



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

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

info@marinaoceanblue.com
www.marinaoceanblue.com

LICENSE AGREEMENT FOR DOCKAGE / STORAGE SPACE – MM112

ITEMS TO THAT MUST BE BROUGHT BY OWNER OF VESSEL AT TIME OF SIGNING:
DRIVER'S LICENSE, COPY OF VESSEL AND TRAILER* REGISTRATION, COPY OF TRAILER* LOCK KEY & SIGNING FEE
*(IF APPLICABLE)

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 Name _____ Cell Phone () _____

VESSEL / OTHER INFORMATION

TYPE OF UNIT BEING STORED/DOCKED: VESSEL - TRAILER - OTHER: _____
Make _____ Year _____ Model _____ Length (LOA) _____
VID # / DOC # _____ FL # _____
Trailer Make _____ Trailer Year _____ Tag No. _____
Insurance Company _____ Policy # _____

**OFFICE USE ONLY **

1.Rental Period: _____ to _____ 2.LOCATION: MM112 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% Tax

AMOUNT DUE AT SIGNING OF AGREEMENT:

Base Rate = \$ _____ / _____ Calendar Days = \$ _____ Per Day x _____ Rental Days = Prorated Amt. (if any) = \$ _____ x 7% Tax (_____) = \$ _____ +

\$ _____ 1st MO + \$ _____ Key/Clicker Deposit = + \$ _____ Security Deposit (1 Full MO's Rent) = \$ _____ **TOTAL AMOUNT DUE AT TIME OF SIGNING**

PAYMENT RECV'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 ____/____/20____ (month / day / year) for a term of **M2M** (month to month), 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 written notice is required prior to ending this agreement. **Less than (30) day written, notice will result in forfeiting your security deposit.**

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%) in the amount of \$_____ per _____ amounting to a **total 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. **IMPORTANT DEPARTURE INFO: For ALL rentals, a minimum of at least (30) day written notice is required prior to ending this agreement. Less than (30) day notice will result in forfeiting your security deposit as well as balance of the contract owed. Your security deposit IS NOT YOUR LAST MONTH'S PAYMENT and is returned when keys and parking permits are surrendered, and final bill settled. For security deposit returns, you may either A) stop by office with key/clicker and parking permit and pick up your security deposit or B) place key/clicker and parking permit in envelope with name and place inside marina mailbox and security deposit will be mailed to you with 30 days.** **OWNER / OWNER's authorized agent initials**

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 5th 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 presentation. ALL OWNERS MUST HAVE A CREDIT CARD AUTHORIZATION FORM ON FILE. SHOULD PAYMENT NOT BE MADE ON THE 5TH CREDIT CARD ON FILE WILL BE CHARGED THE STATED LICENSE FEE PLUS THE CORRESPONDING LATE FEE.

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 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 windstorm 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.

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 is 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.

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.

RULES AND REGULATIONS: OWNER has received a copy of the Marina Rules and Regulations also found online on our website at www.marinaoceanblue.com.

OWNER / OWNER's authorized agent initials _____ }

--- CONTINUED ON NEXT PAGE ---

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.

TO BE NOTARIZED BY OWNER

Executed on this ____ day of _____ 20 ____.

By: _____

OWNER / OWNER'S AGENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this before me this ____ day of _____, 20____, by _____
(name of person acknowledging – OWNER / OWNER'S AGENT).

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

(Signature of Notary Public-State of Florida)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

NOTE: ONCE OWNER HAS SIGNED AND NOTARIZED AGREEMENT, MARINA STAFF WILL REVIEW AND SIGN AGREEMENT. THIS CONTRACT WILL NOT BE VALID UNTIL SIGNED BY MARINA STAFF MEMBER.

By: _____

For OCEAN BLUE MARINA

PRINTED OCEAN BLUE MARINA STAFF (FULL) NAME

All payments are made out to OCEAN BLUE MARINA and due the 1st of each month. If not paid online via your monthly emailed invoice or handed in person to office, payments may be mailed to: PO BOX 1356, Tavernier, FL 33070.

Rules and Regulations

A copy of the current Rules and Regulations is posted on our website for review. All vessels or units stored or docked in this MARINA are subject to the rules and regulations found herein for both the NORTH and SOUTH locations. Our terms, rates, rules and regulations are subject to change without notice and OWNERS are subject to such changes regardless of the age of their license agreement.

RULE VIOLATION PROCEDURES:

- A. NOTICE OF VIOLATION: A written notice and description will be provided along with a timeframe in which the OWNER has to correct the violation. This may include the payment of a bill for any costs or charge the marina has incurred as a result of, or as a condition of, curing the violation.
- B. FINAL NOTICE: A written notice as above with notification that said violation is not cured; the MARINA may terminate the license agreement. This may include the payment of a bill for any cost(s) incurred by the MARINA as result of or as a condition of curing the violation.
- C. TERMINATION NOTICE: A written notice of termination containing the date in which the OWNER must vacate the property and advising that the MARINA is reserving all its legal rights to enforce the termination and recover any damages or costs including collection and/or attorney's fees which may be incurred.

