

MARKER 8 HOTEL & MARINA

1 Dolphin Drive, St. Augustine, FL 32080 Phone: 904-829-9042
www.marker8marina.com

Arrival Date: _____ Slip No.: _____

Vessel Name: _____

Master/OWNER'S Name: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____

Captain: _____ Cell: _____

Insurance Carrier: _____ Policy No: _____

The Master, the OWNER'S, and the vessel are all jointly severally, and individually liable on this agreement. The person signing hereby affirms actual and apparent authority to bind the master/OWNER'S of the vessel for full payment as specified herein. The parties to this agreement are the master, owner, its agents or employees and vessel (hereinafter "OWNER") and DOLPHIN COVE INN, INC / dba MARKER 8 HOTEL & MARINA (hereinafter "MARINA").

1. This is an admiralty and Maritime slip/space rental agreement under General Maritime Laws, Statutes, and the Code of the United States of America, and a laborer's lien under Florida's Statutes. The rules and regulations governing dockage and service attached hereto are incorporated in this agreement.
2. MARINA shall have a lien against the above described vessel, her appurtenances and contents, for unpaid sums due for use of dock facilities and/or services, or for damage caused or contributed to by the above named vessel, or by OWNER, or by OWNERS guest to any dock, property or person at the MARINA.
3. OWNER hereby releases and agrees to save MARINA harmless from any and all liability for personal injury, loss of life and property damage of any natures to OWNER, his family, employees, guests and agents, arising out of or in connection with use of dock space and/or MARINA premises, whether or not such loss, claim, suit or cost is based upon negligence of MARINA, its employees or otherwise.
4. The MARINA shall not be liable for the care or protection of the vessel, including her gear, equipment and appurtenances at any time. It is the full responsibility of the vessel OWNER to make arrangements for the safety and protection of hi/her vessel and appurtenances.
5. OWNER agrees to comply completely with all posted rules and regulations of the MARINA herein attached as Exhibit A, as amended from time to time, as fully as though they were set forth herein, and should breach of this Agreement or if violation of the Rules and Regulations occur, Agreement shall terminate immediately and the MARINA may remove vessel from dock space at OWNERS expense and risk and take possession of space with no financial obligations to OWNER.
6. OWNER agrees that he and his vessel shall be responsible for any damage caused to any property of the MARINA as a result of any collision, impact or otherwise by the OWNER'S vessel and the MARINA. Whether the OWNER has privity and knowledge of facts, manner or negligence causing the damages of the vessel, the OWNER agrees to waive any and all rights to limitation of liability to any action brought on account of any such damages caused by the vessel.
7. OWNER is required to have vessel insured with marine fuel and oil spill liability and Hull Insurance Protections and Indemnity Insurance. OWNER has full responsibility to obtain and maintain adequate insurance for OWNERS protection at the OWNERS expense. The MARINA is not responsible in any way to obtain or maintain any insurance with respect to the vessel.
8. No major repairs or maintenance to any vessel is permitted. Outside contractors are not permitted to work on MARINA property without written permission from the MARINA. Proof of liability is required.

