



SEA LOVE BOAT WORKS, INC.  
4877 FRONT STREET  
PONCE INLET, FL 32127  
Phone: (386)761-5434 - Fax: (386)760-4210  
sealoveboatworks@gmail.com

## New License Checklist

- Signed License Agreement
- Signed Rules and Regulations
- Indemnification and Hold Harmless Agreement
- First Month Rent or Annual Payment
- Signed Credit Card Authorization
- Email Address: \_\_\_\_\_
- Copy of Owner's Driver License
- Copy of Registration and/or Documentation
- Contractor Work Authorization Form
- Hurricane Rate Schedule
- Copy of Insurance Certificate with a minimum policy amount of \$500,000 marine liability is required. Please add the following as additionally insured on your policy: **Sea Love Boat Works, Inc & Blue Water Realty Advisors, LLC**. Certificates may be faxed to Sea Love at: 386-760-4210 or emailed to: Info@Sealoveboatworks.com



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**READ THIS AGREEMENT BEFORE YOU SIGN IT. PLEASE COMPLETE IN FULL.**

### SLIP LICENSE AGREEMENT

THIS SLIP LICENSE AGREEMENT (this "Agreement") is entered into by and between Sea Love Boat Works, Inc. a Florida Corporation located at 4877 Front St., Ponce Inlet, Florida 32127 (the "Marina"), and the undersigned ("Owner", and together with the Marina, the "Parties") as owner of the boat, more particularly identified under Boat Information, including, without limitation, any rigging, engines, appurtenances and contents stored thereon (collectively, the "Boat"), subject to the following terms and conditions. This Agreement contains important terms, including terms limiting or exonerating the Marina from certain liability. **BY SIGNING THIS AGREEMENT BELOW, THE OWNER ATTESTS THAT HE/SHE HAS READ THIS AGREEMENT IN ITS ENTIRETY, AND THAT HE/SHE UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS.** This Agreement does not become effective until signed by both Parties.

# Sea Love Boat Works

## GENERAL INFORMATION

Term:	Commencement Date:	Expiration Date:
Slip:	Slip Size:	Credit Card #:
Account #:		

### CHARGES

### PAYMENT PLAN AND PAYMENT DUE DATES

<p style="text-align: center;">Dockage Priced in Dollars Per Foot</p> <p>Dockage Fee (yearly): \$ _____</p> <p>Dockage Fee (Monthly): \$ _____</p> <p>Security Deposit: \$ _____</p> <p>Electrical Fee: Separately billed and charged monthly with a minimum flat rate of \$30.00 per month.</p> <p>\$30.00 – 20A      \$60.00 – 30A      \$90.00 - 50A</p> <p>Live-aboard Fee: _____</p> <p>Tax: _____%</p>	<p>Due Date:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Dockage Fee Payment:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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## OWNER INFORMATION

Owner's Name:	E-mail:
If Owner is an entity, the name of registered agent:	
Mailing Address:	
Primary Phone:	Secondary Phone:
Billing Address:	
Business Name & Address:	
Emergency Contact:	Phone:

## BOAT INFORMATION

Boat Name:	Boat Make:	Boat Model:
Year:	Overall Length:	Beam:
Sailboat:    Y: <input type="checkbox"/> N: <input type="checkbox"/>	Draft:	Home Port:
Boat Power Type:	Hull ID:	
USCG Identification #:	State Registration #:	

## INSURANCE INFORMATION

Insurance Company:	Policy #:
Expiration Date:	Agent Name:
	Agent Phone:

**1. Grant of Slip License/Term.** Marina grants a non-exclusive, personal, revocable and unassignable license to Owner for use of the boat slip designated above (the "Slip"). The term of this Agreement shall begin on the earlier of the Commencement Date or the date that the Owner is permitted to occupy the Slip and shall continue to the Expiration Date, unless earlier terminated in accordance herewith.

**2. License Fees.**

(a) Dockage fees and applicable sales tax (the "Dockage Fee") are to be paid in advance by Owner without deduction or offset at the time this Agreement is executed by Owner. If permitted by Marina and a valid

credit card is on file with the Marina ("Payment Card"), Owner may pay the Dockage Fee in accordance with the Payment Plan and Payment Due Dates schedule above (each an "Installment"). If this Agreement does not begin on the 1st day of a calendar month, the Marina may charge prorated License Fees (defined below) for that period of time between the date the Owner is permitted to occupy the Slip and the Commencement Date.

