

SNAPPER CREEK MARINA, INC.

11190 SNAPPER CREEK ROAD ♦ CORAL GABLES, FLORIDA 33156-4216

(305) 661-0505 ♦ SCMDock@Bellsouth.net

Full Terms and Conditions of Dockage and/or Storage Agreement

THIS AGREEMENT is subject to the following terms and conditions which shall constitute the entire contract and agreement between Snapper Creek Marina, Inc. hereinafter referred to as MARINA and the OWNER, it being understood and agreed the terms of this agreement cannot be orally varied by anyone unless there is a written addendum attached hereto signed by an authorized officer of the MARINA and Dock Master.

1. The Marina operates a dockage and dry storage facility located at 11190 Snapper Creek Road, Coral Gables, Florida, in accordance with a lease agreement between MARINA and the Snapper Creek Lakes Club, Inc. for the use of yacht and/or boat owners who are members of said Marina.
2. To be eligible for membership in the Marina, the APPLICANT/OWNER must be a member in good standing (Community Maintenance and Marina fees are current) of Snapper Creek Lakes Club, Inc., or must be proposed by a member of that organization, and by signing this agreement, agrees to abide by all of its terms and conditions. Non-members of Snapper Creek Lakes Club, Inc. shall provide the Marina with a security deposit equal to one quarter's storage charges for OWNERS vessel, to be paid on the date of signing this agreement.
It is expressly understood upon thirty (30) days written notice to OWNER, MARINA may terminate sponsored memberships.
3. The APPLICANT/OWNER, his guests and agents, agree to comply fully and completely with all rules and regulations of this marina as if they were fully set forth herein. Said rules and regulations can be secured from the Dock Master's office upon request.
4. This agreement is for the leasing of storage and/or dockage space only, and by making said space available to the vessel owner, it is understood and agreed that said vessel or any of its equipment or personal effects is not in the care, custody and control of Marina, nor is Marina a bailee of the vessel or any of its equipment or personal effects. The OWNER agrees that the keys to said vessel either remain in his, the OWNER's care, custody and control or, aboard the vessel and not be turned over to MARINA. Although keys and/or combinations to locks relating to the vessel may from time to time be left with Marina or aboard the vessel, it is understood and agreed that this is for the convenience only of the OWNER, and MARINA, in taking or keeping such keys and/or combinations to locks, assumes no responsibility for either the safeguarding of such keys and/or locks, or the vessel itself and contents, and the retention by MARINA of any such keys and/or combinations does not constitute an assumption of bailment relationship by Marina.
5. OWNER is required to maintain liability insurance covering the Authorized Vessel occupying space in amounts and on terms satisfactory to MARINA. OWNER must provide MARINA with proof of such insurance, which policy will name MARINA as additional insured thereunder and which insurance may not be cancelled without MARINA first being given at least thirty (30) days written notice in advance of such cancellation. OWNER will establish the minimum required limits of coverage from time to time, however, at no time will such limits be below Three Hundred Thousand and No/100 U.S. Dollars (\$300,000).
6. It is agreed that the space hereby leased to the vessel owner is to be used by the vessel owner at his/her sole risk, and MARINA shall have no liability to the vessel or its owner or owner's guests and invitees and/or underwriters for damages and/or losses from any causes whatsoever, including the negligence of MARINA, its agents, servants or employees. It is fully understood and agreed that even though

MARINA may from time to time have guards or other security type personnel on duty, it is under no obligation to do so and vessels remain stored and/or docked at the sole risk of the owners. Since Marina has no way to determine who is or is not aboard the vessel and utilizing the same with the consent and permission of the owner, Marina does not and cannot maintain care, custody and control of said vessel and contents.

7. The OWNER'S vessel is subject to approval by the Dock Master and/or Commodore. The Dock Master and/or Commodore *may* require the OWNER to make his/her vessel available for inspection prior to being admitted into the Marina. The OWNER shall cooperate with MARINA in regards and shall indemnify and hold harmless MARINA and its representatives for and from all liability in connection with such investigation. Vessels over 37 feet in length shall not be permitted in the MARINA.
8. The Owner agrees to maintain his/her boat in a safe condition so that it will not become a hazard to persons or other vessels stored and/or docked on the premises and the owner agrees for himself, his underwriters, his heirs and assigns to hold Marina harmless and to protect and indemnify Marina from any and all liability or damages for personal injury, loss of life to invitees, guests, agents and employees of Marina and third parties, arising out of or in connection with the condition or use of the mentioned vessel or the use of Marina premises irrespective of cause including the negligence of Marina, its agents, servants or employees.
9. It is understood and agreed that the storage and/or dockage rate contained herein shall be valid on a quarter to quarter basis. Such storage and/or dockage rates shall be subject to change by Marina at any time upon written notice to OWNER.
10. It is understood and agreed that Marina is authorized to move the described vessel at any time when necessary for normal marina and storage operations without Marina in any manner becoming the bailee of the vessel or otherwise taking the vessel into its care, custody and control said movements at all times being for the convenience of the Owner and without any liability on the part of Marina irrespective of cause, including , but not limited to, the negligence of Marina, its agents, servants or employees.
11. All charges for dockage and/or storage are due and owing on the first day of the month preceding the calendar quarter for which such storage and/or dockage is billed. Storage and dockage bills unpaid after thirty (30) days shall be subject to late-payment fee equal to the greater of \$10.00 or 1.5% or the unpaid balance for each month or fraction thereof the charges may remain unpaid. Owner(s) further agree that Marina has a lien upon the vessel for all unpaid storage and/or dockage charges, and that Marina reserves the right to refuse permission for the vessel to leave the premises until such time as all unpaid storage and/or dockage charges have been paid. In the event Owner should decide to remove his/her vessel from the Marina and cancel this agreement, it shall be Owner's responsibility to provide written notice of intent to cancel at least 90 days in advance of such cancellation. Failure to provide the required 90 days notice will result in an additional assessment to Owner in an amount sufficient to complete payment for the 90-day notice period, calculated from the date such notice is received at the Marina's office.
12. In the event that it becomes necessary for Marina to employ counsel and/or collection agency to collect any unpaid storage and/or dockage bills, the owner of the vessel agrees to pay to Marina the reasonable costs of collection, including reasonable attorney's fees and/or the fees of any collection agencies, said sums to be no less than \$750.00.
13. Marina makes no warranties nor representations, express or implied, concerning access to and from its docks and marina area as to the water depth within its dockage and marina area, nor as to its premises generally.

