

Violation of any of the above rules and regulations; any disorder by immoral or offensive conduct by a patron or his crew or guests, which might injure a person, cause damage to property or harm the reputation of (Marina), shall be cause for immediate removal from the Harbor, of the Boat and persons in question, upon order of the Dockmaster, and shall be deemed reason for the non-acceptance of all future requests for dockage.

* * * * *

5.

Should breach of the conditions of this permit occur, the rights herein conferred shall terminate immediately and the (Marina) may remove the vessel from her mooring space. The owner shall pay any costs incident thereto, and any un-expired rental shall be forfeited.

* * * * *

6.

OWNER agrees to comply with all posted rules and regulations herein attached hereto and marked Exhibit "A" as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately at the option of MARINA. OWNER agrees that upon such violation MARINA may immediately remove the boat without notice to OWNER from her mooring space at the OWNER's risk and expense and take possession of the mooring slip.

* * * * *

7.

I will abide by the rules and regulations set forth by (Marina), now in effect and any additional regulations and/or rules that may be set forth. I further agree that the right to terminate this contact rests with (Marina) management if these rules and/or regulations are violated.

* * * * *

8.

Dockage rules and procedures will be observed by the Owner, his guests, agents and employees. These rules and procedures are on the reverse side hereof, as fully as though they were set forth herein. (Marina) reserves the right to alter, amend and modify these procedures by posting of a notice. Should breach of this Agreement or violation of posted rules and regulations occur, this least shall terminate immediately, and (Marina) may remove the boat from her mooring space at the Owner's risk and expense and retake possession of the mooring space.

* * * * *

9.

The Owner agrees to comply with all the laws pertaining to marina operations and all marina rules and regulations, including those set forth on the reverse side hereof or attached hereto, which are by reference made a part hereof. Upon failure by the owner to comply with any such laws, rules or regulations, or to pay the rental hereinabove provided, this agreement may be terminated, and the (Marina) may remove the vessel from her mooring space at the Owner's risk and expense and may take possession of the space, relet the same, and may retain any balance or preparid rental as liquidated damages and not as a penalty.

* * * * *

10.

Rules and Regulations: BOAT OWNER must comply with the Rules and Regulations contained in this Agreement. Violation of any of the Rules and Regulations or breach of any term or provisions of this Agreement can result in the termination of this Agreement at the option of the (Marina)

* * * * *

K. Agreement/Berth Not Assignable

1.

It is understood and agreed that this Agreement is not assignable and the berth or mooring space above described may not be sublet by the Permittee. The described space shall be used by a new vessel or Permittee only upon execution of a new Agreement.

* * * * *

2.

Transfer of Lease: This Lease cannot be transferred, sold or assigned without the written permission of the Marina Management. In the event BOAT OWNER sells his boat, the Marina will endeavor to execute a new Lease with the new BOAT OWNER.

* * * * *

3.

This Agreement shall not be assignable by Owner. Marina's rights hereunder shall survive the sale, lease or charter of the boat.

* * * * *

4.

This permit is non-transferable and applies only to the above-named vessel, owner and/or operator, facility and space. The (Marina) reserves the right to discontinue furnishing these accommodations, to cancel this permit, and to change the rental rate for space by giving or mailing notice in writing to the owner or operator at either of the above addresses.

Moving to different locations or transfer of boats between spaces within the facility may be affected only upon prior written permission from the Harbormaster. Sub-leasing of space or permitting any vessel not named in this permit to use the space named herein is not permitted. Any other vessel mooring within this space may do so only with the prior permission of the Harbormaster, and will be charged the daily transient rate currently in effect.

* * * * *

5.

This document together with Exhibit "A" attached hereto, constitutes the entire agreement between the parties. There can be no assignment by either party without the full consent and knowledge of the other party and such consent will not be unreasonably withheld.

* * * * *

6.

This License confers no interest whatsoever in property and is revocable at any time by (Marina) upon notice. No use for a particular purpose is granted, and no alterations or modifications are to be made by the Owner, his agents or employees to the dock space. Use of dock space is the personal privilege of the Owner and is not assignable. Any attempt to assign or assignment of this Agreement is void. It is hereby acknowledged that any vessel remaining at (Marina) after its license has been revoked shall be deemed to be trespassing and the appropriate authorities will be notified.

No modifications to this License Agreement shall be enforceable unless in writing and signed by an authorized agent of (Marina).

* * * * *

7.

It is understood and agreed that this Agreement is not assignable and the dockage space or above described vessel may not be sublet by the Owner without prior approval of the marina head. The Owner agrees to advise the (Marina) of any legal change of ownership, or rental, of the described vessel, while subject to this contract, no later than 72 hours following such change. The owner may continue paying the slip rental while awaiting delivery of another vessel; however, this will be limited to a maximum period of one year.

* * * * *

8.

The specified berth or mooring space is assigned to the vessel and owner above designated.

* * * * *

L. Owners Must Sign

1.

The person or persons signing below does or do hereby certify that he or they are the lawful owner or owners of the vessel hereinabove described and are authorized to subject such vessel to the provisions of this Agreement. The owner or owners shall provide to the marina, documented proof of ownership.

* * * * *

2.

The undersigned by signature herewith attests that he/she is the owner or authorized agent of subject boat, and acknowledges, understands, and agrees to all the terms and conditions.

* * * * *

3.

The person signing for or on behalf of the Owner warrants his authority to obligate the Owner and the vessel to the terms of this License Agreement.

* * * * *

4.

The person signing below does hereby certify that he is the lawful owner of the vessel hereinabove described or is authorized to subject such vessel to the provisions of this agreement.

* * * * *

M. Effective Dates of Agreement

1. This Agreement is effective commencing on _____, 19____, and shall continue for a term ending _____, 19____.

* * * * *

2.

Term Begins _____
Term Ends _____

* * * * *

3.

Arrival Date _____ Est. Departure _____
Term Commencing _____ To _____

* * * * *

4.

Arrival _____ Departure _____ Length of Stay _____

* * * * *

N. Agreement Termination

1.

This Agreement may be terminated upon one of the following conditions:

a. The breach of any of the provisions of this Agreement.

b. By written notice of termination by the (Manager), which may be accomplished with or without cause;

c. By written execution of the Owner's Notice of Termination, hereby made a part of this Agreement, accompanied by tender of unpaid fees or charges, if any, delivered to the Department 30 days prior to effective date of termination.

d. By the berth or mooring facility becoming unserviceable for any reason whatsoever.

* * * * *

2.

Duration of Boat Dockage Agreement: This Agreement may be terminated by either party, with or without cause, upon fifteen (15) days prior written notice. Notice of intent to terminate this Agreement by (Marina) or BOAT OWNER will be sent to the address stated above for such notice and notice of intent to terminate this Agreement by BOAT OWNER to (Marina) should be delivered to the office at the (Marina).

* * * * *

3.

This Agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to-wit:

a. By destruction of the anchorage facilities by fire, storm or other calamity;

b. In the event owner shall make a bona fide sale of the boat listed in this Agreement;

c. By breach or default as provided in paragraph 6 below.

* * * * *

4.

Owner agrees to comply with all posted rules and regulations on the reverse side hereof, as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately, and the (Marina) may remove the boat from her mooring space at the Owner's risk and expense and retake possession of the mooring space.

* * * * *

5.

This Agreement shall be in full force and effect, unless terminated under any of the following conditions:

a. By destruction of the slip/space facilities by fire, storm, acts of God, acts of Government, acts of third parties, or other calamity;

b. In the event Owner shall make a bona fide sale of the boat listed in the Agreement, and/or remove the boat to another mooring;

c. By breach or default of the terms of Rules and Regulations as provided in paragraph 9 below set forth in Exhibit "A", or subsequent amendments, as solely determined by the MARINA;

d. By termination in writing on ten (10) days notice by MARINA;

e. By breach of the warranties or agreements contained herein, said breach to be solely determined by MARINA.

* * * * *

6.

This agreement shall be in effect unless terminated as follows:

a. By destruction of the dockage facilities by fire, storm or other calamity.

b. By breach or default as provided in paragraph 5 below.

This agreement is effective commencing _____, 19___, and shall continue, except as specified in paragraph 8, hereof, until terminated upon one of the following conditions:

a. By breach of forfeiture of any of the covenants or provisions of this Agreement as provided elsewhere in this Agreement.

- b. By written notice of termination by the (Marina).
- c. By 15-day written notice of termination by the owner, accompanied by unpaid fees or charges, if any.
- d. By the dock or mooring facility becoming unserviceable for any reason whatsoever.

* * * * *

O. Owner's Notice of Termination and Confirmation

1.

Date Prepared _____

I hereby give Notice of Termination of this Agreement as of _____, 19__.

(SEAL)
(SEAL)

Owner or Owners

* * * * *

Owner's Notice of Termination of this Agreement is confirmed as effective on _____, 19__.

By _____
Marina Manager

* * * * *

2.

I fully understand that this contract is null and void only after a thirty (30) day written notice is submitted by myself as the lessee or by the management of (Marina).

* * * * *

P. Removal and Storage of Boat

1.

In the event (Marina) terminates this Agreement, it is agreed that the Marina Management may remove the boat to a storage site without incurring any liability to BOAT OWNER. Charges for storage of the boat will be at the transient dockage rate then in effect. BOAT OWNER is responsible for paying any other reasonable expenses incurred by the Marina Management in removing the boat and property from the slip.

a. Notice: BOAT OWNER will be given written notice by certified mail thirty (30) days prior to the scheduled date for removal, sent to the address stated above for such notice.

b. Lease of Boat Slip: The marina reserves the right to lease the vacated BOAT SLIP described above to another BOAT OWNER without incurring any liability.

* * * * *

Q. Laws

1.

In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State.

* * * * *

2.

In the event any portion of this Agreement shall be deemed to be in violation of any law of the United states or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.

* * * * *

R. Emergencies

1.

BOAT OWNER hereby authorizes the Marina Management to move the above-described boat as may be required in an emergency situation, or to avoid loss or damage to Marina property.

* * * * *

2.

In case of EMERGENCY notify: ("Emergency Agents")

NAME	ADDRESS	PHONE
(1)	_____	_____
(2)	_____	_____
(3)	_____	_____

Owner hereby appoints the person(s) named above, jointly and severally, as Owner's attorney-in-fact and authorized representative(s) to direct Marina with respect to the boat in case of peril or severe weather and to otherwise act in the place and stead of Owner if Marina is unable to contact or give notice to Owner.

* * * * *

3.

