



1. **LEASE OF BOAT SLIP:** Company hereby leases to Boat Owner and Boat Owner leases from Company the boat slip located in the Marina and designated in the upper right hand corner of the first page of this Agreement, and allows Boat Owner to occupy this boat slip for the sole purpose of docking the above-described Boat for the duration of this Agreement, and for the permitted uses as set forth in section 2 below. This Agreement is for the use of space only and such space is to be used at the sole risk of Boat Owner at all times. Boat Owner shall be solely responsible for the safety, care and protection of the Boat, along with any and all gear, equipment and appurtenances at all times, and Company shall not be liable for such safety, care or protection under any circumstances.

2. **PERMITTED USES:** Boat Owner shall use the Boat Slip for the dockage of the above-described Boat only. If Boat Owner desires to dock a boat other than referenced above, Boat Owner must complete a new agreement. Boat Owner shall follow and be responsible for instructing all guests to follow the Rules and Regulations. This Agreement is for the rental of the Boat Slip only. There is no agreement to create a bailment of the Boat, nor do the parties intend to create a bailment for the Boat. There is neither temporary nor permanent domain or control exercised over the Boat by Company. All slips, other than those explicitly designated as commercial by Marina Operations, are non-commercial slips. Activity including, but not limited to: soliciting, advertising, transferring of passengers, fish cleaning, business recruiting, and signage are strictly prohibited in these non-commercial slips. The chartering of boats, booking of trips, or acting as an agent for vessels is strictly prohibited. Any violations of the above policies in Marina Operation's sole and absolute discretion may result in immediate termination of the boat owner's slip rental and forfeiture of all deposits.

3. **RELOCATION:** Company shall have the exclusive right, in Company's sole and absolute discretion, to relocate Boat Owner's Boat to another boat slip within the Marina to accommodate Company's need for the Boat Slip for any reason whatsoever. Company shall use reasonable efforts to provide notice and minimize disruption and inconvenience to Boat Owner during any relocation. However, the failure to provide notice shall not be a breach of this Agreement nor shall it inhibit Company's right to relocate Boat Owner's Boat. If the relocation shall be for a period of more than thirty (30) days, Boat Owner shall have the right to cancel this Agreement if it does not approve of the boat slip to which the Boat is to be relocated. To be effective, Boat Owner must deliver written notice of cancellation to Company within thirty (30) days of Company's notice to Boat Owner of the relocation. The cancellation of this Agreement pursuant to this provision shall not relieve Boat Owner of any obligations accrued up to the effective date of cancellation.

**4. DURATION OF BOAT DOCKAGE AGREEMENT: (check the applicable box)**

**ANNUAL (12 months) -**

The term of this Agreement shall be for 12 months beginning with the date first above written in the upper left hand corner of the first page of this Agreement. Upon the expiration of the 12 months, this Agreement shall automatically renew for an additional 12 month term unless otherwise earlier terminated in accordance with this Agreement. After the initial one year term, this Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice. Notice of intent to terminate this Agreement by Company shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Boat Owner to Company shall be delivered to the Company's offices at the address specified on page 5 of this Agreement.

**SEASONAL (3+ months)**

The term of this Agreement shall be for 3 months beginning with the date first above written in the upper left hand corner of the first page of this Agreement. Upon the expiration of the 3 months, this Agreement shall automatically renew for an additional thirty (30) day term unless otherwise earlier terminated in accordance with this Agreement. After the initial 3 month term, this Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice. Notice of intent to terminate this Agreement by Company shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Boat Owner to Company shall be delivered to the Company's offices at the address specified on page 5 of this Agreement.

**MONTHLY (1 Month)**

The term of this Agreement shall be for thirty (30) days beginning with the date first above written in the upper left hand corner of the first page of this Agreement. Upon the termination of each thirty (30) day term, this Agreement shall automatically renew for an additional thirty (30) day term unless otherwise earlier terminated in accordance with this Agreement. After the initial thirty (30) day term, this Agreement may be terminated by either party, with or without cause, upon fifteen (15) days prior written notice. Notice of intent to terminate this Agreement by Company shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Boat Owner to Company shall be delivered to the Company's offices at the address specified on page 5 of this Agreement.

