



**Ocean Blue Marina, LLC**

**SOUTH:** 98640 Overseas Highway  
Key Largo, FL 33037  
(305) 451-3414

info@oceanblueboatworksandmarina.com  
www.oceanblueboatworksandmarina.com



## LICENSE AGREEMENT FOR STORAGE SPACE

This Agreement is made between OCEAN BLUE MARINA (hereinafter referred to as "MARINA") and the undersigned VESSEL/UNIT OWNER or VESSEL/UNIT OWNER'S agent (hereinafter referred to as "OWNER"). The OWNER warrants and represents the following information to be true and correct:

### OWNER INFORMATION

Owner \_\_\_\_\_

Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Cell Phone ( ) \_\_\_\_\_ Work Phone ( ) \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

### VESSEL OR UNIT INFORMATION

TYPE OF UNIT BEING STORED/DOCKED: VESSEL - CAR/TRUCK - TRAILER - RV/CAMPER - COMMERCIAL EQUIP. - OTHER: \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_ Model \_\_\_\_\_ Length (LOA) \_\_\_\_\_

VID # / DOC # / VIN# \_\_\_\_\_ FL # \_\_\_\_\_

Trailer Make \_\_\_\_\_ Trailer Model \_\_\_\_\_ Trailer Year \_\_\_\_\_ Tag No. \_\_\_\_\_

Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

### OFFICE USE ONLY \*\*

1.Rental Period: \_\_\_\_\_ - OR - MO to MO 2.LOCATION: SOUTH 3.WET / DRY 4.Date of Arrival: \_\_\_ / \_\_\_ / 20\_\_\_ 5.Date of Departure: \_\_\_ / \_\_\_ / 20\_\_\_

**MO. License Fee:** \$ \_\_\_\_\_ / ft. x \_\_\_\_\_ = \_\_\_\_\_ + \_\_\_\_\_ = Total Monthly License Fee \$                     

Rate                      LOA                      Base Rate                      7.5% Tax

#### AMOUNT DUE AT SIGNING OF AGREEMENT:

Base Rate = \$            / \_\_\_\_\_ Calendar Days = \$ \_\_\_\_\_ Per Day x \_\_\_\_\_ Rental Days = Prorated Amt. (if any) = \$            x 7.5% Tax ( \_\_\_\_\_ ) = \$            +

\$ \_\_\_\_\_ 1<sup>st</sup> MO + \$ \_\_\_\_\_ Key/Clicker Deposit = + \$ \_\_\_\_\_ Security Deposit (1 Full MO's Rent) + \$ \_\_\_\_\_ Pet Security Deposit = \$                      **TOTAL AMOUNT DUE**

PAYMENT REC'D VIA \_\_\_\_\_ DATE \_\_\_\_\_

## TERMS AND CONDITIONS:

**AGREEMENT:** MARINA and the undersigned OWNER hereby agree that MARINA will dock/store the identified vessel/unit (hereinafter referred to as "vessel" or "unit") at a wet slip or dry dock/space selected at MARINA's discretion and subject to the terms, covenants, and conditions of this Agreement and the attached Rules and Regulations for the MARINA. Such space is used at the sole risk of the vessel/unit owner.

**TERM:** The term of this Agreement shall begin on \_\_\_\_\_ (month / day / year) for a term of **M2M** month to month if indicated (**M2M**), provided that the MARINA may terminate this Agreement with or without cause, upon thirty (30) days written notice to the OWNER. After the initial term of the Agreement, the Agreement shall automatically renew for the same time period effective in this Agreement subject to the notification of any rate changes and payment of all fees and other charges incurred by OWNER, unless written notice is given thirty (30) days prior to the expiration of the Agreement. In the event the term of this agreement expires and the vessel/unit remains at the MARINA without the execution of a new Agreement, then the parties hereby agree that this Agreement shall be considered as being in full force with the one exception being that the new rate will be the prevailing transient dockage rate, plus tax. For month to month (M2M) rentals, at least a (30) day notice is required prior to ending this agreement. **Less than (30) days notice will result in a deduction from the security deposit for the prorated amount to complete the 30 day notice.**