- (a) All other fees or charges and applicable sales tax (collectively, the "Other Fees") are to be paid in arrears by Owner monthly. Owner will be sent a monthly statement setting forth the amount of Other Fees due. All amounts on the monthly statement are due no later than the tenth (10<sup>th</sup>) day of each month (the "Other Fees Payment Date"). If a Payment Card is on file with the Marina, the Payment Card will be charged on or about the Other Fees Payment Date. The Other Fees and the Dockage Fee are collectively known as the "License Fees".
- (b) If any License Fees are not paid by the applicable due date or if any check is returned for insufficient funds, a late charge of twenty dollars (\$20.00) may be imposed. If any License Fees remain unpaid for more than ten (10) days beyond the applicable due date, then the Marina may, in addition to the foregoing late charge, collect interest on such delinquent amounts at the lesser of the highest rate permitted by law or one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) (the "Default Rate"), such interest charge to be computed for the entire period for which the amount is overdue. The Marina reserves the right to require payment by credit card or by ACH bank draft. Nonreceipt of any billing statement does not relieve Owner of the obligation to pay all charges due. All payments shall be made at the Marina or as indicated on the invoice.
- (c) The Marina may measure all boats for accurate billing purposes and may charge the greater of the LOA (length overall), Slip length. The LOA may be measured, including any bow sprits or pulpits, swim platforms or similar protuberances or extensions.

**3. Security Deposit.** If required above and upon execution of this Agreement, Owner shall pay a security deposit as specified above to secure Owner's performance of this Agreement, for the costs of repair or replacement of any part of the Marina, the Marina equipment or property damaged by Owner or Owner Parties. If Owner is in default on payment(s) due, then the Marina may use the security deposit to satisfy such sum due or to defray any expense or damage reasonably incurred by reason of the default. If Owner complies with this Agreement, then within the earlier of 30 days after the termination or expiration of this Agreement or the time required by Applicable Laws, the Marina shall return the security deposit to Owner, less any deductions made by the Marina to pay or reimburse the Marina for any costs, losses or damages to which the Marina is entitled. The Marina may commingle the security deposit with other funds held by the Marina. If any part of the security deposit is used by the Marina, Owner shall, within ten (10) days after receipt of notice, pay to the Marina a like sum to replenish the security deposit. Owner's failure to replenish the security deposit within such time is a material default under this Agreement that entitles the Marina to immediately terminate this Agreement and pursue any other remedies provided herein.

#### **4. Use Of Slip.**

(a) Owner may only use the Slip to berth the Boat. This Agreement confers no leasehold or other real property interest (including a residential tenancy even if the Owner resides aboard the Boat) and does not create a bailment. Owner shall not use or permit the use of the Boat or the Slip for any unlawful or commercial purpose and shall not do or permit any act or thing which would impair the value or usefulness of any property or create a nuisance as determined by Marina.

(b) Marina reserves the right to exercise exclusive control over the use of the dock space at the Marina and has the right to refuse to provide services for any reason or no reason. If Owner wants to use the Slip for another boat, Owner must first get permission from and register the new boat with the Marina, which may require the execution of a new agreement and an adjustment of the License Fees. In the event of any change of ownership of the Boat, Owner shall immediately give notice to the Marina. Owner shall remain responsible for all sums due and owing until such new owner enters into an agreement with the Marina.

(c) The Marina reserves the right to change the Slip (provided the new slip is of comparable size and has similar utility availability). Owner agrees, if notified by the Marina of any relocation required in connection with

the foregoing sentence, to move the Boat to the newly designated Slip within seventy-two (72) hours following receipt of such notice. If Owner fails to move the Boat to the newly designated Slip within seventy-two (72) hours following receipt of such notice, then the Marina may move the Boat to the new Slip on Owner's behalf and at Owner's cost. The Marina may move or relocate the Boat to accommodate normal marina operations, repairs or for special events.

(d) Owner agrees that Marina may use the Slip when temporarily not in use by Owner, without compensation to Owner. Further, Owner shall notify the Marina if the Boat will not be in the assigned space at the Marina for any period exceeding two (2) consecutive days. In such event, Owner agrees Marina may, without compensation to Owner, assign another vessel to the Slip during the period of the absence of the Boat. Even if another boat or vessel is so assigned to the Slip during such period of temporary absence Owner understands and agrees Owner will remain responsible for payment of License Fees. To assure the assigned Slip is available upon the Boat's return, in the event the Boat is absent from her slip for two (2) or more consecutive days, Owner is required to provide Marina at least 24 hours advance notice of the date and time the boat will return to the Slip.

(e) In the event Owner uses the Slip for purposes not expressly permitted herein, the Marina, after twenty-four (24) hours' notice and opportunity to cure, may revoke the license granted by this Agreement and terminate this Agreement.