5. **MONTHLY BOAT DOCKAGE RENTAL FEE ("FEE"):** Boat Owner shall pay to the Company, for the use of the above-described Boat Slip, together with the utilities and services provided by the Company, the Fee as set forth in the attached Marina Rate of the Company on or before the tenth (10th) day each month without notice or demand. Upon the execution of this Agreement, Boat Owner shall be required to pay to the Company the Fee for the first month of the term of this Agreement and, in case this Agreement is for an annual term, the Fee for the last two months of the term of this Agreement. The Fee collected for the last two months shall be applied to the last two months' Fees due under this Agreement. The Fee for the last two months collected pursuant to this paragraph shall not bear interest. It is agreed that the Fee may be changed periodically at the sole discretion of the Company. Prior to the implementing any such changes in the Fee, the Company shall provide the Boat Owner with thirty (30) days written notice to be sent First Class Mail to the address stated above for such notice. Notice of rate changes shall also be posted in a conspicuous place in the Dockmaster's Office thirty (30) days in advance of the effective date of the rate change. Failure of the Boat Owner to receive notice of rate changes shall not be a defense to the validity and collectability of the changed fee.

6. **MAXIMUM OVERALL BOAT LENGTH POLICY:** Boat length is defined as the overall length and includes any bow or stern pulpits, bowsprits, dinghies, davits or outboard motors. This includes any attachment that affects the overall length of the boat itself. Vessel length is restricted to 5 feet over the published slip length established by the Marina.
7. **RETURNED CHECKS:** Boat Owner shall pay the Company a charge of 5% of the face value of the check or \$30.00, whichever is greater, for each check that is returned to the Company unpaid and any late charges, if applicable.
8. **LATE PAYMENT CHARGE:** Boat Owner shall pay to the Company a charge of \$50.00 if Boat Owner fails to pay the Fee as set forth in "Dockage Rental Fee" on or before 10<sup>th</sup> day of each month. The foregoing fee is not a penalty but is to recompense the Company's administrative costs due to the failure of Boat Owner to make timely payment.
9. **NON-JUDICIAL SALE:** In the event that Boat Owner does not pay the Fee on time and in full, the Company retains its right to exercise the provisions for a non-judicial sale of Boat Owner's boat as provided for in the Florida Statutes and any other statutory remedy, in addition to all other remedies set forth in this Agreement.
10. **DEFAULT:** Boat Owner shall pay the Dockage Fee on a timely basis. Failure to do so shall constitute a default of this Agreement and the Company may terminate this Agreement and exercise any of the remedies available in this Agreement or as provided by law. Nothing in this Agreement shall be construed as mandating the Company to waive its right for timely payment, nor shall the exercise of any provisions of this Agreement waive the Company's right to demand timely payment in the future.
11. **LIEN:** The Company shall have a lien against the Boat, its appurtenances and contents for sums for dockage and rental, services provided to the Boat, injury or damage caused or contributed to or by the Boat or Boat Owner, including but not limited to damage to pier, piling, docks, wharfs, personal injury, damage to other boats or vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collision, fire, or other losses.
12. **SECURITY DEPOSIT:** Company acknowledges receipt of the Security Deposit stated on the first page of this Agreement from Boat Owner as security by Boat Owner for the performance of this Agreement. Company may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Fees or other sum as to which Boat Owner is in default or for any sum Company may expend or be required to expend by reason of Boat Owner's default including, but not limited to, attorney's fees and any damages to the Marina resulting from any act or omission by Boat Owner or its agents, invitees or licensees. If Boat Owner complies with all of the terms of this Agreement, the Security Deposit shall be returned to Boat Owner within forty-five (45) days after possession of the Boat Slip is returned to Company. Boat Owner agrees that Company shall be entitled to any interest paid on the Security Deposit to offset its administrative expenses incurred in maintaining the Security Deposit. Company shall not be responsible to place the Security Deposit in any separate account or in any escrow or trust account, and the Security Deposit may be commingled with other funds or accounts of Company.
13. **RULES AND REGULATIONS:** The Rules and Regulations are expressly incorporated into this Agreement by reference herein. Boat Owner agrees to follow and comply with the Rules and Regulations and is solely responsible for ensuring that any and all invitees or guests of Boat Owner abide the Rules and Regulations. Violation of any of the Rules and Regulations may result in the immediate termination of this Agreement in the sole discretion of the Company. In the event of any conflict between the Rules and Regulations and this Agreement, the provisions of this Agreement shall control. The Rules and Regulations are subject to change as determined in the sole discretion of the Company, without notice. The current Rules and Regulations are available to the Boat Owner at the office of the Marina Dockmaster and are posted on the Website of the Company. It shall be the responsibility of the Boat Owner to obtain and follow the current Rules and Regulations.
14. **REMOVAL AND STORAGE OF BOAT:** In the event the Company terminates this Agreement, it is agreed that the Company may remove the Boat to a storage site without incurring any liability to Boat Owner. Charges for storage of the boat will be at the daily transient dockage rate then in effect. Boat Owner is responsible for paying all reasonable expenses incurred by the Company in removing the Boat and property from the Boat Slip.
- A. **NOTICE:** Boat Owner will be given written notice by First Class Mail fifteen (15) days prior to the scheduled date for removal, sent to the address stated above for such notice.
- B. **LEASE OF BOAT SLIP:** The Company reserves the right to lease the vacated Boat Slip described above to another Boat Owner without incurring any liability.
15. **LIMITATION OF COMPANY'S LIABILITY: THE BOAT SLIP IS TO BE USED AT BOAT OWNER'S SOLE RISK. COMPANY SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE BOAT, INCLUDING HER GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE BOAT, HER GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, COMPANY'S NEGLIGENCE. BOAT OWNER HAS EXAMINED THE MARINA AND THE BOAT SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE MARINA AND BOAT SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF HIS BOAT. BOAT OWNER IS RESPONSIBLE FOR DAMAGE TO OTHER BOATS, BUILDINGS, FENCES,**