**** SUMMARY OF THE MOST IMPORTANT RULES DESCRIBED IN DEPTH BELOW ****

(STAFF WILL REVIEW WITH TENANT)

1. GATE IS NEVER TO BE LEFT OPEN OR UNLOCKED EXCEPT UPON IMMEDIATE ENTRY OR EXIT AND GATE IS NEVER TO BE OPENED OR LEFT OPEN FOR ANYONE OTHER THAN TENANT LOCKING/UNLOCKING GATE. I FURTHER UNDERSTAND I WILL NOT LET ANYONE INSIDE MARINA GATES BESIDE MYSELF, MY BOAT AND PARTY ACCOMPANING ME. **SHOULD I BE FOUND TO BE IN VIOLATION OF THIS TERM, I UNDERSTAND I WILL BE IMMEDIATELY EVICTED FROM THE PROPERTY FORFEITING MY DEPOSIT.** INITIALS: _____
2. PARKING/BLOCKING ANY BOAT, ENTRY/EXIT, RAMP, PASSAGEWAY FOR ANY AMOUNT OF TIME IS NOT ACCEPTABLE AND I UNDERSTAND I CAN/WILL BE TOWED WITHOUT WARNING. **I UNDERSTAND I CANNOT STAY ATTACHED TO TRAILER IF I EVEN THINK I MAY BE BLOCKING ANOTHER TENANT FROM USING THEIR SPACE.** I UNDERSTAND FAILURE TO COMPLY MAY RESULT IN MY VEHICLE BEING TOWED AT MY EXPENSE. INITIALS: _____
3. I WILL NOT THROW AWAY ANY BAIT, FISH, ETC. IN ANY TRASH RECEPTICLE WITHIN THE MARINA. I UNDERSTAND I CAN USE THE GREEN DUMPSTER BELONGING TO THE MARINA FOR THIS TYPE OF DISPOSAL. I UNDERSTAND FAILURE TO COMPLY MAY RESULT IN MY IMMEDIATE EVICTION FROM THE MARINA. INITIALS: _____
4. PARKING IS LIMITED TO ONE SPACE PER TENANT OUTSIDE MARINA GATE. ALL OTHERS MAY PARK BEHIND BY VEHICLE, OUTSIDE THE PROPERTY. INITIALS: _____
5. I UNDERSTAND I MUST PROVIDE THE MARINA WITH A KEY TO MY TRAILER (IF APPLICABLE). I FURTHER UNDERSTAND THAT IF I LOCK MY TRAILER AND PROVIDE NO KEY; THE MARINA IS AUTHORIZED TO CUT THE LOCK AND CHARGE THIS EXPENSE TO MY NEXT BILL FOR PAYMENT. INITIALS: _____
6. I UNDERSTAND THERE IS A LATE FEE APPLIED TO MY ACCOUNT, AS DESCRIBED BELOW, SHOULD MY PAYMENT NOT BE RECEIVED (OR DECLINED REPEATEDLY IF ON AUTO PAY) BY THE END OF THE BUSINESS DAY ON THE 5TH OF EACH MONTH. I UNDERSTAND IT IS MY RESPONSIBILITY TO GET MY PAYMENT IN ON TIME VIA THE WIDE VARIETY OF PAYMENT METHODS. INITIALS: _____
7. I UNDERSTAND THAT I MUST PARK WHERE I AM ASSIGNED. I FURTHER UNDERSTAND THAT IF I AM A DRY SLIP TENANT, I CANNOT DOCK IN THE WATER UNLESS BRIEFLY THE VALET DOCK FOR LOADING/UNLOADING PURPOSES. **SHOULD I BE FOUND DOCK AT ANY MOMENT OUTSIDE THE VALET DOCK, I AGREE TO PAY \$150 PER DAY OF DOCKAGE.** INITIALS: _____
8. I UNDERSTAND MY SECURITY DEPOSIT IS NOT A LAST MONTH PAYMENT AND THAT I MUST GIVE THE MARINA A 30-DAY WRITTEN NOTICE TO TERMINATE THIS LICENSE AGREEMENT, PAY ANY PRORATED AMOUNT IF DEPARTURE DATE IS NOT THE LAST DAY OF THE MONTH AND TURN IN MY KEY AND PARKING PASS (IF APPLICABLE) IN ORDER TO HAVE MY SECURITY DEPOSIT RETURNED. DEPOSITS CAN BE PICKED UP AT THE MAIN OFFICE AFTER THE LAST DAY OF NOTICE OR MAILED TO ME WITHIN 30 DAYS, EITHER ONE AS I REQUEST. INITIALS: _____
9. **FOR AFTER HOURS – EMERGENCIES PLEASE CONTACT 911** AND THEREAFTER CONTACT THE OFFICE AND LEAVE A MESSAGE WITH WHAT THE ISSUES WAS. **ALL OTHER QUESTIONS, COMMENTS OR INQUIRIES, CONTACT THE OFFICE DURING BUSINESS HOURS AT 305-451-3414.** INITIALS: _____

