MARINEMAX
Maximizing Your Enjoyment on the Water

MARINEMAX TRANSIENT
DOCKAGE AGREEMENT

IDS # _____
For Office Use Only

Pier 59 - Chelsea Piers, New York, NY 10011
Phone (212) 336-7873 Fax (212) 824-4092
www.marinemax.com

Arrival _____ **Departure**_____
(1:00pm or later) (Check-out by 12p Noon)

*** See page 5, paragraph 20 for more details regarding Check-In/Check-out ***

This agreement entered into this _____**day** of _____, **2018** by and between **MarineMax Northeast LLC**. Hereinafter known as **LICENSOR / LANDLORD** and **VESSEL OWNER**_____, hereinafter known as the **LICENSEE / TENANT**, subject to the following terms and conditions:

1. This SPACE RENTAL AGREEMENT is for a period from _____ **to** _____ Inclusive and may be renewable for additional periods upon agreement of both parties as to rates, conditions, space involved, and payment of all specified fees and services.

YACHT NAME_____ **Captain Name**_____

LOA _____ **Make**_____**Model**_____**Year**_____

Power /Sail _____ **Draft**_____**Beam**_____ **Other Info/Requests**_____

PLEASE CHECK DESIRED SLIP RENTAL AND ELECTRICAL SERVICE

Slip Rental ☐ Daily ☐ Weekly ☐ Monthly **Daily Rate: $6.00ft/day** (Up to 55ft,Max Beam 18ft) **$8.50ft**/day (55ft +)
Catamaran $15.00 per foot

Electric Service Request: 1 Leg ☐ 2 Legs ☐ 0- 35ft: **$30/day,** 36-45ft: **$40/day**, 46ft+ **$50/day** (price is per leg)

Special Terms and Conditions
Other:

CREDIT CARD INFORMATION	
Name:	
Credit Card #:	
Expiration Date:	**Sec. Code:**
Billing Address:	
City/State/Zip:	
Phone:	
Cell:	
Email:	

Space Rental Fees and Services
Dockage:
Electric:
Marina Supplies:
Other Fees/Tax:
Total:
Less Advance Deposit:
Unpaid Balance Due:

Licensee(s) certify that all information on dockage agreement has been read and the terms and conditions set forth herein on **all pages attached** are fully understood. Licensee(s) further certify that they have examined the space in which the subject boat is to be placed and find it is suitable and acceptable.

LICENSEE / TENANT

X_____

LICENSOR / LANDLORD

X_____

Licensor and Licensee hereby enter into this Agreement which incorporates and includes the attached Marina Rules and Regulations ("Rules and Regulations"), which may be modified or amended as provided in this Agreement, and Licensor agrees to lease to Licensee a boat slip at Chelsea Piers, Pier 59, New York, NY 10011 ("Marina") pursuant to the following terms:

1) **BOAT SLIP:**

a) Rental of Boat Slip: Licensor hereby rents to Licensee and Licensee rents from Licensor the boat slip located in the Marina and designated on the first page of this Agreement, and allows Licensee to occupy this boat slip for the sole purpose of docking the above-described Boat for the duration of this Agreement, as set forth in paragraph 2 below.

b) Permitted Use: Licensee shall not cause or permit the above-described boat slip, or any other boat slip to which the Boat may be relocated, (collectively, the "Boat Slip") to be used for any purpose other than the docking of the above-described Boat 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 Boat, nor do the parties intend to create a bailment for the Boat. There is neither temporary nor permanent dominion or control exercised over the Boat by Licensor.

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

2) **DURATION OF BOAT DOCKAGE AGREEMENT:** The term of this Agreement shall be for term indicated on the first page of this Agreement, beginning with the date first above written on the first page of this Agreement.

3) **BOAT DOCKAGE RENTAL FEE (THE"FEE"):** Licensee shall pay to Licensor, for the use of the Boat Slip, together with the utilities and services provided by the Licensor, the Fee as set forth on the first page of this Agreement on or before the fifth (5th) day each month. It is agreed that the Fee may be changed periodically at Licensor's sole discretion. Prior to implementing any such changes in the Fee, Licensor shall provide Licensee with prior written notice to be sent First Class Mail to the address stated above for such notice. Notice of rate changes shall also be posted in a conspicuous place in the Marina in advance of the effective date of the rate change. Failure of Licensee to receive notice of the rate changes shall not be a defense to the validity and collectability of the changed Fee.

a) RETURNED CHECKS: Licensee shall pay to Licensor a charge of five percent (5%) of the face value of the check or $30.00, whichever is greater, for each check that is returned to Licensor unpaid and any late charges, if applicable. This paragraph is subject to the provisions of paragraph 3(d).

