

OCEAN BLUE MARINA
RV GUEST STORAGE AGREEMENT FORM

Revised 04/16/2021

DIRECTIONS: **PLEASE READ OVER THIS FORM AND COMPLETE SECTION 1 ONLY.** DO NOT SIGN UNTIL STAFF HAS NOTARIZED YOUR SIGNATURE. PLEASE BRING A COPY OF ID, REGISTRATION FOR VESSEL & TRAILER AND PAYMENT IN **EXACT CASH**. NO PRE-PAYMENT NEEDED, JUST CONTACT KEY LARGO RV RENTAL AND PROVIDE THEM WITH YOUR RESERVATION NAME AND THEY WILL PENCIL YOU IN.

SECTION 1:

OWNER/GUEST NAME: _____ TODAY'S DATE: ____ / ____ / 20 ____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
PHONE: () _____
ALT. PHONE NUMBER (IN CASE OF EMERGENCY): _____

SECTION 2: **(THIS SECTION TO BE COMPLETED BY STAFF)**

2.A. STORAGE DATE(S) (FROM CHECK IN TIME TO CHECK OUT TIME ONLY & MUST BE RESERVED FOR ENTIRETY OF STAY):

____ / ____ / 20 ____ TO ____ / ____ / 20 ____

2.B. STORAGE TYPE

- | | |
|--|----------------------|
| <input type="checkbox"/> DRY (LAND) STORAGE W/ RAMP PASS (VESSEL & 1 TRAILER – UP TO 30') *NO DOCKAGE*
BREAKDOWN: _____ | AMOUNT DUE: \$ _____ |
| <input type="checkbox"/> DOCKAGE/WET SLIP (VESSEL ONLY / NOT TRAILER – UP TO 32')
BREAKDOWN: _____ | AMOUNT DUE: \$ _____ |
| <input type="checkbox"/> COMBO: DRY (LAND) STORAGE OF TRAILER, USE OF RAMP PASS & WET SLIP (UP TO 30')
BREAKDOWN: _____ | AMOUNT DUE: \$ _____ |

Note: Water and electricity on-site is for storage use only and based on availability.

2.C. OWNER/GUEST INFORMATION FOR VESSEL:

BOAT MAKE: _____	MODEL: _____	YEAR: _____	VESSEL # _____	LOA: _____
TRAILER MAKE: _____	MODEL: _____	YEAR: _____		
VEHICLE MAKE: _____	MODEL: _____	YEAR: _____	TAG# _____	STATE: _____

SECTION 3: BOAT LAUNCHING RULES & MARINA REGULATIONS:

This agreement is for recreational, short-term use for the above referenced vessel/trailer and its owner and guests ONLY. You are not permitted to allow access to any other vessel but the one listed herein. Under no circumstance is any activity such as boat/engine repair, painting, detailing, contractor access or anything along this line allowed inside the marina property and much less without written permission and returned authorization by the marina at any time. Any activity other than storage and usage of the marina property as intended for pleasure boating will result in immediate expulsion from the marina and forfeiture of your stay in any RV (if applicable) and agreement that you will also lose all monies paid for your stay and/or storage. This form will be shown to law enforcement upon removal from the property.