9. MARINA prohibits the use of cleansers that contain ammonia, petroleum distillates, sodium hypochlorite, or chlorinated solvents. MARINA patrons are required to use proper management and disposal of liquid and other wastes. The MARINA encourages the use of pump out stations.
10. OWNER shall be responsible for and shall pay any attorney's fees at trial level as well as the appellate level, together with any cost and/or charges incurred by the MARINA in the enforcement of any provision of this Agreement.
11. PURSUANT OF FLORIDA STATUTE 328.17 AND FOLLOWING PART, MARINA IS AUTHORIZED TO SELL THE ABOVE MENTIONED VESSEL, HER APPURTENCANCES, AND CONTENTS, AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF RENT FOR A PERIOD OF TWO (2) MONTHS. NOTICE BY CERTIFIED MAIL OF A NON-JUDICIAL SALE, WITH REFERENCE TO THE AFORESAID VESSEL, WILL BE MAILED TO OWNER'S AT ABOVE ADDRESS THIRTY (30) DAYS PRIOR TO SALE.
12. All daily, weekly and monthly dockage fees are payable in advance. Default occurs when a payment is twenty (20) days late. In the event of default, the MARINA reserves the right to revert to the one (1) day rate plus a \$1.00 per foot per day service charge.
13. In the event a vessel should leave her slip, OWNER is required to inform MARINA of this event and the expected time of return. MARINA reserves the right to rent the slip during this time with no financial obligations to OWNER. Should OWNER fail to comply, MARINA will not be obligated to provide dockage for the vessel upon her return.
14. MARINA reserves the right to move the vessel from one slip to a different slip, from time to time and add, remove or adjust mooring lines, and electrical connections at MARINA'S discretion.
15. OWNER represents to MARINA that OWNER'S vessel is used for personal pleasure purposes only and agrees that it will not be used for commercial purposes without MARINA'S prior written approval. Vessels used for commercial purposes may be subject to additional fees.
16. Waiver of any condition or conditions of this Agreement by the MARINA shall not be deemed to be continuous.
17. In the event any portion of this Agreement is deemed to be in violation of any law of the United States of America or State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of the Agreement shall remain in full force and effect. The Agreement shall be interpreted in accordance with the laws of the State of Florida and the United States of America.

I HAVE READ THIS ENTIRE AGREEMENT. I FULLY UNDERSTAND AND AGREE TO THE TERMS SET FORTH HEREIN.

PRINT NAME (OWNER): _____

SIGNATURE (OWNER): _____ Date: _____

*Thank you.
Check-Out Time is 11:00 a.m.*

MARINA RULES & REGULATIONS

Exhibit "A"

1. GENERAL RULES AND REGULATIONS

- a. **Live Aboard:** Permanent live aboards are NOT PERMITTED at MARINA. Live aboard are defined by living more than 3 consecutive months on vessel. MARINA will have the right to ask OWNERS to leave the MARINA. (Transient and visiting boaters may stay aboard their vessel while docked at the MARINA).
- b. **Pets:** Pets are permitted to stay aboard vessels but are required to be leashed if off the vessel at all times. Pets are not permitted in hotel rooms. Any pet deemed to be a nuisance by MARINA may be banned. Pets waste must be picked up and properly disposed of in accordance with MARINA (see Waste Disposal rules – 6-b). ADA Certified animals are the exception.
- c. **Use of MARINA Facilities:** OWNER has the right to use the pier and dock in the MARINA for access by foot to the Slip, subject to the right of all other OWNERS to use such facilities. OWNER'S guests are required to register at the MARINA or the OFFICE. OWNER and OWNERS guests may use the MARINA restroom, lounge and coin laundry facilities. No permission is granted to OWNER'S to organize, plan or hold gatherings for OWNER or OWNERS guests on the MARINA property, piers or docks. OWNER understands that this agreement is merely for slip/space rental for vessel and no other rights are hereby conveyed. MARINA reserves the right to limit the number of guests accessing OWNERS vessel and/or to prohibit any OWNERS guests from MARINA. Trespassers will be removed from the premises and prosecuted.
- d. **Storage on Docks:** OWNER shall not store or place supplies, bicycles, equipment, dinghies, skiffs, surfboards, accessories, materials or debris of any kind on docks or finger piers. OWNER shall not paint, decorate, change or make any alterations to the Slip or any other area in the MARINA. OWNER shall not construct or place any lockers, chest, storage cabinets or similar structures on the docks and finger piers. Docks and premises are to be kept free and clear of debris at all times and present a neat appearance.
- e. **Noise:** OWNER will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Any work or other activities that are a nuisance to others will not be permitted.
- f. **Advertising, Soliciting and Commercial Use:** Advertising or soliciting, such as leasing business or sale of property, shall not be permitted unless approved by MARINA. Vessels shall not be used for commercial purposes from the MARINA unless written permission is given by the MARINA General Manager.
- g. **Fishing, Netting and Fish Cleaning:** Fishing and cast nets are not permitted from bulkhead. Spear fishing is not permitted on MARINA property. All fish cleaning is to be done aboard vessel or at designated MARINA location on the fixed pier. All residue from cleaning fish shall be retained on board for proper disposal or sealed in plastic bags and placed into upland dumpster provided by MARINA. Fishing from the docks, pier or boats within MARINA shall not be permitted.
- h. **Vehicles:** Bicycle, motorcycles, motor bike, moped and motor scooter riding, skating and skateboarding on the docks are prohibited.
- i. **Holidays/ Special Events:** MARINA reserves the right to limit the number of guests OWNER may have on OWNER's boat or MARINA property.
- j. **Termination:** MARINA reserves the right to terminate this Agreement for berthing facilities at any time.
- k. **Change of Rules and Regulations:** The MARINA reserves the right to amend or make additions to or deletions from the Rules and Regulations from time to time with or without notice to OWNERS.