b) LATE PAYMENT CHARGE: Licensee shall pay to Licensor a charge of Fifty and no/100 Dollars ($50.00) if Licensee fails to pay the Fee or any other charges payable under this Agreement within five (5) days of the date the Fee or such charges is/are due and payable. The foregoing fee is not a penalty but is to recompense the Licensor's administrative costs due to the failure of Licensee to make timely payment. This paragraph is subject to the provisions of paragraph 3(d).

c) NON-JUDICIAL SALE: In addition to all other remedies available to Licensor under this Agreement, at law or in equity, in the event that Licensee does not pay the Fee or any other charges on time and in full, Licensor may initiate the procedure for a non-judicial sale of Licensee's Boat as provided for in the New York Statutes.

d) DEFAULT: Licensee shall pay the Fee and all other charges payable pursuant to this Agreement on a timely basis. Failure to do so shall constitute a default of this Agreement and Licensor may terminate this Agreement and exercise any of the remedies available in this Agreement and as provided by law. Paragraphs 3(a) and 3(b) are optional provisions exercisable by Licensor for the benefit of Licensee. Nothing in either of these paragraphs shall be construed as mandating Licensor to waive its right for timely payment, nor shall the exercise of either of these paragraphs waive Licensor's right to demand timely payment in the future.

e) LIEN: Licensor shall have a lien against the Boat, its appurtenances, gear, equipment and contents for sums for dockage and rental, services provided to the Boat, injury or damage caused or contributed to or by the Boat or Licensee, 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.

4) **RULES AND REGULATIONS:** Licensee must comply with the Rules and Regulations attached to this Agreement and incorporated herein by reference. Violation of any of the Rules and Regulations or breach of any term or provisions of this Agreement can result at Licensor's option in the termination of this Agreement. The Rules and Regulations may be changed periodically in Licensor's sole discretion. Prior to implementing any such changes to the Rules and Regulations, Licensor shall provide Licensee with ten (10) days written notice sent by

First Class Mail to the address stated above for such notice. Notice of changes to the Rules and Regulations shall also be posted in a conspicuous place in the Marina ten (10) days in advance of the effective date of the changes. Failure of Licensee to receive notice of changes to the Rules and Regulations shall not be a defense to their validity and enforceability.

5) **REMOVAL AND STORAGE OF BOAT:** Licensee agrees that at the end of the term of this Agreement, or upon the earlier termination or cancellation of this Agreement as provided herein, Licensee will remove the Boat from the Boat Slip in a careful, seamanlike manner, leaving all facilities and utilities, including all shore connections and any devices supplied by Licensor, in good order and condition, reasonable wear and tear expected. In the event Licensee fails to remove the Boat in timely manner, Licensee authorizes Licensor to have the option of: A) charging Licensee daily rent on a pro-rata basis for the space occupied: or B) taking possession of the boat and equipment and locking it to the space provided; or C) removing the Boat at Licensee's sole risk and expense and placing the Boat in open storage; or D) pursuing any other remedy available under law. LICENSEE AGREES THAT LICENSOR SHALL NOT BE LIABLE OR OTHERWISE HELD RESPONSIBLE FOR ANY DAMAGE, LOSS OR EXPENSE IN CONNECTION WITH SUCH REMOVAL OR STORAGE. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE BOAT REMOVED PURSUANT TO THIS PARAGRAPH. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, LICENSEE SHALL NOT HAVE THE RIGHT TO REMOVE THE BOAT OR ANY PART THEREOF FROM LICENSOR'S PREMISES UNTIL ALL DOCKAGE FEES, OTHER CHARGES AND LIENS OWING BY LICENSEE HEREUNDER HAVE BEEN PAID TO LICENSOR IN CASH, CASHIER'S CHECK OR MONEY ORDER. In addition, upon default of Licensee hereunder, Licensee hereby grants Licensor the right to place a lock on the mooring of the Boat, which remedy shall be in addition to any other remedies available to Licensor hereunder or at law or in equity. Licensor reserves the right to lease the vacated Boat Slip without incurring any liability to Licensee.