Hurricanes: In the event of a tropical storm warning, the Marina will be cleared of all vessels. The dockmaster shall determine when this will be necessary. It is the responsibility of the Owner, prior to evacuation time, to make arrangements for a safe anchorage for his vessel. Unattended boats will be towed to another anchorage at Owner's expense and risk.

* * * * *

4.

Emergency Contact _____ Mail
 _____ City
 _____ Phone -
 Home _____
 - Business _____

* * * * *

5.

In the event of a hurricane or tropical storm warning, the Yacht Basin may be cleared of all vessels. The Dockmaster shall determine when this will be necessary. It is the responsibility of the boat owner, prior to evacuation time, to make arrangements for a safe anchorage for his vessel. Unattended boats may be towed to another anchorage at the Owner's expense and risk. Undertaking to move or evacuate vessels shall not be deemed an assumption of responsibility for the safety, security and care of Owner's vessel by (Marina), nor shall (Marina) be deemed a bailee of the Owner's vessel.

* * * * *

6.

Hurricanes. In the event of a hurricane warning the Marina will be cleared of all vessels. It is the responsibility of the Owner to remove his/her vessel on the issuance of hurricane warnings for (Area) by the U.S. National Weather Service. The Marina has the right to remove a vessel from the marina during any emergency situation or catastrophe. Owner agrees to remove, or cause to be removed, his vessel from (Marina) property on or before issuance of hurricane warnings by the U.S. National Weather Service which includes (Area).

* * * * *

S. In Rem Liens

1.

Additional Terms and Agreements

Owner agrees to pay and Marina shall have a lien against the above described boat for unpaid sums due under this Agreement, charges on account, fuel, equipment, supplies, materials, and ships stores, delivered to the Owner, and for damage caused by above-described boat or by Owner, or his agents, employees and guests, to any docks or the property of the Marina or to any person.

* * * * *

2.

Owner further consents to the appointment of Marina as substitute custodian in any proceeding commenced by Marina hereunder in rem in the U.S. District Court and agrees to pay Marina for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

* * * * *

3.

(Marina) shall have a lien against the above-described boat, its appurtenances and contents for unpaid sums due for the use of dock facilities or other services, or for damage caused or contributed to by above described boat or by owner to any docks or property of (Marina) Company or any other person at the Marina.

* * * * *

4.

In the event of any breach hereunder included but not limited to recovery in whole or in part for services or slip/space rental charges, in any Court, either in rem or in personam, the vessel OWNER hereby agrees to pay all Court costs together with attorneys fees and interest and further that said vessel be responsible for such costs, fees and interest. Should a suit result against the vessel in rem, the vessel OWNER agrees and consents to have MARINA appointed as substitute custodian who may be responsible to secure removeable items, with the consent of the United States Marshall at the MARINA facility including removing the vessel in custodia legis from its normal slip/space to another slip/space as the United States Marshall may allow on direct.

* * * * *

5.

That the MARINA provides the slip/space rental to OWNER on the basis that the MARINA relies on the financial credit of the vessel. The MARINA shall have a maritime lien against the above described vessel, her appurtenances and contents for sums due for the slip/space rental; services provided to said vessel, injury or damage caused or contributed to by the vessel or OWNER, including but not limited to damage to pier, piling, docks, wharf, personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses. It is further agreed that services provided by MARINA to OWNER or OWNER's vessel are in furtherance of navigation of said vessel and in furtherance of waterborne use, whether such services are performed ashore or afloat.

* * * * *

T. Nonjudicial Sale

[Editor's note: Section 328.17, Florida Statutes (1985 Supp.) sets forth new standards for the nonjudicial sale of vessels, including the requirement of a provision in the contract in boldface type.]

1.

Marina is hereby authorized by Owner to sell the boat or vessel at a nonjudicial sale in the event of nonpayment of rent or other sums due hereunder for a period of six (6) months. The Marina shall send written notice by certified mail to the Owner at Owner's address set forth above at least thirty (30) days prior to the proposed sale. This provision is incorporated in this Agreement pursuant to Florida Statute Section 328.17 and the requirements of that section shall be followed in the sale of the vessel pursuant to this paragraph and that section.

* * * * *

2.

Pursuant to Florida Statute 371.84, and following parts, (Marina) is authorized to sell the above vessel, her appurtenances and contents at a non-judicial sale in the event of non-payment of rental for a period of six (6) months. Notice by Certified Mail of a non-judicial sale with reference to the aforesaid vessel, will be mailed to the above owner at (owner's address) at least 30 days prior to the proposed sale.

* * * * *

U. Attorney's Fees

1. Owner agrees to pay all expenses and costs incurred by marina in enforcing any of the terms and conditions of this Agreement, including reasonable attorney's fees.
* * * * *
2. In case suit is brought by Marina or Marina shall hire an attorney regarding collection of any amounts due hereunder or any breach hereof, Owner agrees to pay the costs thereof including reasonable attorney's fees.
* * * * *
3. In the event any action is necessary, and the (Marina) prevails, BOAT OWNER shall be required to pay all expenses, costs, and attorney's fees incurred in the enforcement of this Agreement.
* * * * *
4. The Owner shall be responsible for and shall pay any and all reasonable attorney's fees, at the trial level, as well as the appellate level, together with any costs and/or charges incurred by the Marina in the enforcement of any provisions of this Agreement.
* * * * *
5. I do hereby agree to pay any and all attorney's fees, court costs and/or other collection fees if it becomes necessary for (Marina) to take such action to collect any unpaid account created by me or my boat.
* * * * *
6. Owner and vessel, jointly and individually, shall pay all costs, including reasonable attorneys' fees incurred by (Marina), in non-judicial proceedings or judicial proceedings and appeals therefrom to enforce any and all provisions of this Agreement and effect collection of any sums due (Marina). In the event (Marina) sues or is sued in tort or contract, or otherwise, in any action arising out of or in relation to this License Agreement and (Marina) is the prevailing party by means of judgment, dismissal or otherwise, whether or not such action presented a justiciable issue of law or fact, or whether or not (Marina) was a plaintiff or defendant in said action, (Marina) shall recover its costs and expenses directly incurred because of any said action, including its reasonable attorneys' fees, whether taxable or not, from the losing party.
* * * * *

V. No Continuing Waivers

1. Any waiver by Marina of any term or condition of this Agreement shall not be deemed to be a continuing waiver and shall apply only to the specific act or omission waived.
* * * * *

2. Waiver of any conditions by Marina shall not be deemed to be a continuing waiver.

* * * * *

3. (Marina)'s failure to require strict performance of this License Agreement, or waiver of any condition, shall not be deemed a future waiver of any condition or any of its rights under this License Agreement and shall not in any respect be deemed a continuing waiver.

* * * * *

4. Waiver of any conditions by the (Marina), or its employees, shall not be deemed a continuing waiver.

* * * * *

W. Seaworthy Condition Warranted by Owner

1. Boats shall be kept in a seaworthy condition, and shall create neither a fire hazard nor an eyesore, or sinking hazard. The owner shall keep the vessel properly moored and dry within at all times.

* * * * *

2. It is the full responsibility of the boat OWNER to make arrangements for the safety and protection of his boat and appurtenances.

* * * * *

3. The Owner, or his representative, hereby certifies that the above-named vessel is in good condition, clean and mechanically sound. In the event the Dockmaster has not viewed the vessel prior to its arrival in the marina and, in his opinion, the vessel does not meet this requirement, then this Agreement is null and void.

* * * * *

X. Admiralty Agreement

That this is an Admiralty and Maritime Slip/Space Rental Agreement under the General Maritime Laws, Statutes, and Code of the United States of America.

* * * * *

Y. Marine Insurance

The vessel OWNER covenants and agrees that he has in full force and effect a marine hull insurance policy of a "named perils" or "all risks" for the value of the vessel and a third party liability policy, also known as P & I policy in a minimum amount of \$ _____.

* * * * *

2. Signatures

1. Signed, sealed and delivered in the presence of:

(Witnesses to signature of
or Owners)

"Owner or Owners"

(SEAL)
(SEAL)

(MARINA NAME)

By: _____
Director (or Designee - Marina Mgr.)

* * * * *

2.

BOAT OWNER or Agent for (Marina)

* * * * *

3.

By: _____
Owner

Dockmaster

* * * * *

4.

Signature: _____
Owner

(MARINA NAME HERE)

By: _____

* * * * *

5.

Checked in By _____ Signature _____

Owner

Signature _____

Captain

* * * * *

6.

In acknowledgement; Owner or Agent

Date

* * * * *

7.

(MARINA NAME HERE)

APPLICANT

Title

Title

* * * * *

8.

I have read this entire Agreement and fully understand all of the terms thereof and realize as a vessel owner that I am personally responsible and that the vessel is also responsible for the terms and conditions set forth herein.

Signed, Sealed and Delivered
in the presence of:

"OWNER"

By: _____

As to owner/authorized Agent

"MARINA"

By: _____

As to Marina

* * * * *

9.

(MARINA NAME HERE)

By: _____

Date _____

Leasee _____

* * * * *

10.

Executed this _____ day of _____, 19 ____.

READ BEFORE YOU SIGN

CHECK OUT TIME 11:00 AM
PAYMENT OF ACCOUNT MUST
BE MADE PRIOR TO
DEPARTURE

By: _____

Owner/For Owner

By: _____

For (MARINA)

THANK YOU!

* * * * *

II. RULES AND REGULATIONS

A. Introductions

1.

The (City or County) provides these Marina facilities for your comfort and convenience. For the safety and enjoyment of the Marina it is required that all boat owners, their crew and guests abide by the following rules and regulations.

* * * * *

2.

In an effort to provide an inviting atmosphere for boat owners docking at (Marina), the following rules and regulations are provided for your protection. Your cooperation in observing the following rules will be appreciated.

* * * * *

B. Motor Vehicle Regulations

1.

All applicable ordinances of (City or County) and Statutes of the State of Florida shall apply to the operation of motor vehicles on the parking areas and roadways of marinas. All vehicular traffic must comply with all orders, notices, signals or directions of any police officer or marina staff member. These Rules and Regulations shall apply with equal force to motor vehicles on lease, rent or loan to any person. The owner or operator of any motor vehicle using facilities or space within a marina shall be subject to these Rules and Regulations.

* * * * *

2.

Boat Owners will be issued up to two marina Parking Permits. This permit, which is to be displayed in a visible location on the rear of each motor vehicle, allows Boat Owners to park in designated Marina lots. All motor vehicles parked in Marina lots must meet current State Motor Vehicle registration requirements.

