

CUSTOMER NO: _____

STORAGE CHARGES

MONTHLY CHARGE (\$ __.00 P/F) \$ _____ +TAX \$ _____ + \$ _____

MONTHS X _____

+\$ _____ **SECURITY**

SUBTOTAL \$ _____

\$ _____ **PRO-RATE**

\$ _____ **TOTAL**

NEXT PAYMENT DUE ON _____

BY SIGNING BELOW, OWNER AGREES THAT HE HAS READ ALL EIGHT (8) PAGES OF THIS DUSKY BOAT STORAGE AGREEMENT AND FURTHER AGREES TO ABIDE BY ALL RULES AND TERMS SET FORTH HEREIN.

DUSKY BOAT STORAGE

DUSKY: _____

OWNER: _____

DUSKY BOAT STORAGE AGREEMENT

1. LICENSE: Dusky Boat Storage (hereinafter Marina) grants a license to Boat and Boat Owner for use of the dry storage space or trailer space designated above (the "Slip") located at the Marina for the boat or trailer described above, including all riggings, engines, appurtenances and contents (the "Boat"). This Agreement confers no leasehold interest. Marina reserves the right to change the Slip assignment or move and board the Boat for normal Marina operations or repairs or for special events, with or without prior notice to the owner. Marina reserves the right to terminate this Agreement at any time with or without notice to Boat Owner. Termination of this Agreement shall not affect Marina's right to collect unpaid storage charges and fines, or any other right created under this Agreement.
2. TERM: The term of this Agreement shall begin on the commencement date and continue on a month to month basis. Boat Owner may terminate this Agreement by giving the Marina WRITTEN notice at least fourteen days prior to the end of the month and returning the Storage key upon removal of the Boat. This Agreement will NOT be considered terminated until Marina is in receipt of all keys given to the Boat Owner.
3. PAYMENTS OF STORAGE FEES AND OTHER CHARGES: The Storage Fee is payable in advance and all other charges will be billed in arrears. Boat Owner will NOT be sent a monthly statement for standard storage fees unless requested in writing at an additional cost to Owner of \$15.00 per month. In the event of additional charges, an invoice will be sent to the address previously listed in this Agreement. Storage Fees are due by the 10th day of the month and if not paid by that date will incur a finance charge of \$25.00. If Boat Owner leaves in the middle of a month, no refund of prepaid Storage Fees for the current month will be made. All charges must be paid in full before the Boat may be taken from the Marina. Non-receipt of any billing statements and/or invoices does not relieve Boat Owner of the obligation to pay all charges due. Marina may change the fees or change the other provisions of this Agreement by written notice to Boat Owner 30 days prior to the month in which the change is to take effect. A \$25.00 charge will be incurred on each insufficiently funded check. Owner shall make an initial nonrefundable payment, including a security payment, in the amount set forth on page (2) herein. All rights belonging to owner and all responsibilities owed by Dusky under this Agreement are conditioned upon Owner's full payment of all monthly charges.
If Boat Owner fails to pay an outstanding balance for 90 days, Marina may charge double the above-listed Storage Fees beginning the fourth (4th) month and for each month thereafter during the term of this Agreement. At such time, Marina shall be authorized to sell the Boat at a non-judicial sale within the provisions of Section 328.17, Florida Statutes, after providing a written notice of non-judicial sale to the Boat Owner by certified or registered letter, return receipt requested at the address provided in this Agreement at least 30 days prior to any proposed sale. This provision is in addition to and not a limitation of Marina's rights under state or federal maritime law, which rights and liens are not waived and are expressly reserved. All charges are subject to applicable taxes.
4. USE OF SLIP – AUTHORITY: Boat Owner may use the Slip only to store the Boat and/or Trailer and for no other purpose. Marina reserves the right to exclusive control over the use of the Dock Space and Slip space and has the right to refuse to grant a license to any person for any reason. If Boat Owner sells the Boat and wants to use the Slip for another boat, Boat Owner must first get written permission from and register the new boat with the Marina. Boat Owner represents that Boat Owner has an ownership interest in the Boat and/or Trailer and/or Boat Owner is fully authorized to bind all owners of the Boat and/or Trailer to the terms and conditions of this Agreement. If an "Agent of the Boat Owner" (defined herein to include captains, employees, licensees, and guests) signs this Agreement, said Agent represents that he has the authority to bind the Boat Owner. If Boat Owner removes the Boat from the Marina for more than three (3) consecutive days, for any reason whatever, including for repairs to the Boat, Boat Owner shall notify Marina. Marina may use the Slip when not in use