MARINA RULES AND REGULATIONS

ABUSE OF FACILITIES: OWNER agrees that utilities and facilities furnished by MARINA shall be used in a reasonable manner, and the abuse of any utilities or facilities furnished shall be, at the MARINAS' option, cause for termination of this Agreement.

AIR CONDITIONING: Vessel air conditioners and heaters should be set at a reasonable temperature to help conserve energy. Outlet water from marine type, raw water-cooled air conditioners must not discharge upon the docks or waters. MARINA prohibits use of potable (drinking) to cool air conditioners and other equipment. OWNER will be charged a fee of \$100 per occurrence. MARINA may disconnect hose used in violation of this paragraph and will not be responsible for any consequences of such action.

ALCOHOL: No open containers of alcohol are permitted on the docks. Please use recycling and/or trash cans for proper disposal of containers and/or bottles. All public areas must conform to local law and ordinances regarding alcohol consumption.

ALTERATIONS: OWNER shall take good care of the Slip and, at the expiration or sooner termination of this Lease, surrender and deliver the Slip to MARINA in as good condition as when received by OWNER from MARINA, reasonable wear and tear excepted. OWNER shall not make any alterations, additions or improvements in or to the Slip.

AMMENDMENTS: MARINA reserves the right to reasonably amend the Rules and Regulations in its sole and absolute discretion from time to time, and OWNER further agrees to comply with such amended Rules and Regulations. Any amended rule or regulation shall also automatically be incorporated herein and to the lease with the OWNER. Failure by said OWNER or those under the responsibility of said OWNER to comply with the rules and regulations of marina or disorder, depredations, or indecorous conduct by such persons that might injure a person, cause damage to property, or harm MARINAS' reputation shall be cause for immediate removal of the person/vessel in question, without prejudicing MARINAS' right to damages and any financial obligations of OWNER to MARINA.

AUTHORITY: The MARINA Manager has the sole responsibility for management and assignment of docks, whether for members, their guests, members of other MARINAS, or public guests.

BATHROOM FACILITIES: Facilities are for personal use only by the OWNER and his/her guests. They are not to be used for dishes, laundry, or dumping of self-contained toilet units. It is the responsibility of all OWNERS and guests to help keep them clean – please be considerate of your fellow boaters. Please notify the MARINA office if washrooms are out of supplies, not clean, or if you observe violations.

BATTERY SAFETY SWITCH: All dry storage kept boats must be equipped with an approved Battery Shutoff Switch. MARINA reserves the right but not the obligation to inspect said switch for proper installation.

BILGE DISCHARGE: No discharge of bilge water that contains oil, fuel or other fluids that produce sheen upon marina waters. Any discharge must be reported to MARINA immediately. OWNER will, in and around the marina, comply with all laws concerning the protection of the environment and pay MARINA for any damage, expense or liability incurred to MARINA by OWNER.

BOAT LIFT: MARINA is not responsible for any damage caused by the forklift or travel lift including but not limited to hull/fiberglass, trim tabs, transducers, propellers, out drives, protruding chine's (add on chine's) or other appendages attached to the hull or unit. MARINA will do its very best to avoid or limit the possibility of such occurrence.

BOAT PLANS: OWNER or OWNER'S AGENT is responsible for advising MARINA **in writing, 30 days in advance**, of his/her plans for permanent removal from storage. MARINA reserves the right to rent any and all docks or dry storage when vacant.

CLEANLINESS: **MARINA is currently in the process of beautification. It is important that all areas in and around the property be maintained neat and orderly at all times. Please use trash bins found on the property for any trash collection and should not be thrown on the floor or in waterways. Cigarette butts should be discarded of properly and not on the grounds. Dry storage OWNERS should not have any items stored outside of their vessel. Should any matter be found needing repair or attention, please contact marina management right away so that this issue may get addressed.**

COMMERCIAL ENTERPRISES: The MARINA is limited to pleasure boats only. No vessel shall be allowed which is in any way or at any time used for commercial purposes; or which charges or accepts a fee or any other form of compensation either directly or indirectly. Exceptions may be allowed at the approval and discretion of marina management.