**5. Utilities.** Subject to availability and at Owner's request, Marina may make electrical power or water (the "Utilities") available at the Slip. Marina is not a utility or service provider. The Marina expressly does not warrant the availability of the Utilities, and shall not be responsible for any damage or injury due to the interruption or unavailability of the Utilities nor shall such interruption or unavailability entitle Owner to any reduction or abatement of the License Fees. The Marina does not warrant that the Utilities will be compatible with the requirements of the Boat. The Marina may separately meter the Utilities and pass the charges and a connection fee to the Owner.

**6. Marina Security.** The Marina may but is not required to retain the services of security personnel, install and operate monitoring cameras or otherwise provide security features. Owner agrees and consents that Owner, the Boat and any Owner Parties may be recorded by any security system or monitoring cameras. Such security is provided solely for the protection of the Marina's property, and the Marina assumes no responsibility for the personal safety of Owner or his/her family members, agents, employees, crews, guests, invitees, passengers or permittees (collectively "Owner Parties"), or for the safety of the Boat or any other vessels or their respective appurtenances or any other property.

**7. Laws, Rules And Regulations.** Owner shall comply with all applicable laws, codes, ordinances, rules and regulations of federal, state and local entities, including environmental laws, rules and regulations of the U.S. Coast Guard (collectively, "Applicable Laws"). Owner shall comply with all rules adopted by the Marina ("Rules"). The Marina reserves the right to alter, amend and modify the Rules at any time by posting a copy of the updated Rules at the Marina or on the Marina's website or by furnishing Owner with a copy.

**8. Hazardous Substances.** Owner shall not release or permit to be released any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances"). Owner shall be solely responsible for all costs, claims, damages and liability resulting therefrom, including the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel, and any legal fees, costs and penalties incurred in defense of any violations. Owner shall immediately report any such release to the appropriate government authorities and to the Marina manager and shall clean up any release of Hazardous Substances. Owner shall keep the Marina informed daily of Owner's clean-up actions. If the Marina is not satisfied with Owner's actions, the Marina may take any action it deems appropriate at Owner's expense. This provision is in addition to, and not in lieu of other environmental and liability limitation/exoneration terms herein and shall survive the termination or expiration of this Agreement.

**9. Indecorous Conduct.** Owner shall be responsible for the conduct and control of all Owner Parties. Indecorous conduct by Owner or Owner Parties that in the Marina's opinion (i) is a nuisance, (i) disturbs or interferes with the quiet enjoyment (including the use of illegal drugs or becoming intoxicated by alcohol), or (iii) might cause harm to any person or property (including the Marina reputation) shall, at the option of the Marina, be cause for immediate termination, without refund, of this Agreement.

**10. Removal of Unsafe Boat Or Boat in Disrepair.** The Boat shall be maintained in safe and good condition and repair by Owner and shall be operated in a careful and safe manner so as not to cause damage to the Slip, the Marina's facilities or to any other property, vessel or persons. If the Marina determines that the Boat is in a sinking condition, a state of disrepair, or poses a health, safety or pollution risk, the Marina may, but is not required to, remove the Boat and relocate the Boat at the Marina or elsewhere, at Owner's sole risk and expense.

**11. Personal Guaranty.** If the Boat is owned by an entity, the person signing below affirms that he/she has full authority to bind the Owner to this Agreement, and that such person (signing this Agreement) personally guarantees performance of the payment and all other contractual obligations of the Owner. If the person signing this Agreement is an agent of Owner, including a captain, such person represents that he/she has the authority to bind the Owner, and that he/she shall personally guarantee performance of payment and all other contractual obligations of the Owner in the event that he/she does not actually have such authority to bind the Owner. If more than one party signs this Agreement as Owner, all of such parties shall be jointly and severally liable for the performance of all obligations of Owner and shall be bound by this Agreement.

**12. Hazardous Weather.** The Marina is not obligated or required to provide any protection or alternative location to the Boat or its occupants in the event of hazardous weather. Owner acknowledges and agrees that it is Owner's sole responsibility to take whatever measures are necessary to prevent the possibility of damage in such conditions and that the Marina is not responsible in any manner for any damages to Boat or occupants as a result of hazardous weather, regardless of preventative measures taken by Owner or any action taken by Marina.

**13. Hurricane Protocol.** Pursuant to Florida statute 327.59: Sea Love Boat Works hereby informs you that in the event you fail to remove your vessel from the marina promptly (timeframe to be determined between the marina owner or manager, and the vessel owner) after issuance of a tropical storm or hurricane watch for Volusia County, Florida, under Florida law, that Sea Love Boat Works, Inc. is authorized but, not obligated to remove your vessel, from its slip, or take any and all other reasonable actions deemed appropriate by Sea Love Boat Works, Inc management, 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 will be charged an emergency hurricane haul out fee for any such action, see hurricane haul-out schedule.