* * * * *

3.

The (Marina) reserves the right to limit and govern parking space in dock parking area.

* * * * *

4.

Parking: In some areas, parking spaces are crowded. If your boating party consists of more than one vehicle, please park the other vehicles in the less crowded areas.

* * * * *

5. Parking: Daily users of the parking lot will be allowed one parking space per boat slip/space; the yard reserves the right to make a nominal charge for additional regularly used spaces.

* * * * *

6. (Marina) reserves the right to limit and govern parking space in Marina parking area.

* * * * *

7. Parking: Parking space is limited and therefore everyone must exercise courtesy in parking. If your boat party consists of more than one vehicle, please park in the less crowded area. There is no reserved or assigned parking place for anyone. Vehicles are not permitted near the seawalls.

* * * * *

C. Conduct of the Public

1. All penal laws of the United States of America, State of Florida, and (City or County), and these Rules and Regulations govern the conduct of any person entering, remaining, or leaving a marina.

* * * * *

2. Owner will comply with all applicable laws including state, county and municipal rules and ordinances and will obtain all required licenses and permits.

* * * * *

3. Disorder, depredations or indecorous conduct by a tenant, his employees or visitors will cause the immediate removal from the Marina of the vessel in question. Public intoxication, profanity, or abusive language directed at anyone will not be tolerated. The vessel of any tenant who causes or threatens harm to the person or property of any other tenant, marina employee, or member of the public will be subject to immediate removal from the marina.

* * * * *

4. Violation of any City Ordinances, State or Federal Laws, violation of any regulations of City, Federal or State agencies shall be cause for the Marina to terminate the Agreement immediately and as of the date of said violation and for the immediate removal of Owner's boat from the Marina.

* * * * *

D. Vessel Operations within Marinas

1.

Whenever a vessel enters marina waters, it shall immediately come under the jurisdiction of these Rules and Regulations and shall be operated, navigated, moored or stored accordingly unless otherwise directed by marina staff. Vessel operators are required to comply with all applicable Local, State and Federal Regulations which may apply to their vessels or operation thereof. Vessels entering and leaving the marina shall be governed by the "Inland Rules of the Road."

It shall be unlawful for any vessel within (City or County) marinas to obstruct any established channel or to tie up to or to discharge persons upon any navigational aid within any (City or County) marina or to anchor within the limits of any established channel of a (City or County) Marina, except in an emergency or with the specific approval of the Director, or designee. A vessel shall not anchor or moor within the jurisdictional water areas of any (City or County) marina except in those portions of the marina designated for that use, pursuant to an executed berthing agreement or as directed by Marina personnel.

Vessels of commercial nature entering marina waters for the expressed purpose of picking up and discharging passengers will be assessed a service charge.

* * * * *

2.

All boats must be registered upon arrival and receive assignment to a berth or slip.

Watercraft shall not anchor in the entrance or channels of Marina.

Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying a slip designated for commercial use.

* * * * *

3.

When a boat enters the docking facility, the boat, crew and guests must comply with all rules set out herein.

The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching the docking facility.

* * * * *

4.

When Boat enters the Harbor or (Marina), it immediately comes under the jurisdiction of the Dockmaster and Management of (Marina).

* * * * *

5.

Safety: Please observe boating Rules of the Road at all times within the confines of the Marina and the Marina channel.

* * * * *

6. When a boat enters the Marina, the boat, crew and guests must comply with all rules set out herein.

The Rules of the Road and the navigation laws of the United States apply to all vessels in or approaching (Marina).

* * * * *

7. Safety: Please observe all boating rules of the road at all times and especially within the confines of the Marina.

* * * * *

E. Required Equipment

1. It shall be unlawful for the owner or operator of any vessel within (City or County) marinas to operate said vessel, or allow the operation of said vessel, when the vessel is not equipped in compliance with applicable federal, state, county and municipal regulations.

* * * * *

2. Boats shall conform to all Federal, State and City regulations concerning boat safety devices and equipment.

* * * * *

F. Vessel Registration

1. It shall be unlawful for the owner or operator of any vessel to operate within (City or County) marinas unless complying with all federal, state and local requirements, for the registry or enrollment of such vessel.

* * * * *

2. Boat Owners must verify current Federal documentation or State registration for all boats berthed in the Marina and be listed as a legal owner on such papers.

* * * * *

G. Towing

No person shall operate a vessel engaged in towing persons on water skis, aquaplane or similar device on any waters within a (City or County) marina. Vessels may tow other disabled vessels when associated with mechanical breakdown or personal safety.

* * * * *

H. Speed Restrictions

1.

All vessels operating in marina waters shall proceed at idle, no wake speed, so as to prevent damage or injury to persons or property.

* * * * *

2.

NO WAKE PLEASE!

* * * * *

3.

Boats within the marina shall be operated at speeds not exceeding 4 MPH.

* * * * *

4.

BOAT SPEED: Speeds in our channel and Marina Basin must be controlled so as not to produce a wake.

* * * * *

5.

BOAT SPEEDS: Regardless of boat type you are responsible for damage caused by your wake.

* * * * *

I. Customs Clearance

Vessels arriving from foreign ports and requiring clearance by United States Customs shall so identify themselves by flying proper color (yellow). The Marina Manager may provide temporary and restricted dockage until vessel is inspected and released from quarantine status.

* * * * *

J. Inspections/Seaworthiness

1.

All vessels shall be inspected for general conditions and documentation prior to initial berthing, subsequent renewals, moves or extenuating circumstances. Further information regarding inspections are contained within appropriate Private or Commercial sections of these Rules and Regulations.

* * * * *

2.

Each vessel will be inspected by the Marina Manager prior to initial berthing and upon each Berthing Agreement renewal, vessel move or other

extenuating circumstances. The Marina Manager may condition any Agreement to this inspection and take appropriate steps to insure that corrections are effected.

* * * * *

3. Boats berthed in the Marina must be seaworthy and capable of moving under their own power.

Boats berthed in the Marina must be kept in a safe, clean and attractive condition.

* * * * *

4. Owner warrants and represents that the boat is in a seaworthy condition and will be maintained in a seaworthy condition at all times during which the boat is at the Marina.

* * * * *

5. Only pleasure boats, in good condition, and under their own power, shall be admitted to berthing areas.

* * * * *

6. (Marina) will, at the sole discretion of the Dockmaster, accept only those Boats and Trailers that are in safe, maintained, workable condition. The above notwithstanding, all maintenance of Boat and Trailer are the single responsibility of the Owner. The Boat and Trailer must have a working jack if in the opinion of the Dockmaster it can not be readily handled by a single individual.

Only acceptable pleasure Boats and Trailers, in good condition, and under their own power, shall be admitted to berthing areas or storage areas.

* * * * *

K. Property Damage

1. Owners or operators of vessels shall immediately (not to exceed 30 days) reimburse (Marina) for any damage or defacement which they or their vessel may cause to (Marina) property. Berthing agreements shall not be renewed with owners or operators who have not satisfied such outstanding obligation.

* * * * *

2. Any person causing damage to Marina property or the property of another, whether negligently or by accident, shall be totally responsible for paying for repairs.

* * * * *

3.

Any person or persons causing damage to the Marina property or the property of other boat owners, whether negligently or by accident, shall be totally responsible for paying for the repairs. All such incidents should be reported to the Marina Management immediately.

* * * * *

L. Waivers of Liability

1.

Berthing space and adjacent piers are to be used at the sole risk of the owner, and (Marina) shall not be liable for the care or protection of the vessel, appurtenances, contents or for any loss or damage of any kind or nature whatsoever, however caused. No warranty of any kind is offered as to the condition of the piers, walks, gangways, ramp, or mooring gear, nor shall (Marina) be responsible for injuries to persons or property occurring upon (Marina) property, not caused by the negligent acts of Marina personnel.

The Marina does not assume any responsibility for loss of or damage to property or for injury to or death of persons within the marina boundaries. Any person visiting or using a marina does so at his own risk.

* * * * *

2.

The Marina is not responsible for items lost or stolen from your boat while in Marina.

* * * * *

3.

The Marina shall not be responsible to secure or to protect any person or personal property from injury, damage, or loss while such persons or personal property is located in the Marina or upon Marina waters.

* * * * *

4.

Security Personnel: The Marina may employ security personnel for the protection of Marina property. Security personnel are not responsible for Owner's property protection, including the vessels or contents thereof.

* * * * *

M. Berthing Agreements

1.

The Marina Manager with final approval of the Director maintains authority to berth vessels, and shall issue all permits allowing vessels to berth at (Marina). See Rules and Regulations pertaining to Private and Commercial Vessels for further berthing information and requirements.

* * * * *

2.

a. Application

An application for berthing must be completed by the prospective Permittee and submitted to the (Marina), at which time the application will be date/time stamped and logged. There shall be no requirement that applicants actually own a vessel at time of application. The applicant shall pay a non-refundable filing fee and will receive a receipt and a date/time stamped copy of the application, to be presented upon later execution of berthing agreement.

b. Waiting List

Each applicant shall be entered on the chosen marina's waiting list, to be retained by the (Marina) or (City/County). Separate application, with full filing fee in each case, must be made for each marina.

c. Berth Permit Agreement and Assignment of Berths

When a berth becomes available, the senior applicant of the appropriate list will be notified. It remains the responsibility of the applicant to insure that information on the application is correct and current. If an applicant waives his right to a berthing space, he may still retain his position on the waiting list. In cases where special considerations pertain, such as a need for a downwind slip or extra depth or beam, the name of the applicant, having reached the top of the list, will remain there until his special need can be satisfied. Preference for internal moves within a Marina will be given to Permittees having a valid Berth Permit Agreement. Normal assignments on the list will continue to be made to the next most senior name on the list. Each applicant will be required to appear at the Marina to sign a Berth Permit Agreement, receive his berth assignment, and furnish the documents establishing proof of ownership and of current registration of his vessel. The Berth Permit Agreement shall be signed in exactly the same manner as on the application and the right to continued use of the berth and to renewal of the Permit shall be contingent upon ownership exactly as on the Application.

d. Required Documents

- (1) Florida Registration (if applicable)
 - or
 - Federal Documentation Identification Number
 - or
 - Bill-of-sale or Title

- (2) Individual Identification

e. Execution of Berth Agreement

Upon execution of a Berth Permit Agreement applicant shall pay first month's rental plus an amount equal to two months fees and charges as security for the faithful performance of all the terms and conditions specified therein. The security deposit will be returned, without interest, to the owner upon the termination of the Agreement only if said terms and conditions have been faithfully performed to the satisfaction of the (Marina), and no outstanding charges or costs have been incurred. In the

event the owner does not so perform, the (Marina) may declare the deposit forfeited or apply it as offset to any amounts owed by the Permittee to the (Marina) or any damages or loss incurred by the (Marina) by the breach of such terms and conditions by the Permittee. The exercise of this option is without prejudice to the right of the (Marina) to institute action for debt or damages against the owner or to take any further action against the owner as may be provided by any law or these Rules and Regulations for the enforcement of the rights of the (Marina) under the Berth Permit Agreement. When the Berth Permit Agreement has been completed and signed, the original shall be retained by the (Marina), and a copy presented to the Permittee and the appropriate Marina Manager. The vessel shall be berthed within sixty (60) calendar days of the signed Agreement or the Agreement may be cancelled. The marina may approve reasonable time extensions when supported by extenuating circumstances.