**LICENSE FEE:** MARINA and the undersigned OWNER hereby agree that MARINA will dock/store the identified vessel/unit at the base rate of \$\_\_\_\_\_ per \_\_\_\_\_. In addition, OWNER will pay sales tax (7.5%) in the amount of \$\_\_\_\_\_ per month amounting to a **total monthly charge of \$\_\_\_\_\_** (hereinafter "the license fee"), which must be paid in advance on the first day of each month. The MARINA reserves the right to change dry storage and wet slip rates by giving a thirty (30) day notice, and the OWNER hereby agrees to comply with that request by the date specified. In exchange for the services and berthing provided, OWNER agrees to pay the above rates and abide by the covenants and agreements in this license agreement for dockage/storage space.

**SECURITY DEPOSIT:** Concurrently with the execution of this license agreement the OWNER agrees to pay to MARINA a sum equal to the first full month's license fee as a security deposit: \$\_\_\_\_\_, along with first month's license fee of \$\_\_\_\_\_, plus the preceding month's license fee, if any, on a pro rata basis: \$\_\_\_\_\_, making for a total payment upon the execution of this Agreement in the amount of \$\_\_\_\_\_. The aforesaid security deposit shall be held by MARINA in its own account during the term of this Agreement in order to ensure the full and faithful performance of the terms of this Agreement by the OWNER. Any sums which are due to the OWNER at the termination of this agreement shall be returned to the OWNER within 60 days of termination of this Agreement; provided that the MARINA may apply any sums which its hold on behalf of the OWNER to any balance remaining on the OWNER's account. **For month to month (M2M) rentals, at least a (30) day notice is required prior to ending this agreement. Less than (30) days notice will result in a deduction from the security deposit for the prorated amount to complete the 30 day notice.**

**LATE PAYMENT FEE:** All payments are due on the 1st of each month and considered late after the 5th. Interest on balances that remain unpaid after the 5<sup>th</sup> day of the month will accrue at the rate of 1.5% per month (18% A.P.R.) THIS LATE PAYMENT INTEREST WILL BE RETROACTIVE TO THE FIRST DAY OF THE MONTH IN WHICH THE LICENSE FEE IS DUE IN ADDITION TO **A \$50.00 LATE FEE PER MONTH FOR WET SLIPS AND \$35.00 LATE FEE PER MONTH FOR DRY SLIPS/STORAGE.** OWNER'S vessel/unit will be red tagged and unavailable for use in the event the rent and other Marina charges are not paid when due. OWNER must give the MARINA at least (30) days written notice prior to vacating the MARINA. If OWNER fails to give MARINA at least thirty (30) days written notice prior to vacating MARINA then the OWNER forfeits any and all right to the security deposit detailed in the above section. OWNER agrees to pay a \$30.00 fee for returned checks if a payment is made with a check and the check is dishonored for any reason after the second presentment. ALL OWNERS MUST HAVE A CREDIT CARD AUTHORIZATION FORM ON FILE. SHOULD PAYMENT NOT BE MADE ON THE 5<sup>TH</sup> CREDIT CARD ON FILE WILL BE CHARGED THE STATED LICENSE FEE PLUS THE CORRESPONDING LATE FEE.

## PROPERTY SPECIFIC:

- Hours of operation for a pull or return of a vessel or unit from storage at MM98 property are **MONDAY-SATURDAY, 8:00AM-6:00PM**. Note we may be closed during holidays or any other date/time for maintenance or other reasons. It is important you plan ahead. We are NOT open Sundays.
- ALL REQUESTS** to pull or return a vessel or unit from storage at MM98 property must be made 24-hour notice in advance and with no more than a 2 hour time frame. Calls can be made to the front office at (305) 451-3414.
- Property has no electric or water, so any flushing, cleaning, etc. must be done prior to returning vessel/item to property.
- All valuables including electronics must be removed, shrink-wrapped or stored securely as we are not responsible for missing or stolen items.