1. Once your agreement form is completed and payment made, DRY STORAGE guests will receive a marina gate key and a designated parking space for your vessel and/or trailer at check in. This will allow you and your vessel on a trailer to enter the property and use the boat ramp 24/7. WET SLIP guests will receive a key to docks in order to access your vessel 24/7. **I further understand storage time begins with check-in at 4:00PM and ends with check-out at 11:00AM and understand I must be out of the property at that time with no excuses.**
2. **GATES MUST BE KEPT LOCKED AT ALL TIMES.** When you are entering/exiting with your party, you cannot allow ANYONE else that is not in your group (going on YOUR listed vessel) inside for ANY reason. If someone is forcing you to do so or if someone states they are having an emergency, call 9-1-1 and then the host immediately. Drive through and lock up immediately after passing – every single time.
3. Storage usage (launch/pull & slips) valid ONLY from date(s) listed above and from check-in time (4PM) to check-out time (11AM).
4. Strip of dock (not gated) immediately adjacent to boat ramp is called the valet dock. This is a short-term dockage and a courtesy for loading and unloading and limited to 15 minutes max. Please be courteous of others needing to use the ramp.
5. You must provide your own hose for flushing engines and/or washing. Water connections are located on the perimeter. Please pull aside and DO NOT BLOCK right of way or you will be towed or booted from the marina. Again, please be courteous and pull over to a side to quickly to use the water.
6. Parking is at your own risk and only at the space assigned to you – NO EXCEPTIONS! **Vehicles are not to park inside the marina.** You will ramp your vessel, return trailer to your designated space, disconnect and park back outside in the parking lot or you and your connected trailer will be towed AT YOUR EXPENSE. You must not block any vessels, entrances, valet dock, driveways or park inside the marina or you are understanding and agreeing to be towed AT YOUR EXPENSE.
7. NO swimming or open fires are allowed in any portion of the marina, RV's, it's dock and/or ramp areas.
8. Fishing (with required license) and fish cleaning must be neatly conducted in the area adjacent to the creek. Do not dispose of carcasses in the water – bag it and throw inside the dumpster. Whole bait can be thrown in the creek. Throwing carcasses or bait “unbagged” in dumpster will result in immediate removal from marina.
9. Marina must be kept clean at all times and all trash properly disposed of.
10. Do not unplug any electrical outlet and/or water in use. Find an available one that is available.
11. No pets allowed inside the marina.
12. Keep off other vessels and private property.
13. Children and non-swimmers must not be left unattended at any time and must have life jackets on AT ALL TIMES.
14. Docks must be free and clear of all obstructions. All personal property must be kept on your boat whether you are docked at a wet slip or on land. NO TRAPS ALLOWED ON SITE.
15. No discharge of bilge water that contains oil, fuel, or other fluids that provide a sheen upon marina waters.
16. There can be no parties. Also, NO loud noises and/or music after 10:00PM to 7:00AM.
17. In this marina everyone is like family – it's neat, organized, quiet and everyone is respectful. Any behavior deemed to be offensive, dangerous or inappropriate will result in immediate removal from the marina.
18. **This agreement may be terminated at any time with no refund given if any rules above are violated any/or any altercation, illegal activity is found to have occurred on the marina property. YOU MUST EXIT THE PROPERTY WITH YOUR VESSEL/TRAILER IMMEDIATELY AFTER BEING NOTIFIED OF SAID TERMINATION.**

SECTION 4: INDEMNIFICATION CLAUSES:

The OWNER/GUEST, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. 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/GUEST and the vessel or unit, damage to the vessel or unit, its engines, equipment, and appurtenances, damages to OWNER/GUEST 's property, and injury to OWNER/GUEST, 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 BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. facilities, whether or not such loss, suit, damage or claim is based upon the negligence of BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. 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 BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC., 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 BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC.

The OWNER/GUEST, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. 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/GUEST and the vessel or unit, damage to the vessel or unit, its engines, equipment, and appurtenances, damages to OWNER/GUEST 's property, and injury to OWNER/GUEST, its family, and/or crew, guests, contractors, agents, invitees, and/or employees, whether based on the failure of or alleged insufficiency in BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. '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 BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. facilities, whether or not such loss, suit, damage or claim is based upon negligence of the BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC., alleged breaches of warranty by BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC., 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 BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. OWNER is entering into this license agreement with full knowledge and acceptance of the limitations on the BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. 's firefighting capabilities, first aid capabilities, security provisions and other such provisions and equipment.

The OWNER/GUEST, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. 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/GUEST and the vessel or unit based on or related to the OWNER/GUEST '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 BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. facilities, whether or not such loss, suit, damage or claim is based upon negligence of BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. , but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. In the event that legal action against BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. is initiated based on the OWNER/GUEST '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 BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. and agrees to pay to the BLUE KAI, LLC. AND OCEAN BLUE MARINA, LLC. all costs of defending the legal action, including reasonable attorney's fees and expert witness costs, should any such legal action be initiated.

I HAVE READ, VERY CAREFULLY, THE ABOVE REFERENCED BOAT LAUNCHING RULES, MARINA REGULATIONS AND INDEMNIFICATION CLAUSES AND AGREE TO ABIDE BY THESE TERMS AND CONIDITIONS. I AGREE TO USE THE STORAGE PROVIDED TO ME AND PROPERTY PRIVELEDGES AS AGREED AND AT MY OWN RISK.

Executed on this ____ day of _____ 20 ____.

By: _____

OWNER / GUEST SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this before me this ____ day of _____, 20____, by _____ (OWNER / GUEST name).

(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 _____