

Boat Slip #	
Effective Date:	
Security Deposit Amt:	\$1,000.00



VESSEL DOCKAGE AGREEMENT

This Vessel Dockage Agreement ("Agreement") is made this _____ day of _____, 20____, ("Effective Date") by and between Harbor Beach Surf Club, Inc. ("Club") of Boat Slip # _____ at the Harbor Beach Surf Club - Marina., ("Marina"), and the undersigned ("Vessel Owner"). All vessels must meet Harbor Beach Surf Club, Inc. standards and are subject to inspection prior to dockage approval. Vessel insurance policy **must** accompany this Agreement.

▲ Vessel Owner Name	▲ Spouse / Other Contact Name
▲ Harbor Beach Address	▲ City, State, Zip
▲ Mailing Address	▲ City, State, Zip
▲ Phone (Home)	▲ Phone (Cell)
▲ Phone (Spouse / Other Contact)	▲ Email Address
▲ Vehicle – Year / Make / Tag #	
▲ Vessel Name	▲ Vessel Registration #
▲ Vessel Make	▲ Year ▲ Length ▲ Beam ▲ Draft ▲ (Gas/Diesel)
▲ Vessel Model (i.e. Sport fish, Express, C/C, Aft Cabin, Sail)	▲ Vessel Hull #
▲ Vessel Insurance Company	▲ Insurance Co. Phone # ▲ Insurance Policy # ▲ Vessel Value
▲ Captain Name	▲ Captain Phone (Cell)

Club and Vessel Owner hereby enter into this Agreement which incorporates and includes the attached Marina Rules and Regulations, which may be modified or amended as provided in this Agreement, and the Club agrees to allow Vessel Owner to utilize a space at Harbor Beach Surf Club - Marina in the City of Fort Lauderdale, Florida ("Marina") pursuant to the following terms:

VESSEL OWNER REPRESENTATION: Vessel Owner represents that Vessel Owner is a real property owner in Harbor Beach and this Agreement is strictly conditional upon Vessel Owner remaining a Harbor Beach real property owner. Furthermore, Vessel Owner further represents that it is a member, in good standing, of the Harbor Beach Surf Club, Inc. At all times



Vessel Owner must be the owner or majority owner of the vessel referred to above. A change in such ownership, membership standing and real property ownership shall immediately void this Agreement.

USE OF BOAT SLIP: Club hereby allows Vessel Owner use of the Boat Slip located in the Marina and designated in the upper left-hand corner of the first page of this Agreement, and allows Vessel Owner to occupy this Boat Slip for the sole purpose of docking the above-described Vessel for the duration of this Agreement. This Agreement is for the use of space only and such space is to be used at the sole risk of Vessel Owner. Vessel Owner is solely responsible for the safety, care and protection of the Vessel, its gear, equipment and appurtenances at all times and Club shall not be liable for such safety, care or protection under any circumstances.

PERMITTED USE: Vessel Owner shall not cause or permit the above-described Boat Slip, or any other Boat Slip to which the Vessel may be relocated, (collectively, the "Boat Slip") to be used for any purpose other than the docking of the above-described Vessel and 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 Vessel, nor do the parties intend to create a bailment for the Vessel. There is neither temporary nor permanent domain or control exercised over the Vessel by Club. The Boat Slip may not be used for any commercial purpose whatsoever, including but not limited to charters for hire and its exclusive use is for a private vessel dockage.

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

DURATION OF VESSEL DOCKAGE AGREEMENT: (check the applicable box)

- ANNUAL (12 months)** - The term of this Agreement shall be for one (1) calendar year 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 initial one (1) year term of this Agreement, this Agreement shall automatically renew for an additional one (1) year 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 Club shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Vessel Owner to Club shall be delivered to the Club's offices at the address specified on page 7 of this Agreement.

VESSEL DOCKAGE RENTAL FEE ("FEE"): Vessel Owner shall pay to the Club, for the use of the above-described Boat Slip, together with the utilities and services provided by the Club, the Fee as set forth in the attached Marina Rate Schedule of the Club on or before the first (1st) day of respective rent period without notice or demand.

MINIMUM OVERALL VESSEL LENGTH POLICY: Vessel 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 Vessel itself. Minimum vessel length subject to calculation of dockage fees is thirty-five (35) feet.