**LIENS:** The OWNER acknowledges that the MARINA has, and shall have, a lien upon the above described vessel or unit, her appurtenances and contents, for any unpaid sums due to the MARINA for license fees, the use of its facilities, the provision of any services or necessities, or for any damage to the MARINA caused in whole or in part by the vessel or unit, the vessel's or unit's OWNER, or the authorized agent of OWNER. Further, the OWNER agrees that the MARINA may place upon the vessel or unit, its contents, appurtenances and equipment, all maritime liens of whatever nature for non-payment of license fees, supplies, necessities or other services goods furnished to the vessel or unit, the vessel's / unit's OWNER, or the authorized agent of OWNER. In the event the MARINA employs legal counsel to collect any license fees due under this agreement, to foreclose any lien or maritime lien, or otherwise enforce the terms of this agreement, OWNER agrees to pay to the MARINA all costs of collection, including reasonable attorney's fees and the court fees of any legal action, should any such action be initiated.

**POSSESSORY LIEN FOR DEFAULT:** In the event that the OWNER defaults and does not pay the license fee for dockage/storage space for a period of three (3) consecutive months, MARINA may, at its option and in its sole discretion, sell the OWNER'S vessel at a non-judicial sale pursuant to Florida Statute Section 328.17, provided that the MARINA properly notifies the OWNER of the vessel or unit and all other persons or entities required to be notified by Florida Statute Section 328.17. The OWNER agrees to be notified of any non-judicial sale of the vessel or unit at the address detailed above.

**RULES:** Attached hereto are certain rules and procedures which form a part of this license agreement and which OWNER agrees will be observed and followed by the OWNER, his guests, agents, passengers and employees. The rules and procedures are incorporated herein as though they were fully set forth herein. This agreement shall allow the OWNER to use the specific slip/storage designated herein for the limited purposes set forth in this agreement as long as OWNER, or the authorized agent of OWNER, obeys all terms and conditions of this Agreement. The MARINA reserves the right to alter, amend and modify these rules and procedures at any time by posting a notice at the MARINA.

**ACCELERATION:**

If OWNER defaults in the payment of the license fee due under this Agreement, or fails to pay for dockage/storage, supplies, necessities or other services or goods furnished to the vessel or unit, the vessel's/unit's OWNER, or the authorized agent of OWNER or if the OWNER should violate any of the terms and conditions of this Agreement, then the entire amount of license fees due to be paid by OWNER during the term of this Agreement shall be accelerated and become at once due and payable to the MARINA. Should the OWNER, or the authorized agent of OWNER, default in the payment of license fees due under this Agreement, or should the OWNER, or the authorized agent of OWNER, breach any of the terms or conditions of this Agreement, then in that event the MARINA reserves the RIGHT, at its option, to terminate this license agreement by written notice of termination by MARINA, delivered to the OWNER at the address specified in this license agreement or to the vessel or unit at least three (3) days prior to the effective date of termination and to remove the OWNER's vessel or unit from the MARINA at the OWNER's expense. So long as the MARINA shall utilize reasonable care in so removing the OWNER's vessel or unit, the MARINA shall have no liability whatsoever to the OWNER in connection with said removal. OWNER warrants that the vessel or unit is in fit condition to be hauled and/or launched.

**AS IS:**

OWNER has inspected the slip/dock/berth/rack/space and hereby accepts it in "as is" "where is" condition with all faults, if any. MARINA shall not be liable to OWNER for any damages caused by or suffered by OWNER on account of the condition of the slip/dock/berth/rack rented hereby. The MARINA makes no warranty expressed or implied including implied warranties for workmanlike performance, for work to be performed in a workmanlike manner, merchantability and fitness for use.

**EXCULPATORY CLAUSE:**

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT that the MARINA, its members, managers officers, directors, principals, agents, employees, subcontractors, and each of them, shall not be liable for any damage, loss, suit, claim, costs or expense suffered or incurred by OWNER to any vessel or unit, persons or property which arises out of the use of the dockage or storage space that is the subject of this Agreement on account of any casualty, theft, negligence, fire, collision, whether man-made or attributable to an act of God or natural disaster, including but not limited to hurricanes, tropical storms, named windstorms, lightning, rain, flooding, or other severe weather, whether or not such loss, suit, damage, costs, expense, or claim is based upon negligence of the MARINA or the negligence of any other party. This exculpatory clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA and does not apply to losses, suits, damages or claims related to the alleged gross negligence or intentional acts of the MARINA.