* * * * *

3. Delinquent Accounts: In the event the fees or other Marina charges are not paid within thirty (30) days after the same shall become due, the Marina shall, at its sole option, have the right to change the fee rate from monthly to daily rate and all storage charges thereafter shall bear interest at the highest legal rate.

* * * * *

N. Assignment of Berths

1. Berths, docks, mooring, and anchorages will be assigned by the Marina staff with final approval of the Manager. Marina regulations are premised upon the maintenance of sanitary and sightly conditions, orderliness, and the preservation of the public heath, safety, welfare, and conveniences in the use of the marina areas for the purposes for which established. Only vessels in good condition will be permitted to berth, dock, moor, or anchor. The owner or operator of all vessels desiring temporary or permanent space at the marina shall be required to execute an appropriate agreement, submit to applicable inspections and in all instances abide by Rules and Regulations. Berthed vessels ae to be docked stern to pier except as otherwise approved by the Marina Manager and only one vessel may occupy a single slip.

* * * * *

2. Berths shall be assigned with respect to the overall length of a slip and the vessel to be berthed. A vessel may not be assigned to a berth where the vessel's overall length exceeds the berth's length by more than 10 percent, with the exception that any vessel in violation of this provision on its effective date, shall be permitted to remain in violation thereof until a suitable replacement berth is available. Temporary or Emergency assignments for due cause may be made by the Marina Manager as necessary whereby vessel length exceeds slip length, by more than 10 percent.

* * * * *

3. Slip Assignment: The Management shall assign a slip to be occupied by the renter and he shall transfer a boat from one slip to another when at his discretion such a transfer is necessary.

* * * * *

4. Owner acknowledges that neither this Agreement nor the initial or any subsequent assignment of a slip entitles Owner or the boat to the use of a specific slip or space. This Agreement entitles Owner only to space of sufficient size for the boat. Marina may from time to time assign a different space for the boat and Owner shall cause the boat to be removed to the different space immediately upon notice of such assignment.

* * * * *

0. Transfer and Sub-Leasing of Berths

1. Slip Assignment: The management retains the right to re-assign a boat from one slip to another.

* * * * *

2. The berth space assigned under any agreement is not transferrable and may not be assigned or sublet in whole or in part. Any attempt to transfer rights, or to sublet or assign berth space shall cause immediate termination of the berth agreement and forfeiture of all deposits.

* * * * *

3. The sale or transfer of title to any watercraft shall be reported to the Marina within 48 hours. The new owner shall be responsible to remove the boat or execute an agreement for that slip.

* * * * *

4. Berthed vessels may be reassigned to berths and space, within the same marina whenever possible, to accommodate marina repairs, improvements, maintenance, construction, emergencies, or when necessary to accommodate a special event. Reassignments may also be made if a vessel's size in relationship to the size of the assigned berth does not permit maximum and efficient public utilization of marina facilities or if a reassignment will in any other manner permit maximum and efficient public utilization of marina facilities. Transient vessels are particularly subject at any time to reassignment by the Marina Manager as available and appropriate space dictates.

* * * * *

5. Boat Owner may not sublease or permit boats owned by others in the slip.

* * * * *

6. Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon approval of (Marina). Owner agrees that in case of emergency, (Marina) may move the boat from the particular space rented to any other mooring place.

* * * * *

7. Sub-leasing of slips or storage areas, transfer of Boats between slips, or from one slip to another shall not be allowed, except upon prior approval of the Dockmaster.

* * * * *

8. Subleasing of slips/spaces, transfer of boats between slips/spaces, or from one slip/space to another slip/space, is not permissible except upon prior approval of the Marina. Owner agrees that in case of emergency, Marina may move the boat from the particular space rented to any other mooring space.

* * * * *

9. Subleasing of Slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior approval of the Dockmaster. Owner agrees that in case of emergency, (Marina) may move the boat from the particular space rented to any other mooring space.

* * * * *

P. Temporary Use of Berths

1. A berth may be made available for transient or temporary vessel assignment by the (Marina) whenever the primary vessel vacates its berth for more than five (5) days.

* * * * *

2. Boat slips may be leased to a new owner of the boat registered in this Agreement by obtaining prior written approval from the Marina Manager.

The Marina reserves the right to use any berth during the temporary absence of a boat.

* * * * *

3. Boats leaving for an extended cruise will so notify the dockmaster's office. The management reserves the right to rent all docks when vacant; however, transients will move for boats on seasonal contracts or on advance registration.

* * * * *

4. Boats leaving for an extended cruise (over 24 hours) will so notify the Dockmaster's office. The management reserves the right to rent all docks when vacant.

* * * * *

5. Boats leaving for an extended cruise are requested to notify the Marina Office. The management reserves the right to rent all docks when vacant; however, transients will move for boats on seasonal or on advance reservations. Owner is required to notify Marina twenty-four (24) hours prior to returning.

* * * * *

6. Please notify the management if your boat will be gone from the marina overnight or longer.

* * * * *

Q. Environmental Quality

1. General Vessel Appearance

It shall be the responsibility of any person who owns, controls, or is aboard any vessel located within the (Marina) to maintain such vessel in an orderly and well appearing manner. "For Sale" signs, not to exceed one foot (1') square, are excepted from the aforementioned prohibition and may be displayed.

It shall be the responsibility of boat owners to keep their vessels and immediate environs in such condition so as not to reflect unfavorably on the appearance of (Marina) facilities. Decks of vessels in berths or on trailers shall be kept free and clear of all debris, and unsightly materials. Debris accumulated by wind, tide or any other cause within a berth, or trailer storage area shall be policed and removed. No sewage, raw or treated, refuse, effluents, or contaminants of any kind whatsoever shall be deposited into marina waters, within trailered storage areas, the general confines of the marina, channels or waters leading thereto. All current and applicable U.S.C.G. regulations pertaining to same shall be met.

Use of Tools and Equipment

It shall be unlawful for any person aboard any vessel in the (Marina) to operate any equipment in a manner which causes noise which unreasonably disturbs, injures or endangers the comfort, repose, health, peace or safety of others, as determined by the Marina Manager.

* * * * *

2. Trash and garbage should be placed in the dumpster. Discharge of untreated sewage, oil or petroleum product into marina water is prohibited.

* * * * *

3.

Refuse shall not be thrown overboard. Garbage shall be deposited in cans (garbins) supplied for that purpose. Notify dock attendant for anything that will not fit in these cans, he will dispose of same. No person shall discharge oil, spirits, inflammable liquid or oily bilges into the docking facility. Charcoal fires will not be permitted on the docks.

Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. The use of mechanical tools outside of the boat is prohibited (buffers, sanders, etc.).

Sewage pump-out facilities are available to meet State and City standards for docks at no cost to the lessee. Non-compliance will result in lease termination.

* * * * *

4.

Refuse shall not be thrown overboard. Garbage shall be deposited in cans supplied for that purpose. Notify dock attendant about anything that will not fit in these cans and he will arrange disposal. No person shall discharge oil, spirits, inflammable liquid any foreign substance or oily bilge water into the Harbor. Charcoal or open-flame fires will not be permitted on docks or Boats at any time.

Noise shall be kept to a minimum at all times. Patrons shall use utmost discretion in operating engines, generators, radios, and television sets so as not to create a nuisance or disturbance in the Harbor area. No wheeled vehicles or skate-board-type equipment shall be used or stored on docks. Only service vehicles will be allowed in dock area.

* * * * *

5.

No refuse shall be thrown overboard. Garbage and trash shall be deposited in containers provided for that purpose. Oil spills shall be reported to the harbormaster immediately. Boat owners shall not store supplies, materials, or accessories upon, nor make any changes, alterations or additions to docks, catwalks, seawalls or other public property without prior written permission.

* * * * *

6.

Pollution and Heads: Governmental regulations require prosecution of persons disposing refuse, human wastes, or anything which can detrimentally affect the environment. Cleaning and pumping of bilges into the Marina Basin is expressly prohibited. Do not use a boat head within the Channel or Marina Basin unless you have an approved sanitary treatment system. [Editor's note: Fla. Stat. Section 403,0851 provides that failure to use sewage pump-out facilities is a second degree misdemeanor.]

Waste Oil: All waste oil must be placed in waste oil drums which are located in the shop area. Waste oil must not be placed in garbage pails or liners, nor pumped into the Marina Basin or Channel.

Garbage and Trash: All garbage and trash must be deposited in the dumpster. Nothing should be thrown into the Marina Basin or Channel.

* * * * *

7. Laundry shall not be hung on boats, docks or finger piers in the Marina.

Refuse shall not be thrown overboard. Garbage in plastic bags shall be deposited in cans (garbins) supplied for that purpose. Notify dock attendant for anything that will not fit in these cans, he will dispose of same. No person shall discharge oil, spirits, inflammable liquid or oily bilges into the marina or garbins. Charcoal fires will not be permitted on the docks.

Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. The use of mechanical tools outside of the boat is prohibited (buffers, sanders, rug cleaners, compressors, etc.).

* * * * *

8. Waste Oil: All waste oil must be placed in waste oil drums and not in garbage cans, pails or liners and it should never be dumped into the marine basin. Discharge of oil into the marine basin subjects the violator to state and/or federal fines up to \$5,000.00.

Garbage and Trash: All garbage and trash must be placed in the proper containers. Raw garbage such as fish parts, should be placed in plastic liners and bags before being placed into cans.

Pollution and Heads: Governmental regulations require the prosecution of persons disposing of refuse, human wastes or anything that can be determined to be detrimental to the health or affect the environment. Cleaning and pumping of bilges into the Marina basin is in violation of governmental rules and regulations.