**DOCK STRUCTURES AND PILINGS CAUSED BY THE BOAT, BOAT OWNER, HIS OR HER GUESTS, EMPLOYEES, INVITEES OR AGENTS, OR COMPANY, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE BOAT OWNER.**

**16. INDEMNITY OF COMPANY:** BOAT OWNER, FOR ITSELF AND ITS GUESTS, INVITEES, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD COMPANY AND COMPANY'S EMPLOYEES AND AGENTS HARMLESS FROM: (I) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE BOAT, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON, INCLUDING COMPANY EQUIPMENT FAILURE; (II) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE BOAT; AND (III) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF BOAT OWNER'S USE OF THE BOAT AND THE MARINA FACILITIES, THE PRESENCE OF BOAT OWNER'S BOAT, CAR OR PERSONAL PROPERTY AT THE MARINA, OR THE MOVING OF THE BOAT, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS THE RESULT OF COMPANY'S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. BOAT OWNER'S INDEMNITY, HOLD HARMLESS, AND DEFENSE OBLIGATIONS SHALL APPLY EVEN IN INSTANCES WHERE LESSOR OR ANY THIRD-PARTY IS NEGLIGENT.

**17. DISCLAIMER.** COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, AND BOAT OWNER, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES COMPANY FROM ANY AND ALL LIABILITY ARISING OUT OF ANY CLAIMED IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE MARINA ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF BOAT OWNER, ALL EXPENSES INCURRED BY COMPANY TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY OWNER ON COMPANY'S DEMAND.

**18. INSURANCE:** Boat Owner shall maintain in force, throughout the term of this Agreement, a comprehensive general liability insurance policy upon the Boat with minimum coverage amounts of One Million Dollars (\$1,000,000); and a fire and casualty insurance policy with coverage at full replacement value of the Boat. Boat Owner shall furnish evidence of such insurance to Company prior to the execution of this Agreement. It is expressly agreed by Boat Owner that the Company is not and shall not be construed to be an insurer of Boat Owner's property loss or property damage to the boat, its motor, accessories or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Boat Owner waives his insurer's right of subrogation against the Company and its employees.

**19. AMENDMENTS:** Company reserves the right to alter or amend the terms and conditions of this Agreement from time to time by written notice sent by First Class Mail to the address indicated above for such notice thirty (30) days prior to the effective day of said amendment.

**20. ASSIGNMENT AND SUBLETTING:** This Agreement cannot be transferred, sold, assigned or subleased without the prior written permission of the Company. In the event Boat Owner sells the Boat, the Company shall not be obligated to execute a new Agreement with the new Boat Owner.