6) **LIMITATION OF LICENSOR'S LIABILITY: THE BOAT SLIP IS TO BE USED AT LICENSEE'S SOLE RISK. LICENSOR SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE BOAT, INCLUDING HER GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE BOAT, HER GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LICENSOR'S NEGLIGENCE. LICENSEE HAS EXAMINED THE MARINA AND THE BOAT SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE MARINA AND BOAT SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF HIS BOAT. LICENSEE IS RESPONSIBLE FOR DAMAGE TO OTHER BOATS, BUILDINGS, FENCES, DOCK STRUCTURES AND PILINGS CAUSED BY THE BOAT, LICENSEE, HIS FAMILY, EMPLOYEES, INVITEES OR AGENTS, OR LICENSOR, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE LICENSEE.**

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

8) **INSURANCE:** Licensee must maintain liability insurance upon the Boat with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate. Additionally, Licensee shall maintain a full coverage insurance policy for the replacement value of the Boat. Licensee shall furnish evidence of such insurance to Licensor within ten (10) days of executing this Agreement. It is expressly agreed by Licensee that Licensor is not and shall not be construed to be an insurer of Licensee's property or as an insurer against loss or property damage to the Boat, its gear, equipment or contents due to fire, vandalism, theft, collision or any other casualty loss, and Licensee waives his insurer's right of subrogation against Licensor and its employees.

9) **ASSIGNMENT AND SUBLETTING:** Licensee's rights under this Agreement cannot be transferred, sold, assigned or sublet without Licensor's prior written permission, which may be withheld in its sole and absolute discretion. In the event Licensee sells the Boat, Licensor shall not be obligated to execute a new Agreement with the new Licensee.

10) **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 New York, 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 New York, without regard to its choice of law provisions.

11) **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 New York Statutes.

12) **ENFORCEMENT:** Licensor 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. Licensor 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.

13) **WAIVER:** The waiver by Licensor of any condition or default of this Agreement shall not be construed as a waiver of any subsequent conditions or defaults of this Agreement.

14) **SEVERE WEATHER AND OTHER EMERGENCIES:** Licensor expects Licensee to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Licensee warrants such arrangements have or will be made. Licensee may not assume that Licensor's premises will be safe, sheltered anchorage during such period. UNDERTAKING TO MOVE OR EVACUATE THE BOAT SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE BOAT BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE BOAT.

15) **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 Licensee's Boat.

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

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

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

19) **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.

20) **VESSEL ARRIVAL AND DEPARTURE TIME:** Licensee may arrive anytime after **1:00pm** on their scheduled arrival date unless agreed upon in advance with Licensor. Licensee departure must be no later than **12:00p Noon** on scheduled departure date. A later departure time must be agreed upon in advance with Licensor and an additional charge may incur.

MARINA RULES AND REGULATIONS

Licensor provides these Marina facilities for your comfort and convenience. For the safety and enjoyment of the Marina it is required that all Licensees, their crew and guests abide by the following Rules and Regulations. Electrical service supplying the marina is not separately metered to each individual slip. The utility charges servicing the entire marina are paid for by the Licensor. Licensee's found to be using an excessive amount of electrical service, at the Licensor's sole and absolute discretion, may be charged an estimated monthly utility usage fee in addition to the monthly dockage fee.

1) All boats must be registered upon arrival and receive assignment to a berth or slip.

2) Licensee's boat must comply with the Marina's Maximum Overall Boat Length Policy as set forth in Licensee's Boat Dockage Agreement.

3) Licensees must provide a current federal documentation or state registration for all boats berthed in the Marina, and be listed as a legal owner.

4) Licensee shall deliver to the Licensor duplicates of all keys required to access and operate his/her boat. Licensor shall enter Licensee's boat only for periodic inspection or in the event of an emergency

5) Licensees may not sublease or permit boats owned by others in their slip.

6) Boat slips may be transferred to the new owner of the boat registered in Licensee's Boat Dockage Agreement only with Licensor's prior written approval.

7) No Licensee shall live aboard his or her vessel nor shall he or she permit others to do so.

8) Boats berthed in the Marina and the Boat Slip occupied by the Boat must be kept in a safe, clean and attractive condition. Hanging of laundry, towels and bathing suits above-decks on Boats, docks or piers is prohibited.

9) Water must not be wasted and Licensees shall furnish a hose which has a positive shut-off at the discharge end.

10) Marina dock areas must be kept clear of stored and hazardous materials.

11) Licensees shall not be permitted to install or retain their own dock boxes unless written permission is given by the Licensor. Licensor reserves the right to install its own dock boxes and require Licensees to use such dock boxes at rental rates set by Licensor at a later time.

12) Licensees shall keep the docks in the Marina free of obstructions. All boating materials, including, but not limited to: goods, supplies, dinghies, and rafts must be stored on the boat or inside an approved dock box. No items other than utility and dock lines shall be stored on the dock.

13) Licensees must use marine UL approved marine grade shore power cords for electrical service connections to Marina shore power outlets. Both water hoses and power cords shall not run across Marina dock areas.

14) Licensor does not guarantee that electrical service shall be continuous. Licensee shall not use the marina's electrical outlets to operate power tools, equipment, machinery, etc. unless written permission has been given by Licensor.