Sea Love Boat Works and Marina, it's owner, manager, employee, or agent shall not be held liable for any damage incurred to a vessel from storms or hurricanes either in wet slips or up-land storage and is held harmless as a result of such actions. The Boat Owner is responsible for any and all damages incurred to the Marina common areas and real or personal property adjacent or connecting to the Marina, as a result of Owner's failure to comply to this provision.

**14. Boarding and Removal Of Boats.** In case of perceived emergency, Marina is authorized to do whatever Marina deems reasonably appropriate without incurring any liability for damages or losses from such action or inaction. Owner agrees to pay for any work done by Marina in such a perceived emergency which the Marina perceives was accomplished for the actual or potential protection of the Boat. Owner agrees to have a working automatic bilge pump on the Boat at all times, connected to one or more fully charged batteries.

**15. Insurance.**

(a) Owner shall at all times during the course of this Agreement, with an insurance company that is acceptable to the Marina, a Protection and Indemnity policy consisting of Marine Liability of insurance with limits of not less than \$500,000 and a deductible of not more than \$10,000 per occurrence, naming **Sea Love Boat Works, Inc & Blue Water Realty Advisors, LLC** additional insureds. Owner shall also maintain a Hull and Machinery policy covering at least 100% of the present actual cash value of the Boat, with endorsements for extended perils, damage by fire, electrolysis or stray current corrosion, pollution and fuel spills, salvage and wreckage removal, vandalism and burglary. Such limits of insurance are minimum requirements only and are not intended in any way to limit the insurance available under such insurance policies or Owner's liability. Upon execution of this Agreement and as requested by the Marina from time-to-time, Owner shall provide the Marina with a certificate of insurance evidencing required coverage and shall produce evidence of the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days advance notice by the insurance company to the Marina of any amendment or cancellation.

(b) If Marina permits outside contractors, subcontractors or other workers employed by Owner to perform work for the Owner, all contractors, subcontractors or other workers employed by Owner shall: (1) register at the Marina Office prior to beginning work; (2) provide proof of insurance in amounts required by the Marina and in

compliance with the terms of the policies noted above naming **Sea Love Boat Works, Inc & Blue Water Realty Advisors, LLC** additional insureds; (3) comply with all Applicable Laws; and (4) execute any agreement required by the Marina.

(c) Failure to comply with any of the terms of this section may, at the option of the Marina, result in immediate termination of this Agreement without refund.

**16. Lien For Fees And Services.** Owner hereby grants to the Marina a lien on the Boat for any fees or damages payable under this Agreement which are not paid to the Marina when due and the Marina may pursue all legal and equitable remedies to perfect and foreclose said lien, including but not limited to chaining or locking the Boat. The right of enforcement of the lien herein granted to the Marina shall be in addition to any and all other rights and remedies available to the Marina hereunder or in connection herewith and shall not in any manner alter, waiver or abrogate Owner's personal liability hereunder. To secure the lien rights granted herein, the Marina shall have the right to file one or more financing statements in the jurisdiction of Owner's residence as that jurisdiction appears on the certificate of title to the Boat or an equivalent document. **THIS AGREEMENT INCORPORATES BY REFERENCE FEDERAL STATUTE 46 U.S.C., § 31342 (A/K/A THE COMMERCIAL INSTRUMENTS AND MARITIME LIEN ACT) AND SECTION(S) 328.17 AND 713.60 OF THE FLORIDA STATUTES UNDER WHICH THE MARINA MAY FORECLOSE ITS LIEN ON OWNER'S BOAT IN THE EVENT OF NON-PAYMENT OF THE FEES DUE AND PAYABLE HEREUNDER. THE RIGHTS AVAILABLE TO THE MARINA UNDER SAID STATUTES ARE IN ADDITION TO ANY AND ALL OTHER RIGHTS WHICH THE MARINA HAS AVAILABLE TO IT UNDER THIS AGREEMENT OR OTHERWISE AT LAW AND/OR IN EQUITY.**

**17. Holding Over.** If the Boat remains in the Slip following termination or expiration of this Agreement, the Boat shall be regarded as a trespasser, and, without waiving objections to such trespass, fees shall accrue at the Marina's current monthly rate beginning the day following the termination or expiration date of this Agreement, and such current monthly rate fees shall continue to accrue until the Boat is removed from the Marina, arrested or disposed of in accordance with Applicable Laws. The terms of this section shall survive notwithstanding the termination or expiration of this Agreement.