**21. VENUE:** Venue for any action arising under or relating to this Agreement shall be in the court of appropriate jurisdiction for Sarasota County, Florida.

**22. NOTICE:** Provisions of this Agreement providing for notice by First Class Mail shall be satisfied the notice is returned and said notice is posted on the Boat Owner's boat.

**23. WAIVER.** No waiver by any party of another party's breach of any term, covenant or condition contained in this agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this agreement.

**24. ADMIRALTY AND MARITIME DOCK AND DRY STORAGE AGREEMENT:** This is an Admiralty and Maritime Dock and Dry Storage Rental Agreement under the General Maritime Laws, Statutes, and Code of the United States of America. Therefore, this Agreement does not nor shall it be construed to create a tenancy under Chapter 83, Florida Statutes. The parties agree that this Boat Dockage Agreement does not constitute and shall not be construed as a residential tenancy.

**25. ENFORCEMENT/ATTORNEYS FEES:** Company may enforce this Agreement through any of the remedial provisions contained herein in addition to any other legal or equitable remedies available to it at law or in equity. Company shall be entitled to recover all expenses, costs and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings.

**26. SEVERABILITY.** Each part of this Agreement is intended to be severable. If any term, covenant, condition or provision of this Agreement is unlawful, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall remain in full force and effect and shall be binding upon the parties.

**27. ATTORNEYS' FEES.** If any proceeding is brought to enforce this Agreement, the losing party shall pay all costs and attorneys' fees of the prevailing party (including related bankruptcy and appellate proceedings).

**28. SEVERE WEATHER AND OTHER EMERGENCIES:** Company expects Boat Owner to have made suitable arrangements for safe sheltered anchorage during severe weather, including but not limited to tropical storms or hurricanes, and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that Company's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Company, in its sole discretion, reserves the right, but not the responsibility, to move or evacuate the Boat or take such other actions as Company deems appropriate at Boat Owner's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE BOAT SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE BOAT BY COMPANY. COMPANY SHALL NOT BE DEEMED A BAILEE OF THE BOAT. Boat Owner agrees to reimburse Company for any and all costs it incurs on Boat Owner's behalf in emergency situations.

**29. BOAT OWNER'S MAINTENANCE AND RELATED OBLIGATIONS:** Boat Owner warrants and represents that at all times during the term of this Agreement, the Boat shall be maintained in a safe and seaworthy condition by Boat Owner and shall be operated in a careful and safe manner so as not to cause damage to Company's facilities, or to any other property, vessels or persons. At all times, the Boat will be equipped with a fully functioning battery turn-off switch. In the event that Boat Owner or other authorized person is unavailable, or is available but refuses to act, and if the Boat is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to Company's facilities or to any other property or person by reason of any unsafe or un-seaworthy condition of the Boat or otherwise, Boat Owner authorizes Company to take appropriate actions as Company shall determine in its sole discretion, including without limitation, making repairs to the Boat or removing the Boat from the Marina, at Boat Owner's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. Boat Owner agrees to be bound by Company's actions and to be fully and solely responsible for all expenses and liability incurred thereof. BOAT OWNER AGREES FURTHER THAT COMPANY SHALL HAVE THE RIGHT, BUT NOT THE RESPONSIBILITY, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN COMPANY'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF COMPANY TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF COMPANY FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

**30. SECURITY OF THE BOAT:** Company assumes no responsibility for and shall not be liable for the care, protection and security of the Boat. Use of the Boat Slip or any other Marina facilities is at the sole risk of Boat Owner. Boat Owner acknowledges and agrees that Company shall not be liable to Boat Owner by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Boat, whether on land or by water.

**31. HOLDOVER:** In the event Boat Owner remains in occupancy of a boat slip or storage area beyond the expiration or earlier termination or cancellation of this Agreement, Boat Owner shall be liable to Company as damages, in addition to all other charges due under this Agreement, a daily charge equal to two times the fee payable to Company pursuant to the then current Marina Rate Schedule.

**32. MISCELLANEOUS:** Where required by the context of this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include any other appropriate genders. Which party prepared or was responsible for preparing this Agreement shall have no bearing on its construction. This Agreement, including the Marina Rate Schedule and Rules and Regulations constitutes the entire Agreement between the parties.