CONDITION OF VESSEL AND EQUIPMENT: **OWNER warrants that OWNER will, at OWNERS' expense, maintain vessel or unit and equipment in a clean, seaworthy (if applicable), sanitary, and fully operational and neatly presented condition at all times, and that said vessel/unit will be regularly repaired and maintained. Any item onboard that can be visibly seen from the exterior, in need of repair, must immediately be addressed and corrected. OWNERS' vessel shall be able to get underway under vessel's own power with her crew, and shall not create a fire hazard, eyesore, or sinking hazard. OWNER shall keep the vessel properly moored and dry within, at all times. All vessels/unit must be registered and documented as required by law. Vessels/units are NOT to be left at the marina for long periods of time without OWNER or OWNER'S designee checking on the above stated concerns. Violation of this paragraph may be subject to termination of storage agreement.**

CONTACT INFORMATION: OWNER must advise MARINA within fifteen (15) days of any change of the OWNER's address, telephone number and/or email address listed above.

DAMAGE: Any portion of a dock, dock posts, cleats, power boxes, fences, dock boxes or other fixtures destroyed by negligence or improper operation by OWNER and/or his/her guests shall be replaced at OWNERS' expense. Dock equipment shall not be painted or altered in any way.

DOCK BOXES - BOARDING STEPS: Dock boxes are available for rent from the marina. No additional dock boxes will be allowed except as individually authorized by the MARINA. Dock boxes are not chained to fence, painted or altered in any way. All locks must be removed upon termination of this Agreement. Should lock not be removed, an additional charge will be added for this service. Size of boarding steps must be approved by MARINA and stored away when not in use.

DOCK LINES: Shall be at least 3/8" nylon (or equivalent), or greater as appropriate for the size of vessel. Remember to properly secure your vessel at the dock as good lines and proper knots are the best insurance you have. This should be done in a fashion as to not damage MARINA or other property. Management reserves the right to replace bad or insufficient mooring lines and invoice the OWNER.

DOCK USES: OWNER shall use the docks and attached facilities for reasonable and typical boating activities. For safety reasons, OWNER shall keep the dock area clear. This includes all rugs, carpets, gear, tackle, and/or other obstructions. Dinghy and kayaks should be stored aboard your vessel or at designated marina storage area in which is available for an additional charge. Laundry shall not be hung on boats, docks, or piers.

Children under 12 years of age are not permitted on docks and/or ramp without a parent or responsible adult. The usage of life jackets is urged for infants, small children, and non-swimmers while near the water or upon a boat.

The use of skateboards, bicycles, scooters, etc. is not permitted on docks and MARINA property.

DRY STORAGE: Vessel owners are encouraged to remove any small appliances and electronics from boats/units in dry storage. Ladders must be left inaccessible when not in use [i.e. either chained or locked]. Sleeping on boats or units in dry storage is not permitted.

ELECTRICITY: Limited electrical usage is included in the rates for all storage vessels for use in a conservative fashion for storage purposes only. Wet slips are allotted one outlet per vessel unless otherwise authorized by MARINA management. Excessive use of power is subject additional charges (i.e. extra outlets, air conditioners, repair work, etc.). Electrical cords and electrical devices other than UL approved are strictly prohibited. Any electrical cords being used that are not "factory installed" will be subject to disconnection. MARINA does not warrant the availability of service and will not be responsible for any damage or injury due to the interruption, surges, voltage drops or lightning. Chaining or locking service cords to any electric power post to prevent unplugging is prohibited and MARINA WILL remove chain and/or locks. Please do not unplug anyone else's shore power cord to obtain power, instead, please notify MARINA for assistance. Any electrical issues with power must be reported to MARINA immediately.

EMERGENCY PERMISSION: Vessels/units will only be entered by Marina for periodic inspection, service, or in the event of an emergency. OWNER shall indemnify and hold the MARINA safe and harmless from any and all liability, injury, loss or damage caused by or resulting to OWNERS' vessel/unit due to an emergency situation. In the event of an emergency, the MARINA shall be permitted to move OWNERS' unattended vessel/unit to a safe location if possible, provided, however, that MARINA shall not be required to provide this service.

EXPLOSIVES: No fireworks are allowed on the grounds or dock at any time. Lawful firearms must be concealed and properly secured according to law. Violators will be subject to prosecution and violation may cause a FINAL NOTICE and breach under this Agreement.

FIRE: No fires, including charcoal broilers, are permitted on vessels or on the dock. Please see designated BBQ area for cooking.

FIRE EMERGENCY: Fire extinguishers can be found throughout the property at the following key places:

- a) EAST side of each dry rack for quick access by OWNERS of the EAST dock and/or dry racks
- b) WEST side dock
- c) WEST side of bathroom/common area entrance
- d) Mobile extinguisher on cart located INSIDE bathroom/common area

FISHING: Fishing is permitted for tenants and guests at the North end of each dock only and should not interfere with docking of boats, ramp use and/or tenants. Area must be kept clean and all trash must be properly disposed of. **Bait is not to be disposed of on marina property and/or trash receptacles.**

FISH CLEANING: Fish cleaning on marina property is allowed but area must be thoroughly cleaned afterwards.