* * * * *

R. Pets

1. Boat owners may bring pets into the marina on a leash or under restraint and take them directly aboard the vessel. Pets shall not be loose within a marina.

* * * * *

2. Pets permitted only if they do not disturb others. Pets are not permitted in offices, lounges or heads and must be under control while on piers of the Marina.

* * * * *

3. Pets shall be leashed within the confines of the docking facility and toileted on designated areas only. Pets permitted only if they do not disturb other guests.

* * * * *

4. Pets shall be leashed within the confines of (Marina) and permitted only if they do not disturb other guests. Boats with pets aboard will not be docked near the swimming pool areas.

* * * * *

5. Dogs: Dogs, when on Marina property, must be controlled at all times by the owner, or must be on a leash. Dogs must be kept aboard owner's boat, or in his car. They shall not be chained or left on catwalks, docks, or sidewalks, nor be fed or watered except aboard owner's boat. If dog soils the catwalk, sidewalk, or parking lot, you must immediately clean it up.

* * * * *

6. Pets shall be leashed within confines of the Marina and toileted on grass areas. Pets shall not be permitted to disturb the other guests.

* * * * *

7. Pets shall be leashed within the confines of the Marina, and toileted on grass areas other than the golf course. Pets permitted only if they do not disturb other guests.

* * * * *

8. Pets: Pets, when on marina property, must be controlled by the owner at all times. They should be on a leash and in or on the owner's boat and not left to run free on the Marina property. They are not to be chained or tied to catwalks, docks or sidewalks. If a pet "soils" the Marina property, the owner will be required to clean it up.

* * * * *

S. Piers

1. Organization

It shall be the responsibility of boat owners to keep the pier areas, adjacent to their vessels, in an orderly, clean, and safe condition. Piers are to be clear of all gear, including dinghies, skiffs and bicycles. Private stowage facilities may not be used on the piers or walkways.

Motorized Vehicles

It shall be unlawful to ride, drive, store, or otherwise permit any motorized vehicle other than a (City or County) vehicle on any (City or County) pier, except in the case of an emergency.

Public Access

It shall be unlawful for any person other than permittee or guests, to enter onto (City or County) non-commercial piers, except in emergencies or with permission of the Marina Manager.

Dock Boxes

(Marina) may provide dock boxes or may allow boat Owners to provide same. Boat Owners who choose to have a box must place the dock box in the area assigned in accordance with the Berth Permit Agreement and must meet adopted specifications. The following specifications shall be adopted and enforced at all marinas.

color: white, or other color approved by Director
size: no more than 54" in length
no more than 36" in height
no more than 30" in width

The box will be constructed of fiberglass or wood material. The material and surfacing must be kept in good condition and appearance. Any dock box and its contents which is found in unacceptable condition may be removed, at the owners expense, by the Marina Manager if the box is not satisfactorily repaired within ten days after written notice to the Boat Owner.

* * * * *

2.

Docks and finger piers shall be kept clear of stored materials.

All dock boxes must be furnished by the Marina since boat owners are not allowed to install their own at each slip.

Hoses and electric current lines should not run across the docks.

Open fires are not permitted on docks, piers or on-board boats in the Marina.

Repair and maintenance of dock facilities will be accomplished by the (Marina) only. Alterations/additions to dock facilities must be approved by the Marina Management.

* * * * *

3.

Boat owners shall not store supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets or similar structures, except with written approval of the dockmaster. Painting, scraping or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the discretion of management.

* * * * *

4.

Boat owners shall not store supplies, materials, accessories or debris about the premises or walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with the written approval of the Dockmaster. Extent of needed repairs and maintenance shall be at the discretion of the Dockmaster.

* * * * *

5.

Dock Boxes: Only approved dock boxes are permitted on docks. Anything else stored on the dock shall be removed.

Marina Facilities: If there is any electrical, mechanical or structural failures, please notify management immediately so that it shall be repaired. No additions, modifications or repairs to marina property may be made without written permission.

* * * * *

6.

Storage on Piers: Boat Owners shall not store supplies, materials, tenders, dinghies, skiffs, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Marina.

* * * * *

7.

Boat owners shall not store supplies, materials, accessories or debris on walkway, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Dockmaster. Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the discretion of management.

* * * * *

8.

Marina Facilities: No additions or modifications are to be made to the Marina facility without permission of the management.

Dock Boxes: No dock boxes may be installed except those which management approves in writing.

* * * * *

T. Utilities and Energy Conservation

1.

General Conservation

Utilities provided by (Marina) as part of the dockage rental fee at each berth are for exclusive use by and for the vessel occupying the berth and paying a dockage rental fee therefor. It shall be unlawful for either the permittee or any other person to use these utilities for any purpose other than to supply same to the vessel officially assigned to that berth. Water siphons will not be used except in case of emergency. Fresh water provided by (Marina) shall not be used as a cooling agent for equipment on vessels. All electrical usage shall be limited to reasonable consumption and should be reduced to minimum levels when the vessel is unoccupied. Air conditioners shall be turned off on unattended vessels. Water supply hoses of unattended vessels shall be disconnected at the dock and stowed aboard.

Telephone Service

Telephone installation and service may be individually arranged between the vessel owners and the appropriate telephone company, subject to approval of the Director and/or Marina Manager.

* * * * *

2.

Water is not to be wasted and Boat Owner shall furnish a hose which has a positive shut-off at the discharge end.

* * * * *

3.

Water and electricity are not to be wasted. Water siphons are not permitted except in emergency. Additional charges will be added to the slip rent of any tenant using abnormal amounts of electricity or water.

* * * * *

4.

Electricity: Electrical additions, modifications or repairs may not be made except by the management.

Water: All water outlets are city water and the cost thereof is borne by the Marina. Marina city water shall not be used for water-cooled airconditioning systems or refrigerator systems.

* * * * *

5.

Water: All water outlets are city water, and the cost thereof is borne by the Marina. Marina water is not to be used for water cooled airconditioning systems. Water is not to be used for pumping leaking boats.

* * * * *

U. Vessel Maintenance

1.

Minor Repairs

Routine maintenance and minor repair necessary for the preservation and seaworthiness of the vessel such as mechanical adjustments, minor painting, leak seals and rot prevention may be performed within the marina. Routine maintenance and minor repairs are generally considered to be those which:

a. Do not disturb the public peace and tranquility of any person aboard any boat within the jurisdiction of the Marina.

b. Do not contribute to a disorderly or unsightly appearance during the process of repair or maintenance.

c. Are capable of accomplishment with hand tools or certain portable power tools normally carried aboard the vessel.

d. Are confined to the vessel.

e. Do not pollute or put wastes in marina waters.

Major Repairs

Major repair work or refitting of vessels at dock is prohibited, except at marina repair facilities as may be designated by the Marina Manager.

Contract Work

The hiring of mechanical, cleaning, refurbishing, etc., personnel by the permittee for services to be performed on the berthed boat is an arrangement separate and apart from the (Marina) but subject to all appropriate rules and regulations contained herein. The marina permittee and the employed service shall be liable for the acts of the employed service both for any damages occurring to private property or to (Marina) property. The (Marina) shall not have any liability in these matters whatsoever and may direct the marina permittee to cease such work if deemed inappropriate within the marina. Any person using electrical tools shall have a ground fault interrupter in use. Permittee agrees to be responsible for any and all damage whether negligent or otherwise, caused by permittee or its employee or contractor.

Major repairs or refitting of trailers or trailered vessels in the trailered boat space area is prohibited. Mechanical adjustments, minor painting and leak or rot prevention and other minor repairs will be permitted.

Except in emergencies, marina personnel are forbidden to start engines, engage in repairs or to operate vessels.

Modification to Marina Property

Modification of (Marina) docks, equipment, utilities or additions to existing facilities is prohibited.

* * * * *

2.

The extent of boat repairs and maintenance at dockside is at the discretion of the Marina Management. Repair projects must be authorized by the Marina Management prior to starting the work and major repairs are not permitted.

* * * * *

3.

Tools, Equipment, Supplies: The Marina will not "loan" tools, equipment or supplies.

Outside Labor: No outside labor craftsmen may work on any boat in the Marina without prior consent of management. Work can be performed in a slip if it causes no dirt, nuisance or noise objectionable to other boat owners. Such work may be performed only between the hours of _____ AM and _____ PM. For your protection, we do not wish unauthorized persons on boats or docks.

a. Boat owners may paint and repair their own boat.

b. All material must be bought from this yard.

c. If we do work on your boat, labor will be a per hour charge. Arrangements made through office.

d. Ways and Repair bills must be paid in full prior to launching.

e. Storage fees are as follows: \$ _____ per day through 10 days.
\$ _____ per day thereafter.

f. This agreement entered into by boat owner and (Marina) for any repairs, storage, or any other (Marina) sponsored service, does not presume or require coverage by any type of insurance.

* * * * *

4.

Outside Contractors: No "outside" contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without the approval of the Marina. Such approval will not be granted by the marina unless the Service Division of the Marina cannot properly undertake the work themselves, as solely determined by the Marina. If approval is given, Marina incurs no legal obligation to supervise, conduct follow-up checks or provide safety inspections for such contractors.

Repairs on Docks: Painting, scraping or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the sole discretion of the Marina.

* * * * *

5.

Labor: OUTSIDE LABOR BY CRAFTSMEN IS NOT PERMITTED. Only general housekeeping maintenance will be permitted in your slip for your protection and ours.

* * * * *

V. Fire and Fuel Safety

1.

Applicability

Permittee and marina patrons shall use and maintain all vessels and other property in a manner which does not constitute a potential fire hazard. The failure to conform to any statute, rule, regulation, standard or ordinance affecting fire safety will be considered by the in determining any violation of this section.

* * * * *

2.

Appliances and Electrical Wiring

All cooking or heating appliances or any other machinery, equipment, utensil or apparatus which is used at a marina shall be so constructed, installed, wired, situated, maintained, and used so as not to constitute a potential fire hazard. The approval of any machinery, equipment, utensil or

apparatus by the National Board of Fire Underwriters and inspection by the Marina Manager will be considered in determining compliance with this Section.

Fire Extinguishers

All vessels within a marina shall have an approved fire extinguisher as prescribed by the U.S. Coast Guard. The fire extinguisher shall at all times be maintained in good and serviceable condition for immediate and effective use and shall be so placed as to be readily accessible.