- by Boat Owner without reduction of the Dockage Fee or payment of other compensation to Boat Owner.
5. LAWS, RULES AND REGULATIONS: Boat Owner shall comply with the Marina Rules. The Marina may change the Marina rules by providing adequate notice of same. In using the Marina, Boat Owner shall comply with all applicable laws, ordinances, rules and regulations of federal, state and local entities, including U.S. Coast Guard regulations.
 6. TRANSFERS AND ASSIGNMENTS: This Agreement and Boat Owner's rights hereunder are the personal privilege of Boat Owner and are not assignable and may not be sublet. Any attempt to assign or sublet is a default under this Agreement, is void and entitles Marina to immediately terminate this Agreement.
 7. CARE OF SLIP – MAINTENANCE: Boat Owner shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the Marina Rules. Upon termination of this Agreement, Boat Owner shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. Boat Owner shall not alter the Slip, dock area or utility services. Boat Owner shall not install or place any personal property, equipment, boxes or lockers of any type on the Slip, without written permission of Marina.
 8. ACCESS TO BOAT: Marina shall have the right to inspect the Boat from time to time to determine if the Boat is in compliance with the terms of this Agreement. Boat Owner shall provide Marina with access to any articles necessary to access the Boat.
 9. NO WARRANTIES: Marina makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip and the Marina for Boat Owner's intended purposes. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and hereby accepts the Marina and Slip in their current condition.
 10. EMERGENCIES, HURRICANES OR OTHER ACTS OF GOD: Marina expects Boat Owner to make suitable arrangements for safe, sheltered storage during tropical storms or hurricanes and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that Marina will be safe, sheltered storage during tropical storms or hurricanes. MARINA SHALL NOT BE DEEMED A BAILEE OF THE BOAT OWNER.
 11. DEFAULT – REMEDIES: Marina expressly reserves the right to declare Boat Owner in default and immediately terminate this Agreement or seek other remedies in lieu of the notice periods specified herein upon breach by Boat Owner of any of the terms or conditions specified in this Agreement. Upon termination, Boat Owner shall pay all sums due Marina and shall remove the Boat from the Marina forthwith. If Boat Owner fails to timely pay all sums due and/or remove the Boat from the Marina as stated, the Boat shall be conclusively deemed abandoned, Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem fee of \$100.00. Thereupon, Marina shall reserve the right to, after a period of seven (7) days, proceed with a non-judicial sale of the Boat pursuant to Section 328.17, Florida Statutes.
 12. ASSUMPTION OF RISK – DISCLAIMER OF LIABILITY – INDEMNITY: The Owner for himself, hereby releases and agrees to indemnify and hold harmless Dusky Boat Storage for any and all liability for personal injury, loss of life, property damage: (1) arising out of the ordinary negligence of the company or its employees and agents in connection with the company's premises of the use of the storage space; (2) in connection with the owner's boat, motor and accessories while on its premises; (3) for loss or damage to the owner's boat, motor and accessories or contents thereof due to fire, theft, vandalism, collisions, marina equipment failure, wind storm, rain, hurricane or other casualty loss. **The services provided under this Agreement are expressly limited to providing a storage space, without more.** Use of the Marina in whole, including use of the Slip, is at the sole risk of the Boat Owner, and Boat Owner hereby assumes such risk. Boat Owner, for himself, for the Boat and for the Boat Owner's Agents hereby releases Marina from any and all liability for loss, death, damage or injury (collectively "injury") to any person or property arising out of or in connection with the condition or use of the Boat or the condition or use of the Marina or the Marina's services (including forklift, tractor, unloading or loading of trailers and other services) whether such injury is caused by or through the acts or omissions of the Marina or by any other cause