FUELING: Full receptacles (gas caddy, fuel jugs, gas cans, etc.) of gas will not be permitted to be stored on site. Failure to observe this safety precaution will result in immediate eviction.

GARBAGE: Waste receptacles can be found near high traffic areas around marina. All waste must be well wrapped in paper or plastic for disposal. No loose garbage or waste permitted. The use of plastic bags will be appreciated. Dumpster is for normal daily refuse or bait only. There will be an additional charge for large items such as cushions, sails, old tanks, etc. MARINA must be contacted prior to discarding these large items.

GATE / GATE CLICKER: All OWNERS will be provided with (1) gate key or clicker upon providing a key deposit. Should OWNER find gate suspiciously open, suspicious activity or presence at the MARINA, please contact the local authorities and/or MARINA manager. Violation of this paragraph may result in eviction as the safety of the marina property, its vessels, owners and guests are of the utmost priority. Gate key replacement cost is \$25.00 and clicker replacement cost will be \$50.00.

No person may transfer or loan a key or clicker from an individual entrusted with its possession to an unauthorized person or be in unauthorized possession of a key or clicker. Keys or clickers in the possession of an unauthorized person will be confiscated.

Gate is to be opened/closed for OWNER's vehicle and/or vessel only. OWNER is NOT to be open gate for anyone including other OWNERS. Gate must be kept closed at all times unless opened for official MARINA business in which case you will see a MARINA attendant on site.

GUESTS AND VISITORS: While guests and visitors are welcome, it is the responsibility of the OWNER to inform them of our regulations. All vessel OWNERS are responsible for their own and their guest's conduct. No OWNER or guest will be permitted to cause a disturbance or annoy others. Common sense and good judgment are the rules to follow. **Guest parking is outside the marina property and at their own risk.**

No guest (non-tenant) will be allowed to launch their own vessel on marina property. At this time, ramp is for tenant use only. Some exceptions may be made but office must be contacted prior to arrival for booking information, completion of necessary paperwork and payment of fees.

GUEST DOCKAGE: MM112 PROPERTY: If OWNER and/or his/her guests desire to dock a boat other than the craft referenced in this Agreement, and dock space is available, OWNER/guest may do so by completing appropriate form and paying the current transient/daily rate to MARINA office. Guest dockage includes wet slip rental, ramp fee and the storage of (1) vehicle and trailer for the time period paid for.

HAZARDOUS MATERIALS: OWNER covenants and agrees to comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. OWNER agrees and does hereby full indemnify and shall hold MARINA absolutely harmless from any loss, damage, or expense, including reasonable attorney's fees and costs and expenses of any appeal, which MARINA may incur or suffer by reason of any claim or liability arising from OWNER'S noncompliance with applicable environmental laws and the terms of this paragraph. OWNER specifically covenants and agrees that no hazardous substances, hazardous wastes or waste byproducts, pollutants or contaminants shall be dumped in any trash receptacle, or otherwise, in, on or about the Slip or MARINA'S facilities, and that all such substances shall be , stored or disposed of in specially marked containers/areas (if available). These covenants and indemnities shall survive the expiration or termination of this Lease. Contact manna office for waste disposal information.

HOLD OVER: If the vessel/unit remains at the MARINA following the ending of this license agreement, and without limiting the rights of MARINA. OWNER will then pay the applicable transient/daily fee until the vessel/unit is removed from property.

HOLIDAY / MARINA CLOSINGS: The dry storage retrieval service and MARINA office are closed on certain holidays and such closings will be posted in common areas as well as provided with monthly statement.

HURRICANES: OWNER may not assume that the MARINA will be a safe, sheltered anchorage. MARINA, in its sole discretion, is authorized to do whatever deems appropriate and reserves the right to move the vessel at the OWNERS' risk and expense. Undertaking to move the vessel will not be deemed an assumption or responsibility for the safety, security and care of the vessel by MARINA, nor will MARINA be deemed a Bailee of the OWNER. All OWNERS must properly secure their vessels if choosing to leave vessel at marina.

INSURANCE: OWNER is responsible for fully insuring their vessel/unit and equipment against damage for theft, along with full coverage for any and all injuries to crew, passengers, or guests. In the event that OWNER, his/her crew, passengers, or guests should make a claim for any injury or loss whatsoever while moored at the MARINA docks the OWNER shall present said claim to his/her insurance carrier holding the MARINA harmless from any such claim. Insurance coverage shall be in the amount of no less than \$300,000.