**INDEMNIFICATION CLAUSES:**

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold the MARINA and its members, managers officers, directors, principals, agents, and employees and each of them, harmless against any loss, suit, fines, damage or claim to or on behalf of any person including OWNER and the vessel or unit, damage to the vessel or unit, its engines, equipment, and appurtenances, damages to OWNER's property, and injury to OWNER, its family, and/or crew, guests, contractors, agents, invitees, and/or employees, whether based on theft, negligence, breach of warranty, collision, flood, act of god or otherwise to any vessel or unit, persons or property which arise out of the use of the dockage space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon the negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, alleged breaches of warranty by the MARINA, or any other alleged torts, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA.

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold the MARINA and its members, managers officers, directors, principals, agents, and employees, and each of them, harmless against any loss, suit, fines, damage or claim to or on behalf of any person including OWNER and the vessel or unit, damage to the vessel or unit, its engines, equipment, and appurtenances, damages to OWNER's property, and injury to OWNER, its family, and/or crew, guests, contractors, agents, invitees, and/or employees, whether based on the failure of or alleged insufficiency in the MARINA's firefighting procedures and equipment, first aid, and security provisions to any vessel or unit, persons or property which arise out of the use of the dockage space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, alleged breaches of warranty by the MARINA, or any other alleged torts, and any claim or allegation that the MARINA failed to have other or additional firefighting capabilities, provisions, procedures and equipment, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA. OWNER is entering into this license agreement with full knowledge and acceptance of the limitations on the MARINA's firefighting capabilities, first aid capabilities, security provisions and other such provisions and equipment.

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold the MARINA and its members, managers officers, principals, directors, agents, employees, and each of them, harmless against any loss, suit, fees, permit fees, fines, damage, clean-up costs, mitigation costs, consultant fees, response actions, inspections or claim imposed or otherwise mandated by any government authority, any court any third party, the OWNER and the vessel or unit based on or related to the OWNER's or the vessel's/unit's non-compliance or violations of any local, state or federal environmental statutes, rules, ordinances and regulations which arise out of the use of the dock age space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA. In the event that legal action against the MARINA is initiated based on the OWNER's or the vessel's or unit's non-compliance or violations of any local, state or federal environmental statutes, rules, ordinances and regulations which arise out of the use of the dockage and/or storage space that is the subject of this agreement the OWNER CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and defend the MARINA and agrees to pay to the MARINA all costs of defending the legal action, including reasonable attorney's fees and expert witness costs, should any such legal action be initiated.

**WAIVER OF SUBROGATION CLAUSE:** The OWNER CLEARLY EXPRESSES THE INTENT and AGREEMENT that, in consideration of the execution of this license agreement and as a material term of this Agreement, the OWINER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against the MARINA, its agents or employees, to any third parties, including insurers or underwriters. OWNER acknowledges that any such subrogation or assignment shall be null and void. In the event that legal action against the MARINA is initiated based on the subrogated rights of the OWNER the OWNER CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and defend the MARINA and agrees to pay to the MARINA all costs of defending the legal action, including reasonable attorney's fees, should any such legal action be initiated.

**NO BAILMENT:** It is understood and agreed that this Agreement does not constitute a bailment. The OWNER retains and has the exclusive care, custody and control of the vessel or unit and its contents at all times, and the OWNER is solely responsible for the vessel or unit, the safe dockage of the vessel or safe storage of unit, its contents, the proper operating condition of the vessel's or unit's equipment, for the size and conditions of the dock lines and the maintenance of the vessel or unit. OWNER acknowledges that he is solely responsible for preventing the entry of unauthorized persons onto the OWNER'S vessel or unit and OWNER understands and agrees that the MARINA does not warrant or assure that unauthorized

persons will not board the OWNER's vessel or unit and, accordingly, the OWNER is solely responsible for the security of the OWNER's vessel or unit. OWNER has been informed of the firefighting procedures and equipment, first aid and security provisions, procedures and equipment available at the MARINA and OWNER hereby acknowledges same as being sufficient reasonable and adequate.