**33. WAIVER OF RIGHT TO JURY TRIAL:** Each party to this Agreement waives the right to a trial by jury of any matters arising under or relating to this Agreement or any instruments executed pursuant to this Agreement

**34. BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

In witness of this Agreement, the parties have signed it below on the dates set forth below their respective signatures.

\_\_\_\_\_  
BOAT OWNER or Agent

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BOAT OWNER or Agent

\_\_\_\_\_  
DATE

**JACK GRAHAM, INC. d/b/a MARINA OPERATIONS ("Company")  
#2 Marina Plaza - Sarasota, Florida 34236  
941-955-9488(p) / 941-955-8001(f)**

By:\_\_\_\_\_

Date:\_\_\_\_\_

## MARINA RULES AND REGULATIONS

### **1. DOCKAGE CHARGES & USE**

- a. All boats must be registered upon arrival and receive assignment to a berth or slip.
- b. Boat Owners must provide a current federal documentation or state registration for all boats berthed in the Marina, and be listed as a legal owner.
- c. Dockage charges will be calculated by multiplying the appropriate dockage rate by the measured length of the vessel or by the slip length, whichever is greater.
- d. Boat Owners may not sublease or permit boats owned by others in their slip.
- e. Boat slips may not be transferred to the new owner of the boat registered in this Agreement.
- f. Only Boat Owners occupying docks designated as such by the Company may be allowed to live on-board their boats. The Company shall designate docks as eligible for live-on-board privileges in its sole and absolute discretion. Only Boat Owners, their immediate family or employees may live on-board the boat docked in such designated docks. Boat Owners are not permitted to rent the boat to other persons to live on-board.
- g. Boats berthed in the Marina and the Boat Slip occupied by the Boat must be kept in a safe, clean and slightly condition.
- h. Repair and maintenance of dock facilities shall be performed by the Marina only. Alterations/additions to dock facilities must be approved by the Marina.
- i. The extent of boat repairs and maintenance at dockside is at the discretion of the Marina. Repair projects must be authorized by the Marina prior to starting the work and major repairs are not permitted. There shall be no engine replacement or painting of boats in the Marina.
- j. The Marina reserves the right to use any boat slips during the temporary absence of a boat without setoff against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
- k. Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying, while so engaged, a slip designated for commercial use.
- l. Owner agrees to comply with any and all City ordinances and State and Federal law and regulations concerning the stowage and disposal of human waste. All holding tank valves shall be set to direct waste water into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharge into Marina waters.
- m. Transfer, changing, or moving of vessels between slips is not allowed except by prior written concurrence of Marina. To assure slip availability upon return, Owner agrees to notify Marina in writing, before departure, of the date and expected time of return and to confirm 48 hours prior to return.
- n. Marina reserves the right to terminate any agreement for berthing facilities or move a vessel without notice.
- o. Only vessels in good and seaworthy condition will be admitted. All vessel owners or captains must report, by radio, or in person, to the marina office upon arrival for registration and slip assignment.
- p. Owner's vessel shall be registered or documented, marked and maintained as required by law and safe practices.
- q. Owner's vessel shall be subject to an initial and subsequent inspections by Marina or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance, including but not limited to: operational engine(s); size, condition, number and length of dock lines; cleats; adequate tendering to protect Marina's docks; condition and appearance of exterior portion of vessel; odor; condition of bilges and bilge pump(s), condition of fuel tanks, marina head facilities and plumbing, etc.
- r. All vessels must have adequate electrical or mechanical, permanently installed bilge pumps in constant state of readiness. Switches should be labeled and placed where they can be readily seen, preferably near the helm.