INSURANCE OTHER: OWNER shall, throughout the term of this Agreement and any renewal thereof, at its own expense, keep and maintain in full force and effect general liability and protection and indemnity insurance insuring against claims of bodily injury, death, property damage, or other loss, in a coverage amount of not less than \$500,000.00. Each such policy shall list MARINA as additional insured and provide that it is not subject to cancellation or reduction in coverage except after thirty (30) days following written notice to MARINA. OWNER shall deliver to MARINA prior to the date of commencement of this Agreement and from time to time thereafter as may be reasonably requested by MARINA or Marina's mortgagee, certificates evidencing the existence of insurance in compliance with this paragraph.

LANGUAGE/BEHAVIOR: The MARINA is considered a family friendly place. Conversations which can be overheard by others in the marina containing objectionable language and/or use of profanity will not be tolerated at any time. Also, no one should feel harassed, threatened or uncomfortable due to misconduct on marina grounds. The owner is responsible for their actions like the actions of their family and guests.

LIABILITY: The MARINA assumes no responsibility for loss through fire, theft, collision, or other damage to the vessel, its contents, or other vessels and structures, or within the waterways. The MARINA assumes no responsibility for personal injury or death to the owner, his crew, family, pets, or guests anywhere on the premises or docks, whether due to negligence of MARINA or otherwise. The regulations and limitations also apply to vehicles and trailers of the OWNER, family, or guests.

LIMITATION OF RIGHTS: This Agreement grants the OWNER only a license to use the specified space and nonexclusive access to piers, docks, sidewalks, parking and other common areas of MARINA that are reasonably necessary to use the specified space. Notwithstanding anything in this Lease to the contrary, reference to Marina elsewhere in this Lease will not be construed to grant OWNER any rights to other areas of MARINA, other than as expressly set forth above.

MANATEE CREEK: **NO WAKE PLEASE!** OWNERS will be responsible for damage caused by the vessel's wake.

MEASUREMENT OF BOAT: Rates for License Agreement are based on overall length of vessel or unit (LOA), measured from tip to tip. Your vessel will be measured upon arrival and the rate will be adjusted within thirty days of your arrival.

MUSIC / NOISE: Please be considerate of others at the marina as not everyone likes the same type of music. Noise shall be minimized after 9:00 P.M. weekdays and 11:00 P.M. weekends so as to not to create a disturbance or nuisance. A repeated warning shall be considered default of contract. Loud parties or conduct will not be tolerated.

PARKING: Parking is at a premium at the MARINA and carpooling is greatly advisable. OWNERS and guests paying for boat ramp use are entitled to one parking space per boat stored or launched at the marina. Parking permits must be displayed AT ALL TIMES on vehicles rear view mirror so that the number is visible from the outside. Other guests are asked to park outside the MARINA property. Parking is at your own risk and must be at designated locations and not block any vessels, entrances, valet dock or driveways. Please be sure your vehicle and belongings are secured at all times. Should your vehicle be found with no parking permit or to be blocking any of the aforementioned areas and you are not found on site to move it, your vehicle will be towed at your expense. MARINA may limit all parking spaces and does not warrant availability of parking.

PESTS: OWNER acknowledges that the MARINA is located within a habitat that is susceptible to attracting ants, iguanas, roaches, spiders, termites, and other pests and that such pests may cause damage to vessel and items located in and around the vessel. The OWNER acknowledges the MARINA is not responsible or will be held liable for any damages to OWNER'S vessel, trailer, or items located in, on or around the vessel or to the OWNER'S personal property located at the MARINA caused directly or indirectly by pests.

PETS: Pets that are a nuisance or have a threatening demeanor will not be permitted. **All dogs will be kept on leashes and it will be the responsibility of the OWNER to ensure that all stool deposits are cleaned up and properly disposed of immediately.** Dogs should not be left unattended either aboard or tied. State law requires strict compliance with these pet regulations.

POWER WASHING: MARINA is not responsible for any damage done to the vessels gel coat, paint, boot top striping, feature striping, transom lettering or accessories caused by the power washing process.

RAFTING: Dockage fees cover mooring of **ONE** boat only, but, rafting of one smaller, legally documented tender or vessel may be permitted with **prior approval** by the MARINA provided it does not interfere with the navigation of other vessels or otherwise violates MARINA rules and regulations.

RAMP USAGE: Ramp usage is for tenant use only and for the boat listed on the license agreement. Ramp may be available to the general public for an additional fee. Management may be contacted for arrangements and is subject to availability of space. As a courtesy to fellow tenants on marina property, it is requested that all noise during launch/pull be kept at a minimum. Owners are not to leave any boats, dinghies, kayaks, etc. in ramp area.