**NAMED WINDSTORMS:** OWNER has been informed of the MARINA's Hurricane Preparedness Plan which is found on our website and OWNER hereby acknowledges same as being sufficient reasonable and adequate. OWNER acknowledges receipt of the MARINA's Hurricane Preparedness Plan. The MARINA should not be considered safe harbor during named wind storm conditions. The MARINA recommends you vacate the facility and find a suitable, safe location to secure your vessel or unit during a named windstorm. This should be done at least 72 hours before predicted landfall, otherwise, you must ensure that all reasonable actions are taken to secure your vessel or unit at the MARINA including but not limited to the use of all available cleats, ropes, fenders to properly secure the vessel. Pursuant to Florida Statute Section 327.59 (3) in the event a vessel owner fails to promptly remove a vessel from a marina after a tropical storm or hurricane watch has been issued, the MARINA may remove the vessel, if reasonable, from its slip or take whatever reasonable actions are deemed necessary to properly secure a vessel to minimize damage to a vessel and to protect marina property, private property, and the environment. MARINA reserves the right to charge the OWNER a reasonable fee for any such services rendered. I further understand that I am responsible and liable for any and all damages to other tenant's vessel's and Ocean Blue Marina's property, including, but not limited to damage to fences, dry storage racks, docks, pilings, bulkhead, utility lines, buildings, structures, and any other real or personal property in which MARINA has an interest. **OWNER / OWNER's authorized agent initials \_\_\_\_\_**

**NOTICE TO VESSEL OWNER PURSUANT TO FLORIDA STATUTE SECTION 327.59:**

The undersigned MARINA representative hereby informs you that in the event you fail to remove your vessel from the marina promptly within 36 hours after the issuance of a tropical storm or hurricane watch for Key Largo, Florida, under Florida law, the undersigned MARINA representative or his or her employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

**COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS:** Owner agrees to cooperate with MARINA and use OWNER's best efforts in furtherance of complying with all local, state and federal environmental rules and regulations. OWNER and the vessel/unit shall comply at all times with all applicable local, state and federal environmental statutes, rules, ordinances and regulations, including, but not limited to the Monroe County's Wastewater Management Plans. OWNER hereby certifies and warrants that OWNER and the vessel or unit are in compliance with all local, state and federal environmental statutes, rules, ordinances and regulations.

**INSURANCE:** The OWNER warrants to MARINA that the vessel/unit is fully covered by complete hull/body, casualty, property damage, and adequate liability insurance and that the vessel/unit shall remain so covered during the term of this license agreement in the amount of no less than \$300,000. The MARINA shall be entitled to assume that such insurance is provided and the MARINA shall not be required to examine policies to this effect, although such policy or policies shall be produced by the OWNER for examination within five (5) business days of any request by the MARINA with an initial copy provided at time this Agreement is signed. MARINA IS REQUIRED TO BE NAMED AS ADDITIONAL INSURED ON OWNER's MARINE LIABILITY INSURANCE **OWNER / OWNER's authorized agent initials \_\_\_\_\_**

**CHOICE OF LAW AND VENUE:** Each portion of this agreement is intended to be and shall be deemed a severable unit. If any court of competent jurisdiction determines that any portion of this agreement is invalid, illegal under the law of the State of Florida or of the United States, or unenforceable in any respect said portion, and said portion only shall be null. Any such determination shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this agreement and will be severed from the agreement and the balance of this agreement shall remain in full force and effect. It is agreed by and between MARINA and OWNER that all disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be litigated, if at all, exclusively in and before the United States District Court for the Southern District of Florida, Monroe County, which shall have exclusive jurisdiction to hear all disputes herein, to the exclusion of all other courts of any other state, territory or country. OWNER hereby waives any objection to jurisdiction or venue or any other objection that OWNER may have to any such action or proceeding being brought in the United States District Court for the Southern District of Florida, Monroe County. The MARINA and OWNER agree that unless otherwise provided herein this agreement shall be governed by the general maritime law of the United States. The MARINA and OWNER agree to waive their right to trial by jury on any and all disputes and matters whatsoever arising under, in connection with or incident to this agreement.