**18. Default/Remedies.** The Parties agree that all terms and conditions herein are material and fundamental, and that in the event of a breach by Owner or Owner Parties of any of the terms or conditions, including any of the Rules, the Marina may immediately terminate this Agreement (except as otherwise provided herein), without refund, by notice to Owner, whereupon Owner shall immediately pay all sums due and payable to the Marina and remove the Boat from the Marina. Notwithstanding the above, the Marina may elect to provide notice of an opportunity to correct such breach, rather than immediately terminating this Agreement. In the event of any such breach by Owner of this Agreement, the Marina may also disable key cards and otherwise restrict access to the Boat, though if access is restricted Owner shall be permitted entry by requesting access at the Marina office.

**19. Cumulative Remedies: No Waiver.** Marina's rights and remedies hereunder are cumulative, and pursuit of any remedy is not an election of remedies or a waiver of any other remedies. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach. The acceptance of any performance hereunder or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or existing thereafter.

**20. Warranties.**

(a) THE MARINA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, including as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, equipment and related items) or the suitability of the Slip or the Marina for Owner's intended purposes and undertakes no duty to advise Owner or Owner Parties of any hazardous conditions. Owner acknowledges that Owner has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept both in their current "as-is" condition and to warn Owner Parties of any real or perceived defects or hazards found at the Marina or the Slip.

(b) Owner represents and warrants that (i) Owner has an ownership interest in the Boat or Owner is fully authorized to bind the owners of the Boat to the terms and conditions of this Agreement; (ii) that Owner and the Boat shall comply in all respects with all Applicable Laws, including, without limitation, the Federal Water Pollution Acts (33 U.S.C. Section 1321 - prohibiting discharge of oil or oily water; 33 U.S.C. Section 1322 - prohibiting discharge of untreated sewage; and (iii)(1) Owner is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the Department of the Treasury



("OFAC"); (2) Owner is currently in compliance with and shall at all times during the Term (including any extension of the Term) remain in compliance with the regulations of the OFAC; (3) Owner shall comply with all requirements of United States law relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect; and (4) Owner shall not use funds which Owner receives from any "Prohibited Person" (as such term is defined in the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) to make any payment due to the Marina under this Agreement.

## **21. Liability And Indemnity.**

(a) Owner agrees to purchase and maintain insurance against such risks as Owner deems prudent and shall look only to said insurance for compensation or damages related to any losses regardless of responsibility. As to all such policies of insurance and all claims made thereon, for himself/herself/itself and his/her/its insurers, Owner specifically waives all right of subrogation against the Marina and the Marina Parties. Nothing in this Agreement is intended to or shall be construed as exonerating the Marina or the Marina Parties from liability based on harm directly caused by its *sole* negligence, *willful* misconduct or *gross* negligence. Solely for the purpose of this Section, the term "Marina Common Areas" shall include but not be limited to all areas in, on or around the Boat, the Slip, the dock areas, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the Marina's premises.

**(b) All risk of loss or damage to property and of personal injury or death shall be upon the Owner, and Owner shall be responsible for and shall promptly, upon demand, pay the Marina for any costs or damage incurred by the Marina or others due to acts or omissions of the Owner, the Boat, or the Owner Parties. Owner agrees that Marina, Sea Love Boat Works, Inc., and their affiliates and their officers, agents and employees (collectively, the "Marina Parties") shall not be liable to Owner or to any party claiming by, through or under Owner for (and Owner hereby releases the Marina and the Marina Parties from any claim or responsibility for) any injury to persons, damages (no matter how occurring), or damage to or destruction, loss, or loss of use, or theft of any property (including the Boat), or of any injury (including death), caused by casualty, electrical shock, electrical shock drowning, interruption of or interference with utilities, theft, fire, third parties, collision, allision, chafing, dock maintenance or faulty repair, or any other matter or cause (including any named storm or act of God); EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA OR MARINA PARTIES.**

**(c) Owner agrees to indemnify, protect, defend and hold harmless the Marina and the Marina Parties for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries (including death) to Owner, any Owner Parties or any other persons, damages to or loss of property or the Boat, losses, liens, causes of action, suits, judgments and expenses, of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause; (ii) Owner's or the Owner Parties' use of the Boat, the Marina or the Marina Common Areas, (iii) any activity, work or other things done, permitted or suffered by the Owner or Owner Parties, (iv) any breach or default in the performance of any of Owner's obligations under this Agreement or the exercise by Owner of its rights, (v) any act, omission, negligence or willful misconduct of Owner or Owner Parties, or (vi) any damage to Owner's, an Owner Parties', or third party's property; EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MARINA OR MARINA PARTIES.**