RETURNED CHECKS: Vessel Owner shall pay to the Club 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 Club as unpaid and any late charges, if applicable.



LATE PAYMENT CHARGE: Vessel Owner shall pay to the Club a charge of \$10.00 per day if Vessel Owner fails to pay the entire dockage fees due, by their respective due dates, as set forth in "Marina Rates". The foregoing fee is not a penalty but is to recompense the Club's administrative costs due to the failure of Vessel Owner to make timely payment.

WAIVER OF RIGHT TO JURY TRIAL: Vessel Owner hereby agrees not to elect a trial by jury on any issue triable of right by a jury and waives any right to trial by jury fully with regard to all issues relating to this agreement, including, but not limited to, any action for eviction.

NON-JUDICIAL SALE: In the event that Vessel Owner does not pay the Fee on time and in full, the Club retains its right to exercise the provisions for a non-judicial sale of Vessel Owner's Vessel as provided for in the Florida Statutes and any other statutory remedy, in addition to all other remedies set forth in this Agreement.

DEFAULT: Vessel Owner shall pay the Dockage Fee on a timely basis. Failure to do so shall constitute a default of this Agreement and the Club may terminate this Agreement and exercise any of the remedies available in this Agreement or as provided by law. Nothing in agreement shall be construed as mandating the Club to waive its right for timely payment, nor shall the exercise of any provisions of this agreement waive the Club's right to demand timely payment in the future.

LIEN: The Club shall have the right to place a lien against the Vessel, its appurtenances and contents for sums for dockage and rental, services provided to the Vessel, injury or damage caused or contributed to or by the Vessel or Vessel 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.

SECURITY DEPOSIT: Club acknowledges receipt of the Security Deposit stated on the first page of this Agreement from Vessel Owner as security by Vessel Owner for the performance of this Agreement. Club 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 Vessel Owner is in default or for any sum Club may expend or be required to expend by reason of Vessel Owner's default including, but not limited to, any damages to the Marina resulting from any act or omission by Vessel Owner or its agents, invitees or licensees. If Vessel Owner complies with all of the terms of this Agreement, the Security Deposit shall be returned to Vessel Owner within forty-five (45) days after possession of the Boat Slip is returned to Club. Club 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 Club

RULES AND REGULATIONS: Vessel Owner must comply with the Rules and Regulations attached to this Agreement and incorporated herein by reference in this Agreement. Violation of any of the Rules and Regulations or breach of any term or provisions of this Agreement can result in the immediate termination of this Agreement at the option of the Club. 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 may be changed periodically at the sole discretion of the Club. Prior to implementing any such changes in the Rules and Regulations, the Club shall provide the Vessel Owner with ten (10) days written notice sent by First Class Mail to the address stated above for such notice. Failure of the Vessel Owner to receive notice of changes to the Rules and Regulations shall not be a defense to their validity and enforceability.

REMOVAL AND STORAGE OF VESSEL: In the event the Club terminates this Agreement, it is agreed that the Club may remove the Vessel to a storage site without incurring any liability to Vessel Owner. Charges for storage of the Vessel will be at the daily transient dockage rate then in effect. Vessel Owner is responsible for paying all reasonable expenses incurred by the Club in removing the Vessel and property from the Boat Slip.

NOTICE: Vessel Owner will be given written notice by certified mail thirty (30) days prior to the scheduled date for removal, sent to the address stated above for such notice.

USE OF BOAT SLIP: The Club reserves the right to reassign the vacated Boat Slip described above to another Vessel Owner without incurring any liability.

LIMITATION OF CLUB'S LIABILITY: THE BOAT SLIP IS TO BE USED AT VESSEL OWNER'S SOLE RISK. CLUB SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE VESSEL, INCLUDING HER GEAR, EQUIPMENT AND CONTENTS,



OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE VESSEL, HER GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CLUB'S NEGLIGENCE. VESSEL 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 VESSEL. VESSEL OWNER IS RESPONSIBLE FOR DAMAGE TO OTHER VESSELS, BUILDINGS, FENCES, DOCK STRUCTURES AND PILING CAUSED BY THE VESSEL, VESSEL OWNER, HIS FAMILY, EMPLOYEES, INVITEES OR AGENTS, OR CLUB, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE VESSEL OWNER.