- s. Marina will attempt to honor Owner's preference for slip assignment consistent with Marina's need to match vessels to slips of an appropriate size. Owner agrees to move, at Marina's request, his/her other vessel to a slip with similar services.
- t. Boat Owners leaving for an extended cruise (more than 72 hours) will so notify the Marina office. The Marina management reserves the right to rent all boat slips when so vacant without set off against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
- u. For overnight dock users only ("Transient Dockers") dockage day starts at 7:00 a.m. Any vessel docked prior to 7:00 a.m. will be charged dockage for the previous day. Check out time shall be 11:00 a.m. Any vessel that occupies a boat slip after 11:00 a.m. shall be charged for the following day.
- v. Owner or his/her representative remains responsible for the operation and berthing of his/her vessel within the approach channel and waters of the Marina. When Owner's vessel enters the Harbor, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered. Vessels entering or leaving the Harbor under emergency shall be reported immediately by Owner to the Marina using VHF Channel 16 or best means available.
- w. Except in an emergency, when entering and leaving, the Owner's vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with a designated "Manatee Zone."
- x. Owner agrees to operate his vessel in waters of the Harbor without creating a disturbing wake. Owner creating a disturbing wake is responsible for resulting injury to people and damage to other boats and Marina's docks and facilities.
- y. As an additional remedy for enforcement of rents, Owner hereby authorizes Marina to sell the vessel at a non-judicial sale in the event of non-payment of rent and service fees for a period of six months in accordance with the provisions of Section 328.17, Florida Statutes.
- z. Small craft belonging to Owner's vessel and normally capable of stowage aboard are considered tenders or skiffs and shall be stored on board larger vessels when possible and in any event shall be secured within the leased space of the assigned slip, but not on the dock or finger pier.

## 2. **CONDUCT**

- a. All artificial noise making devices, including, but not limited to: bird callers, squawkers, and deterrents must be approved by the Marina. Marina may grant or deny in its sole and absolute discretion. If not approved, the artificial noise maker(s) must be removed or deactivated.
- b. Boat Owners, their Crew and Guests are cautioned to be considerate of others. Behavior or conduct that the Marina in its sole and absolute discretion determines might injure another party, cause damage to property or disturb other tenants may lead to termination of this Agreement by the Marina.
- c. Owner and Owner's guest, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.
- d. Owner and Owner's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.
- e. Boats shall conform to all federal and state regulations concerning boat safety devices and equipment.
- f. Notices or signs are not permitted to be displayed on Marina dock areas, buildings or grounds without Marina approval.
- g. Wildlife may not be fed from boats or Marina dock areas.
- h. Fishing and netting are prohibited from Marina dock areas. Use of harpoons or spears is prohibited in the Marina.
- i. Recreational swimming is prohibited in the waters of the Marina. Small boats or dinghies are not permitted to be stored or operated under Marina dock areas.
- j. Boat Owners that are issued Marina shower and restroom keys upon payment of the current deposit amount must comply with the Marina's key policy. Such shower and restroom keys are property of Marina and may not be sold or otherwise transferred to another person.

- k. Boat Owners are required to maintain mooring lines and bilge pumps in good working condition at all times. During Hurricane Season from June 1 to November 30 each year Boat Owners shall take all necessary and prudent measures to prevent damage, which may include, but not be limited to, maintaining double mooring lines. In the event of a significant storm for which Boat Owner has failed, in the Company's reasonable judgment, to take reasonable safety precautions, the Company reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Boat Owner. **THE COMPANY SHALL NOT BE LIABLE FOR THE EXERCISE OR NON-EXERCISE OF ITS OPTION OR ANY DAMAGES CAUSED THEREBY, INCLUDING, BUT NOT LIMITED TO DAMAGES CAUSED BY THE NEGLIGENCE OF THE COMPANY.**
- l. The City of Sarasota leash law applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not a nuisance. Owners are responsible for any and all actions of their pets. Boat Owner's Registration/Boat Dockage Agreement may be terminated by Marina if Owner's pet, or the pet of Owner's guest, creates a nuisance. Examples of nuisance behavior include but are not limited to: toileting on Marina property or on the property of others, (unless Owner removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land.
- m. Rigging shall be secured to prevent undue noise.
- n. Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.
- o. Security gates and restroom doors are to be kept closed and locked at all times.
- p. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.
- q. Bicycle, motorcycles, motor bike, moped and motor scooter riding, skating and skate boarding on the docks is prohibited. Motorcycles motorbikes, mopeds and motor scooters may not be stored on the docks.
- r. Marina and Owner and Owner's guest alone may use the shore side toilets and laundry facilities, except for the facilities attached to the Marina Office designated for use by the general public.
- s. Possession of contraband and prohibited items are substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "Zero Tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Registration/Boat Dockage Agreement prior to final legal disposition.