RELOCATION: The MARINA reserves the right to move or have towed, any vessel and/or trailer at any time, at the OWNERS' expense, if the rights and privileges of other members and guests are being disrupted or OWNER'S license agreement is past due more than 30-days.

REMOVAL: We ask as a courtesy, if you should remove your vessel temporarily from the marina for any reason, please send let us know by email, phone call, text or in person. We frequently check all vessels throughout the day and should we find it missing and not know about it, we are immediately concerned. A notification from the OWNER will prevent a premature report to law enforcement.

REPAIRS: This is NOT a full-service marina. Improving and beautifying the property is one of our priorities at this time. Major repairs of such extent and nature as are normally performed at boatyard facilities, including but not limited to rebuilding or replacing engines and sanding, painting, or refinishing of any portion of the vessel, shall not be performed at or near the slip or MARINA. That being said, select service repairs performed on site and/or vessel may be authorized with prior management approval. The extent of repairs and maintenance permitted is at the sole discretion of the MARINA. If an outside contractor is to perform work on your boat, the following conditions must be met, or the contractor will not be allowed access:

- a) Boat owner must notify MARINA in advance, with the date, nature of work, estimated length of repairs, and name of who will perform work.
- b) Contractors must stop at office upon arrival and check in. Violators will be considered trespassers.
- c) Contractors must submit Proof of Commercial Liability Insurance of no less than \$1,000,000 & sign a Subcontractor Indemnification Agreement

SIGNAGE: OWNER is prohibited from displaying any commercial or "For Sale" signs on or near the vessel or marina without prior written permission of MARINA. In the event OWNER makes a bona fide sale of the vessel listed in this Agreement, storage space to the new vessel owner is not transferable.

SINKING: Should you be notified that your vessel is taking on water and is sinking, you must immediately take action to correct this damage regardless of that day and time in which you are being notified. **THE VESSEL – AT THE LATEST - MUST BE UPRIGHTED/AFLOAT WITH 24 HOURS OF BEING NOTIFIED.** This situation is a critical one and should be considered an emergency situation! Please note that you are responsible for quick, prompt action including any fees added to your invoice for our emergency intervention at the prices listed on our rates sheet. You are also responsible for paying any fines, fees, and/or unforeseen costs to any and all local, state and federal authorities for all things involved with such an occurrence, including any such fines, fees, and/or unforeseen costs placed on the Marina, it's owners, members, subcontractors, etc. as well as the Marina's, it's owners, members, subcontractors attorney fees and costs for same aforementioned incident.

SWIMMING: **NO swimming or diving will be allowed in the marina** area including docks and ramp areas. The usage of life jackets is urged for infants, small children, and non-swimmers while near the water or upon a boat.

TERMINATING YOUR MONTH TO MONTH AGREEMENT: A written notice of at least 30-days must be provided to the marina with the anticipated date of departure. You will receive your security deposit back once your final bill is settled and your parking permit and key has been turned in and area found to be in good condition. Failure to present us with a written 30-day notice will result in forfeiture of your security deposit. Your security deposit IS NOT your last month's payment – you are responsible for any partial month rent if leaving before the last day of the month.

OWNER'S LIABILITY FOR DAMAGE TO MARINA: In addition to all the other liability and obligations of OWNER to MARINA set forth above and hereafter. OWNER agrees to pay to MARINA any and all damages suffered by MARINA as a result of any damage caused to MARINA and/or Slip by OWNER, OWNER'S GUESTS or OWNERS VESSEL, including, but not limited to damage to docks, pilings, bulkhead, utility lines, and any other real or personal property in which MARINA has an interest. As used herein, damages include all damages which MARINA may suffer including, but not limited to, property damage, business interruption damage, personal injury, and any other damages, including incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of MARINA or its agents, representatives, employees, subcontractors, invitees, partners, or any other person, firm, or entity.

TERMINATION: The MARINA reserves the right to evict without prior notice anyone who in its judgment creates a disturbance, is a nuisance, or deliberately violates the rules set forth in this Agreement, including a lapse of insurance. No refund of fees or security deposit will be made in the event of such an eviction.

VESSEL USAGE: The OWNER shall provide the MARINA with written permission for other person's use of the aforementioned vessel or unit should OWNER not be present.

WATER USAGE / WASHING BOAT: Limited water usage is available on MARINA property and in a designated area. **The designated area at this time is the concrete launch pad.** Owners should bring their own hose and nozzle for their own personal use which should be stored away after use. Water conservation is important and appropriate action on behalf of OWNER must be made to ensure water is not left on by shutting off the faucet. Water use will be closely monitored by management. All leaks and/or other issues observed must be brought to management's immediate attention. Violation of this paragraph may result in additional charges and/or water usage privileges revoked.

The Department of Environmental Protection would prefer boaters avoid using detergents. However, if the boater must use a cleaning product it should be non-toxic and biodegradable and should not cause foaming in the water. All OWNERS must adhere to our Waterway Cleanliness rules found below.