INDEMNITY OF CLUB: TO THE FULLEST EXTENT PERMITTED UNDER FLORIDA LAW, VESSEL OWNER, FOR ITSELF AND ITS GUESTS, INVITEES, EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD CLUB AND CLUB'S EMPLOYEES AND AGENTS HARMLESS FROM: (I) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE VESSEL, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON, INCLUDING CLUB EQUIPMENT FAILURE; (II) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE VESSEL; AND (III) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF VESSEL OWNER'S USE OF THE MARINA FACILITIES, THE PRESENCE OF VESSEL OWNER'S VESSEL, CAR OR PERSONAL PROPERTY AT THE MARINA, OR THE MOVING OF THE VESSEL, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS THE RESULT OF CLUB'S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. CLUB DISCLAIMS ALL IMPLIED WARRANTIES, AND VESSEL OWNER, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES CLUB 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 VESSEL OWNER, ALL EXPENSES INCURRED BY CLUB TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY VESSEL OWNER ON CLUB'S DEMAND.

INSURANCE: Vessel Owner must maintain liability insurance upon the Vessel with limits no less than \$1,000,000. Additionally, Vessel Owner shall maintain a full coverage insurance policy for the replacement value of the Vessel. Vessel Owner shall furnish evidence of such insurance to Club within ten (10) days of executing this Agreement; this shall include Certificate of Insurance and policy endorsements. Vessel Owner shall name Club as an Additional Insured with a waiver of subrogation. It is expressly agreed by Vessel Owner that the Club is not and shall not be construed to be an insurer of Vessel Owner's property loss or property damage to the Vessel, its motor, accessories or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Vessel Owner waives his insurer's right of subrogation against the Club and its employees.

AMENDMENTS: Club 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.

TRANSFER OR ASSIGNMENT: This Agreement cannot be transferred, sold, or assigned without the prior written permission of the Club. In the event Vessel Owner sells the Vessel, the Club shall not be obligated to execute a new Agreement with the new Vessel Owner.

LAWS: In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Florida. Venue for any action arising under or relating to this Agreement shall be in a court of competent jurisdiction in Broward County, Florida.

ENFORCEMENT: During the term of this Agreement, if Club shall determine that Vessel Owner is in violation of this Agreement, Club shall give notice of the violation to the Vessel Owner in writing. Such notice shall state the nature of such violation and refer to the specific parts of the Agreement, Rules and Regulations, or other law or regulation violated.

The Club 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.



WAIVER: The waiver of the Club for a verbal declaration of liability under any conditions of this Agreement shall not be construed as a waiver of any subsequent conditions or default of any other terms of this Agreement.

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.

ENFORCEMENT: Club 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. Club 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.

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

NOTICE: Provisions in this Agreement providing for notice by First Class Mail shall be satisfied if the notice is returned and said notice is posted on Vessel Owner's Vessel.

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

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

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

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.

TERMINATION OF AGREEMENT: This Agreement may be terminated by Club upon any one of the following conditions:

1. When the Vessel Owner ceases to be eligible for membership of Harbor Beach Surf Club, Inc. or fails to maintain his membership in good standing.
2. By written notice of non-renewal by the Club, delivered to the Vessel Owner at the address specified above at least three (3) days prior to the effective date of non-renewal.
3. By written notice to the President of the Club of termination by the Vessel Owner, accompanied by tender of any unpaid fees or charges, if any, on the remaining unused term of this Agreement.
4. At Vessel Owner's election, by a bona fide sale of the Vessel described in this Agreement, or loss of or damage to the Vessel rendering it inoperable, effective three (3) days after Vessel Owner notifies Club of such occurrence. Club, at his option, maintain the dock space for Vessel Owner's use at a future time by, provided that Vessel Owner keeps his dockage payments current.
5. By dock or mooring facility becoming unserviceable in the Club's sole discretion for any reason whatsoever (except failure of the Club to perform ordinary maintenance).
6. On date of termination herein this Agreement shall automatically terminate as a matter agreed to, within the terms of this Agreement, and without requirement of further notice.
7. Upon termination by reason of moving from Harbor Beach, bona fide sale of Vessel, loss or damage to Vessel, or by the dock or mooring facility becoming unserviceable, Vessel Owner shall be refunded the unused pro-rata share of his dockage payments. In the event the dockage is discontinued for any other reason, the unused dockage payments are forfeited to Club.
8. Failure of Vessel Owner to comply with any provisions of this Agreement.