14. In the event the National Weather Service issues a Hurricane Watch affecting Snapper Creek Marina, all OWNERS are required to make preparations to secure their vessel and surrounding slip. This includes but is not limited to: dock box, water hose, electric cords, buckets etc. Failure to comply with these requirements will result in service fee of \$100/hour to secure loose items.
15. Hurricanes. It is the responsibility of OWNER to take extra precautions, beyond their customary, safe mooring setup, in securing their vessel during a named storm event. MARINA shall not be liable for any damages to any vessel, or any other property damage to OWNER'S vessel resulting from a named storm event. It is recommended that OWNERS pick up a copy of "The Boater's Guide to Preparing Boats & Marinas for Hurricanes at the dock master's office at your earliest convenience" or download PDF at <http://www.boatus.com/hurricanes/HurricaneWarning.pdf>.
16. Securing of Docked Vessels. Vessel Owner is responsible for properly securing said vessel in order that the vessel can sustain tides and winds. OWNER will be liable for any damages caused to piers, docks, other vessels, or any other property damage caused by his/her vessel due to negligence of OWNER in failing to properly secure his vessel.
17. Written notice shall constitute sufficient notice to the OWNER. It is agreed that all notices to OWNER that are not hand delivered shall be mailed to the address set forth on the first page of this document.
18. The Dock Master has the right to order any vessel to vacate the space said vessel is occupying for the good of the Marina, due to violation of these Rules and Regulations, or for any reasonable reason to promote harmony or to improve the appearance or conditions at the Marina. Upon refusal of the Owner to comply with the Dock Master's orders to remove his/her vessel, the Marina may assess reasonable charges for the cost of removing said vessel from the Marina and the Owner shall forthwith pay the same. The Marina shall not be liable for damage to the craft or other properties during such a move.
19. The use of the gas dock for overnight docking is strictly monitored by the Dock Master. For the purpose of an early departure the gas dock may be used if a vessel is launched in the evening (close to sunset) and departs prior to 8am. This is a courtesy and is only extended on a first come first serve basis. Prior coordination and approval from the Dock Master will be required. If a tenant or resident abuses this privilege, then this right will be taken away. It will only be reinstated when discussed with the Commodore and a resolution has been made.
20. It shall be the responsibility of the Owner to maintain his/her vessel and the area surrounding his/her assigned space in an orderly and clean condition at all times. If the Owner does not keep the area surrounding his assigned space in an orderly manner, the Dock Master shall order the property cleaned and cleared and bill the Owner at cost plus twenty (20) percent, with a minimum charge of \$20.00.
21. An electrical surcharge shall be made if an air conditioner is operated on a regular basis.
22. This Agreement is deemed personal to OWNER and may not be assigned to third parties.
23. Certificate of Title and Florida Registration must be submitted to Dock Master prior to vessel entering the Marina; and Certificate of Title or Florida Registration must be presented to Dock Master annually within thirty (30) days of the anniversary of this agreement and upon such other times as requested by Dock Master.
24. Dock Master shall have the absolute right to reassign wet slips and dry storage to any vessel occupying space in the MARINA.

25. Only the OWNER may use the Marina facilities except that the Owner may, in each instance, give his written permission to a non-member to use the facility in connection with the use or launch of the Owner's vessel. Under no circumstances will third parties be permitted to use the marina facility in connection with the use or launch of a non-member's vessel.
26. All unpaid storage charges, supply purchases, or other charges enumerated herein shall constitute a valid maritime lien upon the vessel, to be enforced by any and every process permitted by law.
27. Marina is authorized pursuant to Florida Statutes 328.17 to sell an undocumented vessel at a nonjudicial sale in the event of nonpayment of rental for a period of six (6) months.

11190 Snapper Creek Road
Coral Gables, FL 33156
(Revised 8/2013)

Attachment: Summary sheet to DOCKAGE AND STORAGE AGREEMENT