whatsoever, including Marina's negligence. Marina expressly disclaims any responsibility related thereto, and shall in no way be considered or held liable for the care, protection or security of the Boat from any cause whatsoever. Boat Owner shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury. Marina is not to be considered an insurer of the Boat Owner's property, including the Boat, under this Agreement, and Boat Owner is encouraged to secure such insurance at his own expense. Boat Owner is also encouraged to remove all items not permanently attached to the Boat while the Boat is located in the Marina. Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Boat Owner's use of the Marina. Boat, Boat Owner and Boat Owner's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event Boat is involved in any casualty resulting in personal injury, death, property damage or property loss while stored in the Marina or in connection with this Agreement. In consideration of the Storage Fee set forth in this Agreement, Owner agrees that Marina shall not carry any insurance for the protection of Owner or Boat. **My initials indicate my agreement to all of this Paragraph Twelve (12).** _____

13. **BOAT OWNERS RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT:** Boat Owner and Boat shall be responsible for and shall promptly, upon demand, pay Marina for any damage caused to the Marina by Boat Owner, the Boat or the Boat Owner's Agents. Boat Owner shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay Marina for any damage, expense or liability incurred by Marina due to failure by the Boat Owner or Boat Owner's Agent(s) to comply with such laws and regulations or due to any pollution created by, caused by or contributed to by Boat Owner. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances"), into the water or land of the Marina. The costs for which Boat Owner and Boat may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up required and oversight by governmental agencies and Marina personnel and any legal fees incurred in defense of any related violations. Boat Owner shall be responsible for immediately reporting and cleaning up said Hazardous Substances. Boat Owner shall report any release immediately to the Marina manager and shall keep Marina informed on a daily basis of Boat Owner's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with Boat Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Boat Owner's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.
14. **CONDUCT:** The conduct at the Marina of Boat Owner, any member of Boat Owner's family, and any Agent of the Boat Owner shall be the sole responsibility and liability of the Boat Owner. Conduct by the Boat Owner or Agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the Marina (including use of drugs or alcohol) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina.
15. **SECURITY SERVICE:** Boat Owner acknowledges that Marina offers no security service and bears no liability or responsibility in the event that Boat Owner's property, including the Boat, motor, accessories, trailer and any other personal property whatsoever, is injured, lost or damaged.
16. **NOTICES AND ADDRESSES:** Any notice hereunder shall be in writing, shall be forwarded only to the address(es) set forth in this Agreement, and shall be considered delivered and received three days after mail deposit. Boat Owner is responsible for informing Marina of any changes to Boat Owner's contact information, including mailing address and phone number. Marina requests that any such change be done in writing and noticed via certified mail, return receipt requested.
17. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between parties and supersedes all prior agreements.

- 18. LIEN ON PROPERTY: Marina shall have a lien in the amount owed by the Boat Owner under this Agreement, and for any damage caused or contributed to by the Boat or Boat Owner to any property of the Marina, against all property stored by the Boat Owner in the Marina. If Marina elects to enforce this lien, the Boat and Boat Owner agree to pay all legal fees and costs incurred by Marina in such enforcement.
- 19. FINES: Any violation of this Agreement and the Marina Rules is subject to fines and/or termination of this Agreement at the sole discretion of Marina.

BY SIGNING BELOW, OWNER AGREES THAT HE HAS READ ALL EIGHT (8) PAGES OF THIS DUSKY BOAT STORAGE AGREEMENT AND FURTHER AGREES TO ABIDE BY ALL RULES AND TERMS SET FORTH HEREIN.