Smoking and Flame Producing Equipment

No smoking or use of any fire-creating device shall be permitted within fifty (50) feet of any fueling operation. The use of charcoal burners, burning and welding equipment, is prohibited within fifty (50) feet of any vessels, on docks and piers where flammable material may be found.

Fueling

a. No vessel shall be fueled at any (City/County) marina except at approved marine service stations, or at other marina locations only in emergency situations.

b. It shall be unlawful to refuel any vessel with a fuel having a flash point lower than 110 degrees F. with any person aboard, except such of the crew as are necessary to perform the fueling operation.

c. Tank barges, fuel supply boats or vehicles are expressly prohibited within (City or County) marinas except when delivering fuel to marine service stations.

d. A vessel may be refueled only from approved fuel containers and dispensers.

e. Vessels must have engines shut off while refueling. No one will be aboard except the captain, owner, or operator. When wind and/or wave conditions make the vessel hard to control, additional persons may be permitted aboard.

f. All safety precautions prescribed by the Coast Guard Department or marina personnel shall be observed while fueling.

* * * * *

3.

Boats shall receive fuel from a fuel service dock with the exception of outboard motor powered boats with sealed portable cans. No fuel will be pumped/transferred from the boat to containers on dock areas.

* * * * *

4.

Smoking: Smoking is not permitted within 50 feet of any fuel pump or hose.

Fueling: No boat may be fueled in any area of Marina except at the Main Fuel Docks. In order to eliminate condensation in your tanks, we urge that you refuel your boat upon returning. Boat owners may not store fuel anywhere on Marina property, except aboard their own boat.

* * * * *

5. Fires: Causing or permitting charcoal or any type fires or maintenance or any other dangerous conditions as determined by the Marina on the docks shall be a breach of these regulations.

* * * * *

6. Smoking: Smoking is not permitted within 50 feet of fuel tanks and pumps. Please observe other "no smoking" signs throughout the Marina area.

* * * * *

W. Accident Reports

A responsible representative of each vessel shall immediately report to the Marina Manager or his representative, the time, place, cause and circumstances of any accident or injury to a passenger or other person, or damage to any property, in which a vessel is involved, and within 24 hours shall submit such information in writing to the Marina Manager.

* * * * *

X. Transient Policy

1. All transient vessels must register at the marina office immediately upon entering marina waters, and will submit to inspection by the Marina Manager or his designee prior to registering, for reasons of determining ownership, general seaworthiness, appearance and compliance with Federal, State, and Local laws. All transient vessels and their occupants must adhere to all marina Rules and Regulations which will be made available upon request. All vessels of foreign registry must present proper documentation prior to registration. Payment in advance for transient dockage shall be made to the Marina Manager or his designee, and length of stay determined by the Marina Manager or his designee.

Transient live-aboards will be tolerated for a maximum of five (5) consecutive days providing that the marina can accommodate such a vessel under applicable marina Rules and Regulations regarding environmental quality. All such transient live-aboards will be governed by the individual marina's operating hours. Transiency shall be cancellable upon notice by either party. Transient vessels may be re-assigned to alternate berths at the discretion of the Marina Manager.

* * * * *

2. Overnight docking in any of the wet slips is not complimentary to users of dry storage area, and may be subject to additional facility use charge. Owner is referred to Dockmaster in such an event.

* * * * *

3. Dockage Day: Dockage day starts _____ A.M. Any vessel docked prior to _____ A.M. will be charged dockage for the previous night. Check out time shall be _____ P.M. Any vessel that occupies a berth after _____ P.M. will be charged dockage for that night.

* * * * *

4. Guests checking out of the Marina shall report to the Dockmaster's Office and settle their account prior to leaving. It will be appreciated if all boat owners will leave a forwarding address in order to permit prompt handling in the event telephone calls or mail are received for them. All personal property must be removed from dock boxes when dockage rental is terminated.

* * * * *

Y. Soliciting and Advertising

1. It shall be unlawful to solicit or advertise for any purpose upon the waters and/or land area of the marina, except as specifically authorized herein by the Marina Manager.

No advertising or soliciting will be permitted on any vessel berthed at non-commercial piers. However, any vessel may display a small "For Sale" sign not to exceed one (1) foot square. Neither the vessel nor the marina address shall be used for business purposes.

* * * * *

2. Signs will not be displayed on piers or grounds without Marina Management approval.

* * * * *

3. Advertising or soliciting shall not be permitted on any boat within the facility. Neither the boat nor Marina address or phone number shall be used for business purposes. Nor shall "for sale" signs be put on boats.

* * * * *

4. Advertising or soliciting shall be permitted on any Boat within (Marina), other than vessels that may be offered for sale through (Marina), or brokerage authorization by (Marina). Nor shall "For Sale" or "For Charter" signs be put on Boats unless approved by the Dockmaster.

* * * * *

5.

Distribution of advertising materials, solicitation of any kind, or sale of tickets for any vessel carrying passengers for hire is prohibited upon the docks, sidewalks, seawalls, parking lots, or other public places.

* * * * *

6.

For Sale Signs: "For Sale" signs are not permitted in the Marina. We retain the absolute right to remove any "For Sale" signs.

Solicitation: No outside labor craftsmen, or supplier of goods or services, may solicit business within the confines of the marina.

* * * * *

7.

Advertising: Advertising or soliciting of sales or leases of the boat, appurtenances or property of whatever type shall be permitted on any boat within the marina. Neither the boat nor Marina's address shall be used for business purposes.

Signs: No "for sale" or other signs may be placed on the vessel or boat slip/space. The Marina is hereby authorized to remove any non-approved sign from the vessel or slip/space without notice to Owner. Similarly, Owner may not affix or attach by screws, nails, bolts or any other object any article, fixture, or equipment to the docks without the prior written permission of the Marina.

* * * * *

8.

Nor shall "for sale" signs be put on boats.

Advertising or soliciting shall not be permitted within the Marina. neither the boat nor (Marina) address or phone number shall be used for business purposes. Please advise the office of any solicitors on the docks.

* * * * *

Z. Securing Lines of Vessels

1.

Permittees are solely responsible for the proper docking or mooring of their vessels ("stern to" whenever possible) and are required to maintain mooring or docking lines in good condition and sufficiently strong and able to secure their vessels at all times.

* * * * *

2.

Lines: We assume no responsibility for improperly moored boats or lines. All boats shall be tied in slips with lines of sufficient size and condition with a minimum of (2) Bow, (2) Stern, and (1) Spring Lines. Boat owners shall be charged for replacing defective or broken lines if this is required.

* * * * *

3.

Lines: The Marina does not assume the responsibility for improperly moored boats or lines. Management reserves the right to replace defective lines when necessary and charge owner.

* * * * *

AA. Abandoned or Derelict Vessels

1. "Florida Statutes 823.11 Abandoned and Derelict Vessels; removal; penalty" - provides that:

- a. "It is unlawful for any person, firm, or corporation to store or leave any vessel as defined by maritime law in a wrecked, junked, or substantially dismantled condition or abandoned upon or in any public water or at any port in this state without the consent of the agency having jurisdiction thereof, or docked at any private property without the consent of the owner of such property."
- b. "The Department of Natural Resources, Division of Marine Resources, is hereby designated as the agency of the state authorized and empowered to remove or cause to be removed any abandoned or derelict vessel from public waters in any instance when the same obstructs or threatens to obstruct navigation or in any way constitutes a danger to the environment. All costs incurred by the department in the removal of any abandoned or derelict vessel as set out above shall be recoverable against the owner thereof."
- c. "Any person, firm, or corporation violating this act is guilty of a misdemeanor of the first degree and shall be punished as provided by law."

* * * * *

2.

If Owner shall fail to remove his boat after expiration of the Dockage Agreement, the Agreement shall, at Marina's option, be deemed to be renewed for a one-year period on the same terms and conditions. If Marina shall elect not to renew this Agreement, Owner shall be liable to marina, in addition to any and all other amounts due hereunder, for double the Dockage amount due hereunder until the boat is removed as well as the costs and expenses incurred by Marina in removing the boat, including, but not limited to, reasonable attorney's fees.

* * * * *

3.

Sinking: Should owner's boat sink in marina, owner agrees to remove his boat within 24 hours of its sinking.

* * * * *

BB. Trailerred Boat Storage

Trailerred boat spaces must remain free, clear and unencumbered of all gear, equipment, tools and materials. Boat equipment and accessories remaining on-site must be stowed within the vessel. Owners or operators are solely responsible for the proper parking and tiedown of trailerred boats, stern to curb, pursuant to practices and directions of the Marina Manager.

* * * * *

CC. Living Aboard

1. There shall be no living aboard vessels berthed at (City or County) marinas, except at marinas designed and designated for live aboard use and as permitted for transient vessels and further described in these Rules and Regulations.

* * * * *

2. Only Boat Owner and immediate family or Boat Owner's employees may live on-board the boat. Boat Owner may not rent the boat to other persons to live on-board.

* * * * *

3. No live-aboards are allowed per conditions of permits granted for construction of docking facility.

* * * * *

4. Living aboard must be authorized by the Harbormaster or his authorized representative.

* * * * *

DD. Termination of Agreement

1. The Berth Permit Agreement may be terminated upon the occur one of the following conditions:

a. Violation of any rules or regulations contained herein, and accompanied by notice of same.

b. The breach or forfeiture of any of the provisions of an Agreement.

c. Pursuant to written notice of termination by the Manager.

d. By 30 days written notice to the Marina Manager of termination by the Owner, accompanied by tender of unpaid fees or charges, if any.

e. Upon sale or transfer of title or controlling interest of the vessel described in its Agreement.

f. By the berthing facility becoming unusable and pursuant to written notice of termination by the Manager (Vessel will be reassigned whenever possible).

g. By expiration date specified when the Owner has not provided written notice of intent to renew an Agreement.

h. By report from the Marina Manager, supported by the _____, not favoring an annual renewal of berthing Agreement.

i. 60 days delinquency in payments shall constitute an owner's notice of termination, granting the Marina Manager the option to confirm such termination as provided for in the berth permit agreement.

* * * * *

2.

Boat Owners, their crew and guests are cautioned to be considerate of others. Behavior or conduct that might injure another party, cause damage to property or disturb the other tenants may lead to termination of this Agreement.

* * * * *

3.

Owner agrees to comply with all laws pertaining to Marina operations and all posted Marina rules and regulations, and should Owner breach any term or condition of this Agreement or violate posted rules and regulations or abandon the boat, or should the dock facilities be partially or totally destroyed by fire, storm, or other calamity or should Owner make a bonafide sale of the boat listed in this Agreement, this Dockage Agreement shall, at marina's option, terminate immediately, and marina may remove the boat from her mooring space, relet the same, and retain and apply any balance or pre-paid rental against the damages occasioned to Marina.