In the event of termination of this Agreement the Vessel Owner shall immediately remove the vessel from its space and upon failure to do so, the Club may so remove the vessel at Vessel Owner's risk and expense, and in any event. Vessel Owner shall be liable to Club for all damages and expenses the Club may suffer as a result of Vessel Owner's default.

NO LIVE ABOARDS: Vessel Owner acknowledges that Club is not permitted or licensed to allow live aboards. Violation of this paragraph shall result in the forfeiture of Vessel Owner's security deposit, and immediate termination of this Agreement, together with all other remedies available to Club hereunder and pursuant to Florida law. It is expressly understood and agreed that the Vessel Owner shall not permit the Vessel to be used as a "live aboard" as the term is commonly used in the marine community or marine industry or by any governmental authority having jurisdiction over such matters. For the avoidance of any doubt, no persons shall be permitted to stay overnight on the Vessel.

EMERGENCIES: Vessel Owner hereby authorizes the Marina Management to move the above-described Vessel or take whatever action is deemed appropriate by the Club as may be required in an emergency situation, or to avoid loss or damage to Club property or the property of others.

NOTICE: Provisions in this Agreement providing for notice by First Class Mail shall be satisfied if the notice is returned and said notice is posted on the Vessel Owner's Vessel.



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

VESSEL OWNER

DATE

VESSEL CO-OWNER

DATE

HARBOR BEACH SURF CLUB, INC. ("Club")
1300 S.E. 17TH Street, Suite 210, Fort Lauderdale, Florida 33316
954-525-6116 / 954-525-6117(fax)

By: _____

Date: _____



MARINA RATES

RATES AND PAYMENT DUE DATES:

PERIOD	RATE	LOA*	FT. RATE	TERM (Days)	SUBTOTAL	SALES TAX (6%)	TOTAL
Annual:	\$0.70		\$	365	\$	\$	\$

Payments are due on December 1

***Minimum LOA is 35 feet.**



MARINA RULES AND REGULATIONS

DOCKAGE CHARGES & USE

- a. All Vessels must be registered upon arrival and receive assignment to a berth or slip.
- b. Vessel Owners must provide a current federal documentation or state registration for all Vessels 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. Vessel Owners may not permit vessels owned by others in their Boat Slip.
- e. Boat Slip may not be transferred to the new owner of the Vessel registered in this Agreement.
- f. No Live Aboards are permitted, nor are any persons permitted to stay overnight on the vessel.
- g. Vessels berthed in the Marina and the boat slip occupied by the Vessel must be kept in a safe, clean and attractive 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 Vessel 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 Vessels in the Marina.
- j. The Marina reserves the right to use any Boat Slip during the temporary absence of a Vessel without set off against or credit to Vessel Owner's Fee obligations under his or her Registration/Vessel Dockage Agreement.
- k. Vessel shall not be used for commercial purposes.
- l. Vessel Owner agrees to comply with 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 discharged into Marina waters.
- m. Transfer, changing, or moving of vessels between slips is not allowed except by prior written concurrence of Marina.
- n. Marina reserves the right to terminate any agreement for berthing facilities or require a vessel be moved without notice.
- o. Only pleasure Vessels, in good condition and seaworthy, and under their own power shall be admitted to berthing areas. In the event of an emergency during the Vessel Owner's absence, and should the dock master be aware of the same, i.e., breakdown of the bilge pump, leak, bad lines, etc., the dock master is authorized to make the necessary repairs. The Vessel Owner shall be charged and be responsible for paying for the cost of such repairs.
- p. All Vessel Owners or captains must contact Harbor Beach Surf Club office one month prior to arrival for registration and slip assignment.
- q. Vessel Owner's vessel shall be registered or documented, marked and maintained as required by law and safe practices.
- r. Vessel 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.
- s. 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.
- t. Marina will attempt to honor Vessel Owner's preference for slip assignment consistent with Marina's need to match vessels to slips of an appropriate size. Vessel Owner agrees to move, at Marina's request, his/her other vessel to a slip with similar services.
- u. Vessel 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 Vessel Owner's Fee obligations under his or her Registration/Vessel Dockage Agreement.