**BINDING AGREEMENT:** If the person signing this Agreement is not the OWNER, such person who is signing for or on behalf of the OWNER warrants and represents his authority to obligate the OWNER and the vessel/unit to the terms of this Agreement and by signing hereon, also agrees to be personally bound by the terms and obligations set forth in this Agreement. The OWNER and if this Agreement is signed by the authorized agent of the OWNER are both bound by the terms and obligations set forth in this Agreement. This Agreement shall be binding on the heirs, successors, personal representatives and assigns of the OWNER.

**ASSIGNMENT:** OWNER may not assign, sublease, or otherwise transfer all or any part of his/her interest in the slip or storage space in this Agreement. The MARINA may sell, transfer or assign its rights in this Agreement and/or the slip or storage space or the MARINA without the consent of the OWNERS.

**I, OWNER (OWNER'S AGENT) STATED ABOVE, ACKNOWLEDGE THAT I AGREE TO STATED MONTHLY RATE AND HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE ABOVE TERMS AND CONDITIONS AND AGREE TO ABIDE THEREBY. FUTUREMORE, I AFFIRM I HAVE RECEIVED, READ, UNDERSTAND AND AGREE WITH ALL MARINA RULES AND REGULATIONS HEREIN.**

Executed on this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

By: \_\_\_\_\_  
OWNER / OWNER'S AGENT

By: \_\_\_\_\_  
For OCEAN BLUE MARINA

All payments are made out to **OCEAN BLUE MARINA** and due the 1st of each month. If not handed in person to office, payments may be dropped inside the mailbox or mailed to: PO BOX 1356, Tavernier, FL 33070.



## MARINA FEES

All payments are due on the 1<sup>st</sup> of each month and considered late after the 5<sup>th</sup>.

Payments received after the 5<sup>th</sup> of each month will be billed a late fee (see below for amount) and subject to 1.5% month interest on any outstanding balance (18% A.P.R.).

License agreements must be accompanied by first (incl. any prorated amount) and security deposit equal to first month's rent. Month is calculated from the 1<sup>st</sup>-31<sup>st</sup>

### WET SLIPS / Dockage "Only"-NORTH LOCATION

- |   |  |
|---|--|
| <p>A) MONTH TO MONTH AGREEMENT:<br/>\$10.00 / Foot per MO + Tax</p> <p>WEEKLY AGREEMENT:<br/>\$3.00 / Foot per WK + Tax</p> | <p>Includes: 1-Parking Space, Electric (1-Outlet), Water, 1-Dock, Bathhouse Usage<br/><b>(Weekend Stay Option:</b> Add \$35.00 per person, per month to stay aboard over any or all weekend nights (Fri. and Sat.) –OR- 8 Days for the month paid. Month is calculated from the 1<sup>st</sup>-31<sup>st</sup> and includes 1-Parking space, ramp &amp; amenities.)</p> <p>Includes: 1-Parking Space, Electric (1-Outlet), Water, 1-Dock, Bathhouse Usage<br/>Min: \$125/wk.</p> |
|---|--|

### DRY STORAGE

- |   |                            |   |
|---|----------------------------|---|
| A) <u>NORTH LOCATION:</u> MONTH TO MONTH AGREEMENT (\$125.00 minimum for boats):  |                            |   |
| Vessels & Trailers:   | \$7.00 / Foot + Tax        | Includes: 1-Parking Space, Water, Electric (1-Outlet) & Unlimited Ramp Use  |
| Jet Ski & Trailer or Kayak/Canoe:   | \$75.00 / Month            | Includes: 1-Parking Space, Water, Electric (1-Outlet) & Unlimited Ramp Use  |
| B) <u>SOUTH LOCATION:</u> MONTH TO MONTH AGREEMENT (\$75.00 minimum) No water or electric service:                      |                            |   |
| Vessels, Trailers, Other (31+ Days):  | \$3.00 / Linear Foot + Tax | Includes: Storage & retrieval/recovery 4 or less times per calendar month*. |
| Vessels, Trailers, Other (30 Days or Less):   | \$1.00 / Linear Foot + Tax | Includes: Storage & retrieval/recovery 4 or less times per month*.          |
| <i>*Retrieval/recovery during business hours. Additional retrieval/recoveries packages may be purchased separately.</i> |                            |   |