* * * * *

4.

Violation of the above rules and regulations, disorder, depredations or indecorous conduct by a patron, or his crew, or guests, that might cause damage to property or harm the reputation of the docks shall be cause for immediate removal of the boat in question.

* * * * *

5.

Owner agrees to comply with all rules and regulations of (Marina) as fully as though they were set forth herein, and should breach of this Agreement or violation of rules and regulations occur, the Marina may terminate this Agreement immediately, and Marina may cause removal of Boat from her mooring or storage space at the Owner's risk and expense and retake possession of the mooring or storage space.

* * * * *

6.

Termination of Lease Agreement: Upon termination of the Lease Agreement for any reason. If the tenant holds over, without consent, the Company shall have the right to remove the boat from the rented slip and store the boat in another storage area in the Marina. The tenant holding over without consent after termination of the Lease shall be charged transient rate.

* * * * *

7.

Violations: Violations of the above rules and regulations, disorder, depredations, or indecorous conduct by a patron, or his crew or guests, that

might injure or annoy other persons, cause damage to property shall be cause for immediate removal from the marina of the boat in question and termination of the Agreement at the discretion of the Marina.

* * * * *

8.

Guests: If the owner or his guests violate any of these Rules and Regulations, this Agreement will be cancelled and any prepaid rents will be refunded after deducting any charges as outlined herein.

* * * * *

EE. Vessel Check-Out Procedure

1.

Permittee departing a marina upon termination of Agreement shall report to the Marina Manager's Office advising of date and time of departure and shall satisfy all outstanding charges prior to leaving. Check-out time shall be _____. Boats occupying a berth after _____ shall be charged an additional day's dockage rental at transient rate.

* * * * *

2.

Dockage day starts _____ AM; any vessel docked prior to _____ AM will be charged dockage for the previous night. Checkout time shall be _____. Any vessel that occupies a berth after _____ will be charged dockage for the following night. Winter rates are effective November 1; summer rates May 1.

Guests checking out of the facility shall report to the dockmaster's office and settle their account prior to leaving. It will be appreciated if all boat owners will leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. All personal property must be removed from dock boxes when dockage rental is terminated.

* * * * *

3.

CHECK-OUT TIME - Noon
Owner must notify Dockmaster's office of departure or be charged extra days dockage.

* * * * *

4.

Checking Out: Guests checking out of the Marina shall report to the Main Office and settle their account prior to leaving. It will be appreciated if all boat owners will leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. All personal property must be removed from dock houses when dockage rental is terminated. Owners must notify the marina office when removing their boat permanently from the yard.

* * * * *

FF. Hurricane Procedures

1.

All commercial and private boat owners are to remove their boats from the (Marina) upon issuance of a "Hurricane Warning" for the (Area) by the (Agency). All procedures of the (City or County) Hurricane Manual will be enforced. Manual available for review in Park Manager's office.

* * * * *

2.

Owner shall remove his boat from the Marina immediately upon issuance of hurricane warnings by the U.S. Weather Service for an area including the marina. Owner further agrees to remove his boat from the Marina immediately upon notice from the Marina of severe weather. (No notice is necessary in the event hurricane warnings have been issued.) For the purposes of receiving notice under this Agreement, Owner agrees that any attempt to reach him at the telephone number or address given above shall constitute sufficient notice hereunder. Owner shall bear the cost of all such attempts of notice. Should Owner fail to remove his boat from the marina after notice or attempted notice, Marina may, but shall not be obligated to remove the vessel and/or take such precautions as are deemed advisable, in marina's sole discretion, to protect the marina and other vessels therein, all at the expense of Owner which Owner agrees to pay immediately on demand, and Marina shall have a lien on the vessel for such expenses. The dockmaster shall be the sole judge of the existence of severe weather except that, in all cases, issuance by the National Weather Service of a hurricane warning for an area including the Marina shall be deemed severe weather.

* * * * *

3.

Hurricanes: Emergencies such as hurricane, flood (or other acts of God) may require removal of boats from the marina and owner agrees to remove his boat or be responsible for all damages to his boat and all properties of marina.

* * * * *

GG. Emergency and Corrective Actions

1.

The (Marina) shall have the right to take emergency and corrective actions in a prudent manner, including but not limited to the following examples:

a. To move or remove vessels or personal property within or from a marina or marina waters.

b. To make emergency repairs to vessels that would prevent their sinking in marina waters or damaging marina facilities or other vessels.

c. To store or dispose of vessels or personal property as prescribed by law.

d. To file and hold a lien on vessels or personal property.

* * * * *

2.

Should Marina discover that the boat is in peril, Owner agrees to pay to Marina, as additional rent, all charges for labor and materials incurred or expended by Marina for the boat in connection with such peril, and Marina shall have a lien against the boat for such charges and expenses; provided, however, Marina has no obligation to render aid or assistance to the boat.

* * * * *

3.

Any vessel experiencing more than normal leakage must be repaired or removed from the Marina. It is agreed that an owner or operator is responsible for the pumping out of his vessel, as necessary; however, should an emergency develop whereby the Marina uses equipment and manpower to pump out a vessel, a monetary charge will be assessed.

* * * * *

4.

In the event of an emergency during the owner's absence, i.e., breakdown of bilge pump, leak, bad lines, etc., the dockmaster is authorized to make necessary repairs as economically as possible which will be charged to boat owner.

* * * * *

5.

Owner agrees that in case of emergency as defined within sole discretion of Dockmaster, (Marina) may move the Boat from the particular space rented, to any other mooring place and (Marina) shall be held harmless by Owner of any liabilities whatsoever. (Marina) shall not be liable for any damages occasioned thereby, whether caused by the negligence of (Marina), its servants, agents or employees, or otherwise.

* * * * *

6.

Boat Leaks: If your boat appears to be taking on water, personnel shall attempt to reach the owner. We assume no responsibility for a boat taking on water, or sinking in the Marina. Any pollution caused by a boat sinking in the Marina is the responsibility of the boat owner. Management will take such steps necessary to control or remove the pollution and will charge the owner accordingly.

* * * * *

7.

Emergency: Only pleasure boats in good and seaworthy condition, and under their own power, may enter the slip/space. In the event that an emergency has occurred during the Owner's absence, then after the casualty the marina is hereby authorized to make necessary repairs as economically as possible which will be charged to the boat Owner. The Marina shall have the sole discretion as to whether any casualty repairs shall be made. The marina shall make reasonable attempts to contact the owner after the casualty and prior to commencing repair.

* * * * *

8.

Boat Leaks: If it is reported to management that your boat is taking on water, marina personnel will attempt to reach the owner at the address in our file. We assume no responsibility for a boat's taking on water or sinking in the Marina.

Boarding Boats: The owner hereby gives permission to the Marina to board his boat in emergency situations, understanding no liability will be borne by the Marina for its acts or failure to act.

HH. Miscellaneous (Bird Feeding, Swimming, Fishing, Food Spoilage)

1.

Birds are not to be fed from boats or piers at any time.

Fishing and netting are prohibited from piers or walkways in the Marina. Use of harpoons or spears is prohibited within the Marina.

Recreational swimming is prohibited in the waters of the Marina. Small boats or dinghys shall not be operated under piers and docks.

* * * * *

2.

Swimming, diving or fishing shall not be permitted from the docks or finger piers.

Laundry shall not be hung on boats, docks or finger piers in the facility.

* * * * *

3.

Swimming or diving shall not be permitted from the docks, nor fishing from the fuel dock.

Laundry shall not be hung on Boats, docks, or piers in the Harbor.

* * * * *

4.

Swimming, diving, fishing and cast-netting is prohibited within the Marina.

* * * * *

5.

Fishing: Only permitted from own vessel. No cast netting or spearing permitted.

* * * * *

6.

Freezers & Refrigerators: The Marina is not responsible for spoiled food in freezers or refrigerators for any reason at any time.

* * * * *

7.

Swimming, diving, or fishing shall not be permitted from the docks or finger piers.

* * * * *

II. Security Gates

Security gates provide protection for all boat owners. Gates should be closed and locked at all times.

* * * * *

JJ. Dry Docks

1.

Dry storage shall be provided by the (Marina) in a designated area; however, (Marina) shall not be liable for any loss or damage that may be occasioned while Boat or trailer is in storage facilities, or in transit within the storage facilities, or transit to or from launching areas, and while in process of launch or retrieval from launching ramp.

(Marina) does reserve the right to assign any suitable space within the dry storage area and to relocate the Boat as may be necessary for whatever reason.

Storage, launching and retrieving of all Boats must be done by (Marina) personnel, with Owner or his representative present. In the event owner or his representative is not, or cannot, be present proper authorization must be given to the Dockmaster prior to launch or retrieval.

(Marina) will rinse Boat hull and trailer with fresh water after retrieving from the water.

Storage, Launch, and Retrieval shall only be permitted during normal marina business hours as posted at the Dockmaster's office, which may be subject to change from time to time dependent upon weather and seasonal variances. In the event it is necessary to move Boat at other than normal hours of operation, arrangements must be made with Dockmaster within reasonable time prior to each move.

* * * * *

KK. Credit Application

NAME _____
HOME ADDRESS _____ ZIP _____
YACHT NAME _____ LENGTH _____
PHONE (HOME) _____ (BUSINESS) _____
EMPLOYED BY _____
POSITION _____
LENGTH OF TIME WITH THIS COMPANY _____
BANK REFERENCE _____
ADDRESS IF NOT LOCAL _____
OTHER BOAT YARD REFERENCE _____
ADDRESS IF NOT LOCAL _____
OTHER BUSINESS REFERENCES: _____

SEND STATEMENT & WORKORDERS TO HOME ADDRESS (YES) (NO)
IF NO, WHAT ADDRESS _____
CITY & STATE _____ ZIP _____

I UNDERSTAND THAT THE TERMS AT (Marina) ARE NET UPON RECEIPT OF WORKORDER OR STATEMENT, UNLESS OTHER ARRANGEMENTS ARE MADE, AND I AGREE TO PAY MY ACCOUNT ACCORDING TO THESE TERMS.

SIGNED _____
CREDIT APPROVED BY _____

CREDIT LIMITS (\$100.) (\$300.) (\$500.) (\$1000.) (Over \$1000.)