DUSKY

OWNER

DATE: _____

DATE: _____

MARINA RULES

1. Daily Hours of operation are from 6:00AM to 10:00PM. These are the only hours during which the Boat Owner is permitted in the Marina, including to store and launch the boat.
2. Marina shall assign an enumerated Slip to the Boat Owner. The Boat Owner is permitted only to use this assigned storage Slip. The Boat Owner shall not park in another storage slip for any reason whatever, including because another boat is located in the Boat Owner's slip. If another Boat is parked in Owner's slip, owner shall immediately notify Marina and park under the power lines.
3. Any and all gates used by the Boat Owner must be fully locked and secured immediately upon entering or leaving the Marina. The Boat Owner may be found liable for any resulting injury, loss or damage for failure to lock and secure the Marina.
4. The Boat Owner shall NOT park on the concrete areas. These areas are used for maneuvering.
5. Owner shall not park in such a manner that will prevent the security beam from being activated. Beams run along the entire length of the west fence. Please allow at least a 3' clearance between the fence and all boats/trailers. Boats/trailers found to be blocking the beam will be moved immediately at Owner's expense.
6. The Boat Owner shall NOT leave the boat in the water overnight.
7. The Boat Owner shall, prior to leaving the Marina, remove all fish carcass, bait, trash, debris, etc. The Boat Owner shall NOT use on site trash drums to dispose of unusable fish and bait. The Boat Owner shall clean the fillet table after use and dispose of all fish carcass, bait, trash, debris, etc. in a proper fashion.
8. The Boat Owner shall keep dogs and all other pets on a leash at all times.
9. The Boat Owner shall maintain current registration on watercraft and trailers at all times.
10. The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching berthing areas.
11. The Boat Owner or person in charge of any departing vessel must notify Marina manager of their plans. Marina reserves the right to rent any and all slips when vacant. The Boat Owner shall NOT receive a credit for any such rental.
12. Noise should be kept to a minimum at all times. Discretion in operating engines, generating plants, radios, televisions, and all other sound producing devices and equipment should be used in a manner so as not to create a nuisance or disturbance.
13. Docks and slips are to be kept clear at all times. Lockers, chests, cabinets or similar structures shall not be constructed or placed on docks or slips. Storage of loose material, supplies, debris or gear is not permitted.
14. Refuse and garbage is not to be thrown overboard but is to be placed in the containers provided. Fish carcasses and unused bait shall NOT be disposed of in the refuse containers. Oil, spirits, inflammables and oily bilges may not be discharged into water or on land.
15. Advertising signs are prohibited and Marina does not allow solicitation of business or sale of merchandise. Marina address and phone number shall not be used for business purposes.
16. Swimming, diving and fishing is not permitted from the docks.
17. Marina may limit and govern all parking spaces in the Marina parking area. Vehicles parked in violation of parking regulations will be towed at the risk and expense of Boat Owner. Marina does not warrant the availability of parking.
18. Boat Owner is responsible for damage caused by Boat Owner, his employees, guests, agents or boats to Marina's docks, structures and pilings.
19. NO WAKE!!!! Boat Owner is responsible for damage caused by the boat's wake.
20. All repair work is strictly prohibited while in the Marina.
21. The Boat must be free of hazards that may cause danger or expense to Marina or to others. The trailer shall be maintained in an operable condition at all times.
22. No fuel trucks may dispense fuel at the Marina.
23. The launch ramp is inherently slippery. Please use extreme caution when in its vicinity. Be sure to always wear proper footwear to minimize risk of slipping. Do not allow boat passengers to exit the boat on the ramp. Marina will assume no responsibility or liability for

any loss, death, damage or injury to any person or property directly or indirectly related to use of ramp or any articles in its vicinity.

- 24. Boat Owner shall NOT permit any outside contractors into Marina at any time. Boat Owner shall NOT perform repairs while in the Marina.
- 25. If Boat Owner, or Boat Owner's Agents, employees, crew or guests violate these Marina Rules, engage in disorderly conduct, or engage in conduct that creates a threat or injury to persons, property or the reputation of Marina, the Marina may terminate this Agreement and may immediately cause the removal of the boat at Boat Owner's sole risk and expense.

DUSKY BOAT STORAGE CREDIT CARD REQUIREMENT

In an effort to maintain our current price schedule with each customer, and to more effectively monitor and enforce our payment requirements, as of May 15, 2006, in consideration of continued storage by the undersigned ("Boat Owner"), Boat Owner shall provide Dusky with valid credit and/or debit account information. This account information shall only be used by Dusky if the Boat Owner fails to pay monthly charges as specified in Section (3) of the Dusky Boat Storage Agreement. At such time, Dusky shall then have the option to either: (1) proceed with the sale of the Boat Owner's boat and/or trailer, as stated in the Storage Agreement, or (2) process a transaction from the below account, particularly if Dusky is unable to effect said sale for any reason whatever.

Boat Owner Name: _____

Boat Description: _____

Trailer Description: _____

Credit or Debit Card Number: _____

Expiration Date: _____

CV Code: _____

Owner Signature

Date: _____, 2010