15) No open fires are permitted on boats or Marina dock areas.

16) The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited and Licensee 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. Licensees must place all trash and garbage in the commercial containers located at the Marina.

17) Licensee shall not undertake any repairs or replacements of its vessel without Licensor's prior consent. Licensor's liability insurance policy requires all contractors working on boats at the Marina to be licensed and properly insured. Licensees are not permitted to provide access to private contractors that do not meet these requirements. All contractors must register with the Marina office and provide evidence of liability and worker's compensation insurance in forms and amounts acceptable to Licensor in its sole discretion. Licensor reserves the right in its sole discretion to prohibit any contractor from working in the Marina. No work shall be permitted other than between the hours of 9 a.m. and 5 p.m. without Licensor's prior consent. All work performed on a Boat shall be performed in such a way as to minimize noise and disturbance to others.

18) Fresh water provided by Marina may not be used as a coolant for air conditioning units or cleaning of boat hulls. Dockside water connections must be shut off or removed when Boats are not in use and Licensor reserves the right to disconnect or shut off water service when boat is not occupied and Licensee waives all claims arising out of Licensor's exercise of such right.

19) No fuel will be pumped / transferred from the boats to containers on dock areas. Gasoline, other petroleum products, hazardous or toxic materials, and other substances which pose a risk to the environment may not be stored in dock boxes, or on the docks and, except as may be necessary on the ordinary operation and maintenance of a boat, may not be stored on a Boat where it is in the Marina.

20) Boats shall conform to all federal and state regulations concerning boat safety devices and equipment, including without limitation the then current Coast Guard and AYBC standards.

21) Notices or signs are not permitted to be displayed on Licensees' boats, Marina dock areas, buildings or grounds without Marina approval. All boats for sale must be listed and cleared through MarineMax.

22) Birds will not be fed from boats or Marina dock areas.

23) Fishing and netting are prohibited from Marina dock areas. Use of harpoons or spears is prohibited from the Marina. Further cleaning of fish or shellfish anywhere but on Licensee's Boat is prohibited. All other waste resulting from such cleaning activities must be disposed of in Marina trash containers.

24) Recreational swimming is prohibited in the waters of the Marina. Small boats or dinghies are not permitted to be stored or operated under Marina dock areas.

25) Pets are permitted only if they do not disturb others. Pets are not permitted in offices, lounges or restrooms and must be under control while on Marina dock areas.

26) No bicycles, motor cycles, mopeds, in-line skates, skateboards may be used on docks.

27) Licensees 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 Licensees 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 Licensee has failed, in Licensor's judgment, to take reasonable safety precautions, Licensor reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Licensee. However, **LICENSOR 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 LICENSOR'S NEGLIGENCE.**

28) Licensees leaving for an extended cruise (more than 24 hours) will so notify the Marina office. Licensor reserves the right to use any boat slip during the temporary absence of a boat.

29) All artificial noise making devices, including, but not limited to: bird callers, squawkers, and deterrents must be approved by Licensor, which approval Licensor may give or deny in its sole and absolute discretion. If not approved, the artificial noise maker(s) must be removed or deactivated. No fireworks are permitted in the Marina.

30) Licensees, their crew and guests are cautioned to be considerate of others. Behavior or conduct that Licensor in its sole and absolute discretion determines might injure another party, cause damage to property or disturb the other Licensees may lead to termination of Licensee's Boat Dockage Agreement by Licensor.

31) Display or use of firearms in the Marina is prohibited.

32) Licensee's shall comply with all applicable laws, statutes, codes, rules ordinances, and other governmental requirements. Further, U.S. Coast Guard Regulations require that any vessel with an installed toilet operating inside the Territorial waters is required to have on board equipment designed to receive, retain, treat or discharge sewage and any process to treat sewage. The harbormaster or his/her representative is authorized to board vessels docked, or to be docked, to inspect marine sanitation devices and ascertain that the MSD is fully operational, and that, where applicable, the Y-valve is positioned so that sewage is directed into the holding tank for retention on board the vessel. Vessels not meeting U.S. Coast Guard Regulations will be refused dockage. By signing these Rules and Regulations, boaters also agree to permit the harbormaster to seal marine heads, when in his/her judgment such action is necessary to prevent the discharge of wastes into the surrounding water. Dumping overboard is prohibited.

33) Violation of any City or County Ordinance, State or Federal Laws, violation of regulations of City, County, State, or Federal agencies shall be cause for Licensor to immediately terminate Licensee's Boat Dockage Agreement and exclude Licensee and his or her Boat from the Marina.

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

_____ Date:_____

LICENSEE / TENANT

_____ Date:_____

LICENSOR/ LANDLORD