### **3. CONTRACTORS & BROKERAGE**

- a. Owner agrees to only use contractors, brokers, or service personnel who register at the Marina Office and produce proof of insurance (\$1M commercial liability) and professional business license prior to working on any vessel in the marina.
- b. "For Sale" signs are limited to 3 per vessel and must be approved by Dockmaster. Signs are limited to 18" X 24" in size and must be fastened to vessel. No signs are permitted to be displayed on the dock, pier, dockbox, pedestal, or other dock fixtures. Prospective buyers are guests of the marina and must be accompanied by boat owner or registered contractor/broker.

### **4. FIRES, FUELING, AND DANGEROUS CONDITIONS**

- a. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard.
- b. The fueling of vessels is permitted only at the Marina fuel docks. Owner will be correct immediately any dangerous or hazardous condition on his/her vessel, or caused by his/her vessel, upon notice of such condition. Boats must receive fuel from the fuel service dock. No fuel will be pumped or transferred from boats to containers on dock areas.

### **5. INSURANCE**

- a. Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in the marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Owner



acknowledges that he/she has been advised that the Marina makes no representation or warranty offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Owner agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Owner's vessel in Marina. Owner has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon.

- b. The Marina's Liability Insurance Policy requires all contractors working on boats at these facilities to be licensed and properly insured. Boat Owners are not permitted to provide access to private contractors that do not meet these requirements.

## **6. PARKING**

- a. All motor vehicles and trailers parked in Marina lots must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition. This Agreement confers no right to park motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property.

## **7. STORAGE ON DOCKS**

- a. Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Owner or Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Owner's expense.
- b. Dock boxes shall be furnished by the Marina, and Boat Owners shall not be permitted to install or retain their own unless written permission is given by the Company.

## **8. ELECTRICITY**

- a. Dockage fees and electrical and other services fees shall be paid in advance.
- b. Owner will contract only with Marina for pier-side services including but not limited to electricity, cable television and water. Owner may use his/her own satellite dish, so long as it is mounted on Owner's vessel.
- c. Owner will be billed, and will pay in advance, for electricity at the rate established for the power Owner requests. If Owner's vessel is found at any time to be connected to Marina's electric service for which he/she has not paid in advance at the appropriate rate, Owner will be charged in arrears for the entire month at the next billing. If actual service hook-up is noted to be at a higher-than-contracted amperage/voltage rate, at any time during the month (eg. 50 amp/208 volt service hook-up vs. 30/110 contracted), the higher rate will be charged for the entire current month and for subsequent months so long as the hook-up to the higher service continues. Such charges at the higher rate will be the monthly charge, not pro-rated.
- d. UL-approved cords required. Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weather proof covers in serviceable condition.
- e. Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results or damage therefrom.
- f. Boat Owners must use marine grade shore power cords for electrical service connections at Marina utility centers. Both water hoses and power cords shall not run across Marina dock areas.

## **9. WATER**

- a. Marina provides access to fresh water, but prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel.
- b. Owner agrees to disconnect all water hoses when he/she will be absent from the boat. Marina may disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of such action.

- c. Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
- d. Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Marina is not responsible for damages or loss resulting from power failure.

10. **WASTE DISPOSAL.**

- a. Owner will ensure that all trash and garbage is placed into designated receptacles.
- b. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
- c. Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to owner if Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond or inside the confines of the Marina.
- d. Fish remains must be disposed of properly in the dumpster in the outer parking lot or in offshore waters in accordance with federal and state regulations.
- e. An oil recycling container is provided by the Marina for oil, including diesel fuel, and oil filters. Gasoline may not be placed in the recycling container. Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous materials and agrees not to place them in the Marina trash containers or oil recycling igloos.
- f. The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited and Boat Owner shall be liable for any such discharge. All permanently installed sewage systems must meet current federal and state regulations, or must be locked off while the vessel is docked. Boat Owners must place all trash and garbage in the commercial containers located at the Marina.

11. **VIOLATIONS**

- a. Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, agents or guest that might annoy or injure others persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of Owner and his/her vessel from the Marina.

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BOAT OWNER

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DATE

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BOAT OWNER

\_\_\_\_\_  
DATE