(d) In the event any third party asserts a claim against Marina which falls within the indemnification provisions of this paragraph, Marina shall have the option initially to defend such claim itself, or to tender defense of the claim to Owner. In the event Marina elects to defend, Marina shall be entitled to select defense counsel of its own choosing, and Owner shall satisfy any and all requirements of Marina's chosen counsel in regard to initial retainer or deposit, as well as promptly paying on a net 30 day basis, all invoices for attorneys' fees and costs rendered by counsel during the pendency of any proceedings at the trial and appellate levels until final disposition of the claim. In the event that Marina elects to tender defense of the claim to Owner, Owner shall, at its own sole cost and expense, engage defense counsel and provide counsel such compensation and reasonable assurances and cooperation as may be required to ensure a zealous and vigorous defense of the claim on behalf of Marina. In such event and for purposes of the Rules Regulating the Florida Bar, Marina shall be the sole client of counsel selected, and shall enjoy the sole attorney/client relationship. Marina shall retain sole decision-making authority



in regard to the attorney/client relationship, including the decision to substitute counsel, all at Owner's continuing sole cost and expense. Should claims be asserted against both Owner and Marina by the same claimant, such that an actual or potential conflict appears between them in defense, Owner shall be obliged to engage separate counsel for Owner and for Marina in the event Marina tenders the defense to Owner.

In any event, Marina shall retain the absolute right and privilege to direct the strategy and tactics of defense of any and all such claims, including decisions in regard to settlement negotiations. Owner shall remain primarily and fully responsible for payment of any monetary settlements to claimants which Marina may agree upon, and Owner hereby irretrievably waives and relinquishes any argument or defense to such obligation including without limitation, that Owner may be prejudiced, or that conflicts of interest within the defense would expose Owner to further or greater liability, on account of Marina's settlement decisions and Owner's obligation to cooperate and fund such decisions. In the event of any adverse determination at the conclusion of any formal proceedings at any level, Owner shall be primarily and fully liable for satisfaction of any judgment, award or other adverse determination against Marina, and shall promptly discharge any such determination upon demand by Marina.

Owner shall at all times maintain the insurance policies required by Paragraph 15 of this Agreement, as set forth therein, and all such policies shall be available, but shall not form the exclusive basis, to satisfy Owner's obligations to Marina under this paragraph.

(e) The terms of this section shall survive notwithstanding the termination or expiration of this Agreement.

**22. Master Lease.** the Marina is party to a Master Lease between Blue Water Realty Advisors, LLC. and the Board of Trustees of the State of Florida, which has (the "Authority") and has jurisdiction or control with whom the Marina has enter into a lease, license, contract or any other agreement pertaining to the use of the water by the Marina (the "Master Lease") all provisions, terms, conditions, rules and regulations of such Master Lease, between the Authority and the Marina is incorporated by reference into this Agreement and shall apply to Owner with the same force and effect as the Marina. This Agreement shall be subject and subordinate to the Master Lease. If there are any conflicts or inconsistencies between this Agreement and the Master Lease, the Master Lease shall govern and control. Notwithstanding the foregoing, nothing in this Agreement gives Owner any direct or third-party interest in the Master Lease.

**23. Live Aboards.** No person may live-aboard the Boat at the Slip without the prior written consent of the Marina, which may be withheld by the Marina in its sole and absolute discretion. In the event that permission to live-aboard is granted, Marina may include additional charges, such as a live-aboard fee.

**24. Photographs.** The Marina staff or others may take pictures of customers or boats (including Owner, Owner Parties, or the Boat). Owner consents for himself and all Owner Parties that these photographs may be used by the Marina for purposes such as advertising and display in all media without further notification or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by contract.

**25. Notices.** All notices shall be in writing and shall be deemed to be given when personally delivered to the other party (or when sent, if sent via email to Owner or Boat) or five (5) days after it is deposited in the mail, addressed to the other party at the addresses identified below and sent by Certified Mail Return Receipt Requested. Owner is responsible for informing the Marina of any changes to Owner's current address or phone number. Notices to the Owner or Boat shall be delivered to either the mailing address or email address listed in the section titled Owner Information or at the Slip. Notices to the Marina shall be delivered

Sea Love Boat Works, Inc.  
Attn: Marina Manager  
4877 Front St.  
Ponce Inlet, Florida 32127

**26. Affiliate Transfer, Sale, and Assignments.** Notwithstanding anything in this Agreement to the contrary, the Marina hereby reserves the right to transfer or assign (in whole or in part) the rights, duties and obligations of Marina under this Agreement to any affiliate of the Marina or to any party that purchases the Marina at anytime without the consent or approval of Owner; provided, however, that the Marina shall notify Owner of any sale to a third party purchaser. In the event of any such transfer or assignment (in whole or in part) to any affiliate of the Marina, the Marina may continue to collect and receive all or any portion of the amounts payable hereunder by Owner as agent for and on behalf of such affiliate-transferee/assignee and notify Owner thereof in writing.