III. COMMERCIAL ACTIVITY WITHIN MARINAS

A. Commercial Vessels Subject to Special Rules

Vessels engaged in commercial activities berthed at (City or County) marinas are subject to special "Rules Regarding Rental, Occupancy and Control of Commercial Slips," which are, by reference, made a part of this agreement. Such vessels may be assigned only to spaces specifically designated for such activity.

* * * * *

B. Rules and Regulations for Commercial Activity

Application

No commercial vessel or activity shall be permitted to berth or operate at (City or County) marina nor transport passengers or provide services for compensation until an appropriate Agreement has been properly executed by the (City/County).

Compliance with Rules and Regulations

Persons conducting authorized activities shall be responsible for the conduct of those operations and of all those employees, agents, and contractors, who shall comply with these Rules and Regulations and all other laws applicable to their activities within the marina.

Rights to the Public

No commercial operations shall interfere with the public's use of the marina area or infringe upon the normal method of operation of any other persons who are authorized to conduct business within the marina. A determination by the Manager will be accepted as final in evaluating and limiting activities which may infringe upon the rights of others.

License Requirements

All commercial boat operators must be licensed by the Coast Guard and in all cases shall comply with the Rules and Regulations published in U.S. Coast Guard pamphlets CG-258 and CG-323 or other applicable regulations.

Maximum Passengers

Commercial vessels are not permitted to carry more passengers than approved by a U.S. Coast Guard License, or the marina manager, whichever is less.

Permittee's Employees

Permittee's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the (Marina) to demand his or her removal from

duty. All employees, with the exception of the facility manager and assistant manager, shall be distinctively uniformed or appropriately attired so as to be distinguishable as the Permittee's employees.

Application for Commercial Vessel Berths

Applications will be considered by the (Marina) primarily on availability of commercial docking facilities, size of dock space required and compatibility of proposed commercial operation. Application for assignment to a berth at a (City or County) marina shall be made in person by the applicant to the (Marina) and will be date/time stamped and logged. There shall be no requirement that applicants actually own a vessel at the time of the application. A non-refundable filing fee is required. The applicant shall receive a receipt of this sum and a date/time stamped copy of this Application. Seniority on waiting lists is established by type of vessel and lineal precedence in accordance with the date/time stamped entry on each application. The (Marina) reserves the right to reject and remove from the waiting list, any applicant whose qualifications, including a credit rating, fails to meet the current departmental standards.

No applications, or agreements granted thereunder, may be assigned or transferred. Further, any application and agreement granted thereunder may also state additional terms, conditions, provisions, and limitations as the Manager may deem necessary or proper in the public interest.

Assignment of Commercial Berths

When a commercial berth becomes available, the senior applicant of the appropriate list will be formally notified by certified mail forwarded to his address as recorded on the Application. It is the sole responsibility of the applicant to insure that this information is correct and current. In addition, a (Marina) representative may endeavor, by telephone or other suitable means, to inform the applicant of the berth's availability. If the applicant so wishes he may waive his right to the space and the next senior applicant on the waiting list will be notified. If an applicant waives his right to a berthing space he may still retain his position on the waiting list.

If any applicant does not own a vessel at the time of notification of berth availability, he shall be requested to come to the (Marina) and complete his Berth Permit Agreement in part, leaving that portion of the Agreement blank which furnishes details of the description of the vessels. The (Marina) shall advise him that he must become the owner of a vessel within ninety (90) days of a waiting list exists and must pay full rental including the security deposit, on the assigned berth during the period the berth is not occupied by his vessel. The (Marina) further holds that if a vessel is not acquired by the end of the ninety (90) day period, his Berth Agreement will be cancelled. The vacant berth is subject to use by the Marina for transient berthing until the applicant's vessel is berthed. Seven (7) days notice of intent to berth provided to the Marina Manager is required.

Upon receipt of notification that commercial berth space is available and prior to execution of Agreement with the (City or County), the applicant will be allowed a maximum of ten (10) (City or County) business days to submit the following information to the (Marina).

A copy of an insurance policy or a Certification of Insurance must be submitted for approval to the (Marina). (See Indemnification and Insurance)

A copy of a current (City or County) Business Occupational License.

A U.S. Coast Guard Inspection Certification, issued within the last year, for the vessel to be berthed.

A certificate of marine inspection dated within the last 30 days by a marine inspector approved by the (Marina). (Not to be substituted by Coast Guard inspection.)

A valid and current Captain's License issued by the U.S.C.G., along with three professional references for the captain. (Principal Operator)

A statement of any police record for the Captain(s), and all of the mates, from the (appropriate agency).

A color photograph of the vessel with sufficient information regarding the physical characteristics and description of the vessel.

Title or documentary proof of applicant's ownership of the vessel to be berthed, including Bill of Sale, certificate of register and documentation.

An affidavit by the Owner stating that the vessel is to be used exclusively for commercial purposes, and a further description of proposed commercial activities.

A schedule of fees and charges to be assessed to the public which may not change except when approved by the (Marina).

A map showing proposed routes over which the applicant desires to operate, length of the trip (in miles), time schedule and fare (applicable to dinner cruise and sightseeing vessels).

Indemnification and Insurance

1. The Permittee shall indemnify and save the (City or County) harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of the Agreement. The Permittee shall pay all claims and losses of any nature whatever in connection therewith, and shall pay all costs and judgments which may issue thereon.

2. The Permittee shall furnish to (Agency and Address), certificate(s) of insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(a) Protection & Indemnity Insurance for the operation and navigation of the vessel including liability to passengers in an amount not less than \$500,000 combined single limit for bodily injury and property damage.

(b) Public Liability Insurance on a comprehensive basis in amounts not less than \$500,000 combined single limit for bodily injury and property damage. (City or County) must be shown as an additional insured with respect to this coverage.

(c) The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Permittee.

(d) All insurance policies required above shall be issued by the companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The company must be rated no less than "A" as to management, and no less than "Class X" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

3. Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

4. Compliance with the foregoing requirements shall not relieve the Permittee of his liability and obligation under this Section or under any other section of this Agreement.

Vessel Inspections

Inspection

All commercial vessels operating from a (City or County) marina under an Agreement must be inspected and approved by U.S. Coast Guard within the past year and a Marine Inspector not more than 30 days prior to Berth permit Agreement assignment, renewals or extensions. The Director may also request an inspection made by a qualified marine inspector stating the general safety and seaworthiness of a vessel.

Display of Certificate of Inspection

All vessels under U.S. Coast Guard jurisdiction must conspicuously display a current and valid certificate of U.S. Coast Guard inspection. Any subsequent deficiencies or violations noted by the marina Manager will be reported to the U.S. Coast Guard and the (Marina). The marina Manager may request that commercial operations cease until the deficiency or violation has been corrected and approved by the U.S. Coast Guard and/or the Marine Inspector.

Drydock Inspection

Prior to commercial vessel going into drydock or having major repairs, the owner shall notify the Marina Manager of the date and location of hauling so that Marina personnel may be present to inspect the condition of the underwater body and equipment.

Physical Alteration to Commercial Vessels

Any major physical alteration to commercial vessel will require the prior approval of the Marina Manager and appropriate reinspection prior to redocking in the marina.

Substitution of Commercial Vessel

A permittee may not put a substitute vessel in his assigned berth without permission of the Marina Manager. The substitute vessel must be owned by the permittee.

Permitted Operations

No operations shall be conducted other than those specified in the Agreement, unless specifically modified and approved by the Marina Manager.

Signs

Every holder of a Commercial Boat Agreement shall display in a conspicuous place, a sign which shall give the name of the vessel, owner, captain and operator thereof, and the total charges per trip, day, half-day, or other period, stating the price and the tax. This sign shall be of design and size acceptable by the Marina Manager.

On vessels making stopovers where attractions are offered or fees are collected, the amount of admission to the attraction shall also be prominently displayed, in the event such charge is not included in the boat ticket fare. No other sign shall be displayed on or about the vessel or dock, unless previously approved by the Marina Manager.

Designated Principal Operator

Each vessel or activity shall maintain a designated principal operator.

Required Mate

Operators of commercial vessels are not permitted to leave with passengers unless at least one mate is aboard and able to assist.

Rate Approval

All rates and charges by commercial vessels must have the prior approval of the Director and cannot be changed without approval from the Marina Manager. These approved rates must be posted in a prominent place.

Soliciting

Loud or obvious soliciting is not permitted in the marine area. All signs, pamphlets, advertisements, and other forms of solicitations shall be approved by the Marina Manager or his designated representative.

False or Misleading Advertising

It shall be unlawful for any person operating or representing a commercial vessel within a (City or County) marina to disseminate by any manner or means whatsoever, information as to the kind of trip, route of

trip, or distance of trip, or any other information pertaining to said trip, which in the opinion of the Marina Manager is untrue or misleading. Any booth displaying a map or chart shall clearly indicate pertinent information for which tickets are being offered for sale.

Ticket Booths

Passage-tickets sold on the (City or County) docks shall be sold only at established booths or at the boat. Any operator may not have more booths than vessels operating. It shall be the duty of the operator to keep such booths and all adjacent areas clean and free of all encumbrances. No booth may be moved or relocated without written permission of the Marina Manager.

Landing Charges

Any boat which repeatedly or regularly embarks passengers at a (Marina), for purposes of providing a service for which a fee is paid, may be subject to a landing charge as determined by the Marina Manager.

Supplies to Operations

In the interest of maximizing waterfront space and improving dock aesthetics, commercial operators may be required by the Marina Manager to purchase supplies from a bulk supplier rather than to store excessive supplies at dock site. Examples of those items include ice, bait, etc.

Fish Handling

Upon return of fishing vessels to the marina, the operators may display and dress fish as a service to patrons. These services shall be conducted in a manner as determined most suitable by the Marina Management.

Ownership and Sale of Fish

All fish caught by a person while aboard a vessel operating from a marina shall belong to the person catching the same, who may give them to the captain or the operator of the vessel. The sale of fish directly from commercial vessels or the docks is not permitted without (Marina) approval and an appropriate vending permit, and giving the (Marina) a right of first refusal. It shall be unlawful under any circumstances to dispose of said fish, by dumping whole fish into the waters of the marina.

Sale of Food and Beverages

Food and beverages are not permitted to be sold or served aboard vessels while at dockside, except those which may be specifically approved for such use.

Live Aboards

No living on board commercial vessels is permitted.

Operations During Storm Warnings

No commercial vessel shall knowingly take passengers when gale or warnings of a more severe nature have been issued by the United States Weather Bureau.