### DAILY WET/DRY & WEEKLY DRY-NORTH LOCATION

- |                              |  |
|------------------------------|--|
| \$1.50 / Foot, Per Day + Tax | Includes: 1-Parking Space, Water, Electric (1-Outlet) & Unlimited Ramp Use (Minimum \$50.00) for rentals less than 14 days |
|------------------------------|--|

### RAMP FEES DURING MARINA HOURS-NORTH LOCATION

- |          |   |
|----------|---|
| \$20.00  | 1x Time Launch & Pull   |
| \$150.00 | 10x Ramp Card (Valid for 1 Launch & Pull)   |
| \$200.00 | 20x Ramp Card (Valid for 1 Launch & Pull)   |
| \$999.00 | Yearly Weekend Ramp Card (Valid for 1 Year of weekend FRI-SAT-SUN launch & pulls) |

### ADD-ON'S

- |                             |  |
|-----------------------------|--|
| \$2.00 / Foot               | Per month, for extra electric and water for any boat (ex. Repairs, extra outlet, A/C always running) |
| \$5.00 / Vehicle            | Additional Parking, Per Vehicle / Per Day  |
| \$25.00 / Month             | Dock Box Rental  |
| \$120.00 / Hour             | Emergency Water Removal from Vessel (1-Hour Min Charge)  |
| \$35.00 / Month             | Late Payment Charge / Dry Slips / After 5 <sup>th</sup> of Each month                                |
| \$50.00 / Month             | Late Payment Charge / Wet Slips / After 5 <sup>th</sup> of Each month                                |
| \$30.00 / Per Occurrence    | Returned Check Fee   |
| \$50.00 / Per Recovery/Pull | Sunday fee for recovery/pull from storage at MM98  |
| \$250.00 / Per Occurrence   | Administrative Fee for all past due (60+ Day) & Lien Proceedings                                     |

*Revised 02/28/2017*



**NORTH: 199 Morris Avenue  
Key Largo, FL 33037  
(305) 451-3414**

**SOUTH: 98640 Overseas Highway  
Key Largo, FL 33037  
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### Credit Card Payment Authorization Form

All owners must sign and complete this form to use as a guarantee payment or auto pay election each month. By completing this form as checked below, you are authorizing **OCEAN BLUE MARINA** to make a debit to your credit card listed below *should payment NOT be received prior to the 5<sup>th</sup> of every month or as monthly auto pay debited the 1<sup>st</sup> of each month*. The amount to be debited is the same of which is indicated on your license agreement, adding the appropriate late payment fee should the deduction be used as a guarantee of payment.

ENROLL IN AUTO PAY

USE AS GUARANTEE OF PAYMENT

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#### Please complete the information below:

I \_\_\_\_\_ authorize, **OCEAN BLUE MARINA**, to charge my credit card  
(full name)  
account indicated below for \_\_\_\_\_ should payment not be received by the 5<sup>th</sup> of any given month or to use for  
monthly auto pay. This payment is for \_\_\_\_\_.  
(Indicate service)

Billing Address \_\_\_\_\_

Phone# \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Email \_\_\_\_\_

Account Type:  Visa  MasterCard  AMEX  Discover

Cardholder Name \_\_\_\_\_

Account Number \_\_\_\_\_ CVV2 Code \_\_\_\_\_

Expiration Date \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

By signing this form, I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid until I vacate the marina or change and update my credit card information. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company or submit for a chargeback as above fees are rental and/or security deposit fees. I agree to pay to the above named business all costs of collection, including reasonable attorney's fees and the court fees of any legal action, should any such action be initiated.