Without the Marina's written consent, Owner may not sublet, transfer, or assign this Agreement or the right to use the Slip. Any attempt to sublet, transfer, or assign this Agreement without the Marina's prior written consent shall be void.

## **27. Final Agreement: Other.**

(a) The Section and paragraph captions contained in this Agreement shall not be considered in the construction or interpretation of this Agreement. In this Agreement, (i) the singular includes the plural and the plural includes the singular and the masculine gender includes the feminine and neuter and vice versa, (ii) "or" means "and/or", (iii) "including" or "include" means "including without limitation", and (iv) unless otherwise specified, when exercising its right to approve or consent to an action is entitled to withhold or condition such consent or approval in its sole and absolute discretion.

(b) This Agreement may be executed in one or more counterparts, including facsimile signatures (e.g., pdf. files transmitted by email) or digital signatures affixed to electronic counterpart signature pages using digital signature software that electronically captures, or allows a signatory to adopt, an identifying mark as such person's signature to this Agreement (e.g., DocuSign®). The Parties intend that such electronic signatures shall constitute original signatures and be binding upon the Parties and that the terms and conditions of this Agreement shall be binding upon the Parties.

(c) This Agreement shall be binding upon, and inure to the benefit of the Parties hereto, their heirs, executors and administrators and permitted successors and assigns.

(d) If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited and the remainder of this Agreement shall continue in full force and effect. This Agreement and the exhibits, if any, contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties or their respective successors in interest.

(e) Owner shall not record this Agreement or any memorandum in the real property records.

(f) Unless the Marina is notified in advance in writing, anyone in possession of or apparent charge of the Boat shall be deemed to have the authority to act on behalf of Owner and the Marina shall be entitled to accept and act in reliance upon orders or requests by such persons for services, supplies, work, labor and other material of any kind for the benefit of Boat or Owner.

(g) If either Party defaults under this Agreement the other Party shall be entitled to recover all costs incurred, including attorneys' fees in enforcing or protecting its rights. This Agreement shall be governed by the laws of the State where the Marina is located. Any action brought related to this Agreement shall be brought in the county in which the Marina is located or the Federal District in which the Marina is located.

(h) OWNER AND THE MARINA HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE RELATIONSHIP OF MARINA AND OWNER. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

**Owner acknowledges that Owner has read and fully understands this Agreement, including without limitation the Rules, which are incorporated by reference. Owner certifies that the information provided is correct and agrees to promptly notify the Marina in the event of changes to the above information. Copies of the current Boat registration or documentation and certificates of current insurance policies are required to be kept at the Marina office for as long as the Boat is in the Marina.**

**IN WITNESS WHEREOF**, Owner and the Marina have duly executed this Agreement as of the day and year written below.

**“MARINA”**

**Sea Love Boat Works, LLC**

**By:** \_\_\_\_\_  
**Authorized Signatory**

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

**“OWNER”**

\_\_\_\_\_  
**Print: First Name, Last Name**

**Sign Here:** \_\_\_\_\_  
**Owner**

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

# **RULES AND REGULATIONS**

**Marina facilities are provided for your comfort and convenience. For the safety and enjoyment of all, it is required that BOAT OWNERS, their crew and guests abide by the following rules and regulations:**