2. SAFETY

- a. **Fires, Fueling and Dangerous Conditions:** 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 gas stoves are used. No fuel facilities are located at the MARINA. Not more than two properly rated, portable fuel cans may be kept on board if secured to the Vessel. OWNER will immediately correct any dangerous or hazardous conditions on their Vessels or caused by their vessel. Grills are not permitted on dock at any time.
- b. **Swimming and Diving:** Swimming and diving are not permitted in the waters of the MARINA.
- c. **Electrical and Utility Outages:** The MARINA shall not be responsible for electrical, water or outages of the results or damages therefrom.
- d. **Security:** MARINA may employ personnel for the protection of the MARINA property. The MARINA will not be responsible for OWNERS property.
- e. **Storm Preparation:** The MARINA will charge for equipment and services rendered due to storm preparation for individual boats that are improperly secured to dock as determined by the MARINA.
- f. **Disorderly Conduct:** MARINA reserves the right to remove any OWNERS or OWNER's guests that MARINA deems disorderly, threatening or violent.

3. DOCKAGE

- a. **Private Marina:** MARINA'S docks are for the private and exclusive use of our guests including OWNERS and visitors invited by such guests. MARINA does not maintain a public "Dinghy Dock", does not allow public use of shower and laundry facilities. Trespassers will be removed from the premises and prosecuted.
- b. **Dockage Charges and Vessel Measurement:** Dockage charges will be calculated by multiplying the appropriate dockage rate by the measured length of the vessel. MARINA may elect to use the registered or documented length as the basis for charges. MARINA will settle any question of length by measurement which may include extensions such as pulpits, bow spits, davits, dinghies and outboards.
- c. **Seaworthy Condition:** Only vessels, in good and seaworthy condition, and under their own power shall be permitted to enter the assigned slip/space.
- d. **Dockage Day:** Dockage day begins at 6:00 a.m. Any vessel docked prior to 6:00 a.m. will be charged dockage for the previous night. Check out time is 11:00 a.m. Any vessel that occupies a berth after 11:00 a.m. will be charged a full day dockage.
- e. **Dinghy Dockage:** MARINA defines a dinghy as any vessel under 13 feet that does not exceed the width of the slip when tied on the primary vessel. Any dinghy tied up elsewhere and those exceeding these requirements will be considered as a second vessel and charged regular dockage.
- f. **Subleasing:** Subleasing of slips/spaces, transfer of boats between slips/spaces, or from one slip/space to another slip space is not permitted except upon prior approval from MARINA. MARINA will require a written notice from OWNERS 15 days prior to any changes. No slip/space renter shall allow any vessel other than his own to occupy the slip/space granted him under the terms of this agreement.
- g. **Checking Out:** OWNER agrees to notify MARINA when removing vessel permanently and shall settle their account prior to departing. All personal property must be removed from the MARINA when dockage rental is terminated.