- v. Vessel 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 Vessel Owner's vessel enters the Harbor, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered.
- w. Except in an emergency, when entering and leaving, the Vessel 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. Vessel Owner agrees to operate his vessel in waters of the Harbor without creating a disturbing wake. Vessel Owner creating a disturbing wake is responsible for resulting injury to people and damage to other Vessels and Marina's docks and facilities.
- y. As an additional remedy for enforcement of rents, Vessel 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 Vessel 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 dockage space of the assigned Boat Slip, but not on the dock or finger pier.

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. Vessel 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 Vessel Owners may lead to termination of this Agreement by the Marina.
- c. Vessel Owner and Vessel 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. Vessel Owner and Vessel 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. Vessels shall conform to all federal and state regulations concerning Vessel 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. Birds will not be fed from Vessels 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 Vessels or dinghies are not permitted to be stored or operated under Marina dock areas.
- j. Vessel Owners are issued Marina gate keys and/or remote gate openers. Such keys and remote gate openers are property of Marina and may not be sold or otherwise transferred to another person. Upon termination of the Agreement any issued keys and/or remote gate openers shall be returned.
- k. Vessel 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 Vessel 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 Vessel Owner has failed, in the Club's reasonable judgment, to take reasonable safety precautions, the Club reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Vessel Owner. However, THE CLUB 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 CLUB.
- l. The City of Fort Lauderdale leash law applies to all Marina docks and upland areas. Pets are permitted at the Marina only if they are not nuisance. Vessel Owners are responsible for actions of their pets. Vessel Owner's Vessel Dockage Agreement may be terminated by Marina if Vessel Owner's pet, or the pet of Vessel 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 Vessel 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. Vessel 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 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. 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 Vessel Owner or Vessel Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Registration/Vessel Dockage Agreement prior to final legal disposition.

CONTRACTORS & BROKERAGE

- a. Vessel 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, dock box, pedestal, or other dock fixtures. Prospective buyers are guests of the marina and must be accompanied by Vessel Owner or registered contractor/broker.

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 not permitted at the Marina docks except by preapproved fuel suppliers. For a listing of preapproved fuel suppliers please contact Harbor Beach Surf Club or visit our website www.harborbeachsurfclub.com.

INSURANCE

- a. Vessel 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. Vessel Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty offers Vessel Owner or Vessel Owner's vessel a safe berth, or that Marina offers the safest available refuge. Vessel 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. Vessel Owner agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Vessel Owner's vessel in Marina. Vessel 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 Vessels at these facilities to be licensed and properly insured. Vessel Owners are not permitted to provide access to private contractors that do not meet these requirements.

PARKING

- a. All motor vehicles 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, Vessels, water-sports equipment and Vessel trailers on Marina property.
- b. Vessel Owner is allowed to use only one parking space at the Marina parking lot.

STORAGE ON DOCKS

- a. Vessel 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 dock finger pier adjacent to Vessel Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Vessel Owner or Vessel 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 Vessel Owner's expense.
- b. Dock boxes shall be furnished by the Marina, and Vessel Owners shall not be permitted to install or retain their own unless written permission is given by the Club.

ELECTRICITY

- a. Dockage fees and electrical and other services fees shall be paid in advance.
- b. Vessel Owner will contract directly with electric utility provider and remit payment directly to such provider.
- c. UL-approved cords required. Vessel 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.
- d. Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system. Marina shall not be responsible for electrical interruption or power surges, or the results or damage there from.
- e. Vessel 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. Vessel Owner agrees to disconnect all water hoses when he/she will be absent from the Vessel. Marina may disconnect Vessel Owner's water hose at the dock in Vessel Owner's absence and Marina will not be responsible for any consequences of such action.
- c. Vessel Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
- d. Vessel 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. Vessel Owner will ensure that all trash and garbage is placed into receptacles provided.
- 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 Vessel Owner if Vessel 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. Vessel 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.
- f. The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited and Vessel 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. Vessel 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 Vessel 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 the Agreement at the discretion of the Club. Violations of any City, County, State or Federal laws shall be cause for termination of any agreement immediately and cause exclusion of Vessel Owner and his/her vessel from the Marina.

VESSEL OWNER

DATE

VESSEL OWNER

DATE