- 1.) Boat owners shall read and abide by all requirements of the **HURRICANE PREPAREDNESS AND EVACUATION GUIDE**, which is incorporated herein by reference. Requirements include clearing decks, additional dock lines with chafing gear, and evacuation along designated routes upon notice by dockmaster or public authorities.
- 2.) **Halifax River** are frequented by **MANATEES**, especially in the winter months. Please be especially watchful, for these gentle creatures. Harming or molesting a manatee is a criminal offense. Report immediately any accidents and alert medical specialists.
- 3.) Living aboard is permitted only in designated areas and only with written permission of Marina.
- 4.) **DISCHARGE** of untreated sewage, oil or petroleum products or other pollutants into Marina water is prohibited. Trash and garbage should be placed in the dumpster or proper receptacles. Storage of hazardous materials in the marina is prohibited.
- 5.) All boats operating in **Halifax River** shall proceed at idle, **NO WAKE** speed, so as to prevent injury or damage to persons or property, and observe all "RULES OF THE ROAD. **"NO WAKE" IS DEFINED AS REDUCING ENGINE SPEED TO COMPLETE IDLE SO THAT THE STERN OF THE VESSEL RISES TO NORMAL AT-REST HEIGHT AND NO WAVES ARE CREATED.** Boats shall not anchor in the entrance or channels in the Marina.
- 6.) **BOAT OWNER** agrees not to smoke within fifty (50) feet of any fuel pump or hose or within 100 feet of Florida Power fuel platform or barge when fuel is being transferred.
- 7.) All boats must be **REGISTERED** with Dockmaster upon arrival and receive assignment to a slip.
- 8.) **BOAT LENGTH** is defined as the overall length. including bow sprits (pulpits), rudders, outboards, dinghies, davits, etc.
- 9.) **BOAT OWNER** must provide current federal documentation or state registration for all boats berthed in the Marina and be listed as a legal owner on such papers,
- 10.) Boats stored in the Marina must be kept in a **SAFE**, clean and attractive condition. Boats shall conform to all federal, state and city regulations concerning boat safety devices and equipment, should maintain a current Coast Guard or Coast Guard Auxiliary Inspection Certificate of Safety, and be capable of moving under their own power.
- 11.) The Marina reserves the right to use or let any slip or storage rack during the temporary absence of a boat.
- 12.) Water is not to be wasted and **BOAT OWNER** shall use only a hose which has a positive shut-off at the discharge end.
- 13.) Docks, piers and Marina grounds shall be kept clear of stored materials, and hoses and electric current lines shall not run across the docks or driveways. Dock boxes and all other Marina property may not be removed or modified in any way. Laundry may not be hung on boats or docks. Tarps and the like shall not be hung on/over boats. Open fires are not permitted on docks or boats in the Marina.
- 14.) The extent of boat repairs and maintenance permitted at dockside is at the discretion of the Marina management. Repair projects must be authorized by the Marina management prior to starting the work and major repairs are not permitted. No person, owner or crew member of any boat in the harbor area may hire or cause to be hired any contractor to perform maintenance, repair or any other type work upon a vessel without specific permission of the management of Marina. When permission is granted, the contractor must have on file at Marina proof of **product** liability and workmen's compensation insurance and applicable city licenses.
- 15.) Boats shall receive fuel from a fuel service dock with the exception of outboard motor powered boats with sealed portable cans. **NO FUEL** will be pumped or transferred between the boat and containers on the Marina property.
- 16.) For Sale. For Rent, or other solicitation signs will not be displayed on boat, piers or grounds without Marina approval. The use of slip number, name, address, or phone number of the Marina in any advertising is not permitted.
- 17.) Boats shall not be used for commercial purposes from the Marina and only with written permission of the Marina.
- 18.) Fishing and netting are prohibited from piers or walkways in the Marina. Use of harpoons or spears is prohibited.
- 19.) Recreational swimming is prohibited in the waters of the Marina.
- 20.) Small boats or dinghies shall not be operated under piers and docks and shall not be stored on docks or in navigable areas. Storage areas are available through Dockmaster's office.
- 21.) Pets are permitted only if they do not disturb others. Pets must be on a leash while on Marina property; unless, the it is a service animal as defined in the 1973 ADA.
- 22.) The Marina reserves the right to limit and govern parking space in parking areas. No vehicles are permitted within the operations area without prior approval of Dockmaster.
- 23.) **BOAT OWNER** acknowledges that neither the initial nor any subsequent assignment of a slip entitles **BOAT OWNER** to use a specific slip. This agreement entitles **BOAT OWNER** only to a slip of sufficient size for the boat. Marina may from time to time assign a different slip for the boat and **BOAT OWNER** shall cause the boat to be moved to the different slip immediately upon notice of such reassignment.
- 24.) Birds, alligators and marine animals shall not be fed, handled or disturbed in any way. Many marine birds, fish, mammals and reptiles are protected under Florida Law.
- 25.) No alcoholic beverages may be consumed on Marina grounds.
- 26.) The Marina reserves the right to refuse products and services to anyone at any time, for any reason or no reason at all, and without notice at its discretion. Marina reserves the right to ration products and services at its discretion to anyone at any time for any reason or no reason at all without notice.
- 27.) Fish are to be cleaned only at designated areas and all fish entrails are to be sealed in plastic and disposed of in trash containers. **BOAT OWNERS**, their crew and guests are cautioned to be considerate of others. Behavior or conduct that might injure another party, cause damage to property or disturb the other tenants may lead to termination of the Slip Rental Agreement. Security gates provide protection for all **BOAT OWNERS**. Please keep gates and all Marina facility doors secured at all appropriate times.
- 28.) Firearms or Fireworks of any kind are not permitted anywhere on Marina grounds, docks or buildings.
- 29.) Future Pool is for exclusive use of Marina customers and their guests. Children under 14 must be accompanied by parent at all times with no exceptions. Behavior that may disturb or cause injury to others in the pool area is prohibited. Pool rules and hours are posted poolside and must be observed at all times. Pool may be closed for maintenance, private parties or special events at management's discretion.

DATE \_\_\_\_\_ BOAT OWNER'S SIGNATURE: \_\_\_\_\_