Use of Slip during Vessel Absence: When OWNER expects to vacate his slip for more than (2) days he shall notify MARINA in advance. MARINA will require a written notice from OWNERS 15 days prior to any changes. MARINA shall have the right to rent the slip to other persons during the period of absence of vessel. If OWNER'S fails to give such notice and the Vessel is absent from the Slip for (2) days or more, the MARINA shall, in such circumstances, also have the right to use the Slip and have no liability for any inconvenience caused to OWNER should the Slip be occupied upon the return of the Vessel

- h. **Vessel Relocation:** The MARINA reserves the right to relocate vessels as required for emergencies, special events or space.

4. PARKING

- a. **Parking:** MARINA provides a loading/unloading parking space for MARINA boat OWNERS, which is limited to a maximum of 15 minutes. All parking for OWNER will be off-site of the Hotel. No on-site parking is provided for the MARINA. Street parking is permitted within the neighborhood.

5. VESSEL MAINTENANCE AND CONTRACTORS:

- a. **Contractors:** OWNER agrees to only use contractors or service personnel who register at the MARINA office and produce proof of insurance in accordance with City Ordinance prior to working on any vessel in MARINA. OWNER agrees to pay a daily rate for electricity used by OWNER Contractor unless the Contractor used the electrical service for which OWNER has paid in advance.
- b. **Routine** barnacle removal on vessel is permitted by MARINA.
- c. **Vessel Appearance:** All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel or MARINA property.
- d. **Maintenance Work within Slips:** Painting, scraping or repair of gear shall not be permitted on the docks, finger piers, or pier. The extent of maintenance or repair work an OWNER may perform on his vessel while within a slip shall be at the sole discretion of the MARINA. No rotary disk sanding or spray painting is allowed in the Marina.

6. ENVIRONMENTAL

- a. **Pollution or Stains:** No vessel oil changes, discharge or disposal of oil, paint, chemicals or solvents will be permitted at berths on docks, piers, walkways or sea wall.
- b. **Waste Disposal:** OWNER will ensure that all trash and garbage is placed in receptacles provided. OWNER agrees to comply with all Federal, State and local regulations relating to sewage disposal and understands that waste and sewage discharge into MARINA waters is prohibited. No person shall discharge oil, fuel, solvents into MARINA waters. Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated material following such discharge, will be charged to OWNERS account.
- c. **OWNER IS** responsible for proper offsite disposal of batteries, oil, oil filter or fuel.
- d. **OWNER** is responsible for removing from the premises and for proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law.

7. INSURANCE & LOSS:

- a. **OWNER** agrees to have his vessel insured by liability insurance and to be held responsible for damage caused by OWNERS vessel to other vessels in MARINA and to MARINA structures thereof. OWNER shall secure his vessel to cleats located on the floating docks only. OWNER assumes all risks for damage to vessel or MARINA if vessel is secured or tied to a piling. 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 arising. OWNER acknowledges that he has been advised that MARINA makes no representation or warranty offers OWNER or OWNERS vessel a safe berth, or that MARINA offers the safest available refuge. OWNER is fully responsible for all of the consequences of the vessel's continuing presence in the MARINA as set forth in this Agreement. OWNER agrees to hold MARINA harmless in the event claims for damage to other persons or property arise from the presence of OWNERS vessel in MARINA.
- b. **Emergency.** In the event that an emergency has occurred during the OWNERS absence, the MARINA reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or property of the MARINA. OWNER agrees to reimburse MARINA for any and all costs it incurs on behalf of OWNERS vessel in emergency situations.
- c. **Violations:** Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by OWNER, his crew, agents or guests that might annoy or injure other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the MARINA. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause expulsion of OWNER'S and his vessel from MARINA.