WATERWAY CLEANLINESS: **The MARINA is a NO DISCHARGE ZONE. OWNER agrees to comply with State and Federal laws and regulations concerning stowage and disposal of sewage. No discharge or discarding of materials of any sort (other than clean, oil-free water) is permitted into the waters of the MARINA. Any Vessel with a toilet shall have a holding tank and shall have the valve locked in position toward the holding tank. OWNER and guests are encouraged to use marina bathroom facilities in lieu of on-board toilet facilities when at dockside. The OWNER shall be responsible for pumping out their holding tanks and shall maintain their bilges in clean condition. In the event of a discharge or spill caused by the OWNER, the OWNER shall be liable for and shall indemnify the MARINA for any cleanup costs, and for any fines or penalties, and the Marina may assess an additional fine of up to two thousand dollars (\$2,000.00). Please caution guests, particularly children of this rule.**

WEEKEND STAY: Any OWNERS, using/paying for the weekend stay option, must run their electricity via generator and not the marina's power source. Power at the marina is for STORAGE purposes only.

WET SLIP RENTAL: The rental charge is based on the length of the vessel or the length of the slip, whichever is greater. Slip is only to house vessel listed on license agreement. Slips are intended to be used by a single vessel. The slip occupancy policy shall be a vessel length of 5 feet less than the slip length to 5 feet over the slip length.



MARINA FEES

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

Payments received after the 5th 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 1st-31st

WET SLIPS / Dockage "Only"-NORTH LOCATION

- A) MONTH TO MONTH AGREEMENT (\$300.00 minimum):
\$10.00 / Foot per MO + Tax
- Includes: 1-Parking Space, Limited Electric (1-Outlet) & Water (for storage purposes), 1-Dock, Bathhouse Usage
- (Weekend Stay Option: 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 1st-31st and includes 1-Parking space, ramp & amenities.)**
- WEEKLY AGREEMENT (if available, Min: \$125/wk.):
\$3.00 / Foot per WK + Tax
- Includes: 1-Parking Space, Limited Electric (1-Outlet) & Water (for storage purposes), 1-Dock, Bathhouse Usage

DRY STORAGE

- A) NORTH LOCATION: MONTH TO MONTH AGREEMENT (\$200.00 minimum):
Vessels, Trailers, Jet Ski & Trailer or Kayak/Canoe: \$7.00 / Foot + Tax
- Includes: 1-Parking Space, Limited Electric (1-Outlet) & Water (for storage purposes) & Unlimited Ramp Use for vessel listed on license agreement only.

DAILY WET/DRY & WEEKLY DRY-NORTH LOCATION

- \$1.50 / Foot, Per Day + Tax (if available)
- Includes: 1-Parking Space, Limited Electric (1-Outlet) & Water (for storage purposes) & Unlimited Ramp Use for vessel listed on license agreement only.
(Minimum \$50.00/daily) for rentals less than 14 days.

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 |
| \$40.00 / Day | Dry Storage Tenants wishing to leave their boat in a wet slip (If available, call office FIRST) |
| \$120.00 / Hour | Emergency Water Removal or Any Emergency Attention to your Vessel (1-Hour Min Charge) |
| \$35.00 / Month | Late Payment Charge / Dry Slips / After 5 th of Each month |
| \$50.00 / Month | Late Payment Charge / Wet Slips / After 5 th of Each month |
| \$50.00 / Per Occurrence | Fee to cut lock off trailer for failure to have a copy filed securely with main office. |
| \$35.00 / Per Occurrence | Returned Check Fee |
| \$250.00 / Per Occurrence | Administrative Fee for all past due (60+ Day) & Lien Proceedings |
| \$150.00 / Per Day | Unauthorized Dockage, Per Day, boat is found to be wrongfully docked. |

Revised 03/09/2022



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

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

Credit Card Payment Authorization Form

All owners must sign and complete this form to use as a guarantee payment. You may also use it to elect auto pay each month should you choose. 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 5th of every month or as monthly auto pay debited the 1st 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. *It is OWNER's responsibility to make sure AUTO PAY is successfully drawn each month. DECLINE's are subject to late charges.*

ENROLL IN AUTO PAY

USE AS GUARANTEE OF PAYMENT

Please complete the information below:

I _____ authorize, **OCEAN BLUE MARINA**, to charge my credit card
(full name)
account indicated below for my monthly license fee on the 1st of each month (if *auto pay* is selected) and/or initial move
in charge of _____ listed on page 1 of this agreement. Also, should payment not be received by the 5th of
any given month, I authorize Ocean Blue Marina to charge the account listed below my monthly license fee with a late
charge for using this default method. This payment is for storage listed on the first page of this agreement.

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.