

SHELL POINT MARINA, LLC

3340 WEST SHELL POINT ROAD, RUSKIN, FLORIDA 33570

WWW.SHELLPOINTMARINA.COM 813-645-1313 INFO.SHELLPOINTMARINA@GMAIL.COM

SERVICE YARD AGREEMENT

This agreement is made and entered into this ____ day of _____ 20____ by & between West Shell Point Road 3340, LLC at 3340 West Shell Point Road, Ruskin, FL 33570 Hillsborough County, FL, hereinafter referred to as LANDLORD and _____

who resides at _____
(address) hereinafter referred to as TENANT, for the following:

BOAT: YEAR: _____ LOA: _____ BEAM: _____ DRAFT: _____

VESSEL NAME: _____ MAKE: _____ MODEL: _____

ARRIVAL DATE: _____ ARRIVAL TIME: _____

and is subject to the following terms and conditions:

SPACE RENTAL FEES: TENANT agrees that all charges for space rental, repairs, gas, oil, hardware, accessories or any other services or materials accruing under the terms of this contract shall give the LANDLORD a valid lien upon the TENANT’S boat and/or motor(s) and that no boat and/or motor(s) shall be removed from the LANDLORD’S premises until all charges are fully paid. FOR UNDOCUMENTED VESSELS, PURSUANT TO FLORIDA STATUE SECTION 328.17. IN THE EVENT OF NONPAYMENT OF STORAGE, MARINA IS AUTHORIZED TO SELL OWNER’S VESSEL AND CONTENTS AT A NONJUDICIAL SALE.

AT TIME OF BOOKING A NON-REFUNDABLE DEPOSIT OF \$500 IS REQUIRED TO RESERVE A SPOT IN THE SERVICE YARD. THE DEPOSIT IS FORFEITED IF YOUR BOAT DOES NOT ENTER THE SERVICE YARD WITHIN 30 DAYS OF YOUR ORIGINAL SCHEDULED DATE. ALL CHARGES FOR SERVICE AND STORAGE ARE DUE AND PAYABLE ON THE LAST DAY OF THE MONTH, OR THE DAY YOU LEAVE. PAYMENT MUST BE MADE IN FULL PRIOR TO US SPLASHING YOUR VESSEL. A REBOOKING FEE OF \$250 IS CHARGED IF A CHANGE IN YOUR DATE OF ENTRY TO THE SERVICE YARD IS MADE WITH LESS THAN 48 HOURS NOTICE TO THE MARINA.

INITIALS _____

CURRENT SERVICE AND STORAGE PRICING SCHEDULE (subject to change with 30 days notice)

Haul or Splash: \$8.50 per foot LOA
Pressure Wash: \$3.00 per foot LOA (light), \$8.50 per foot LOA (heavy)
Tarp and Staking: \$150.00 (one-time fee)
Blocking: \$75.00
Labor Charge: \$150.00 per hour (one hour minimum)
Bottom Painting: \$85.00 per foot LOA
Monthly Electric: \$35.00
Monthly Trash and Water: \$50.00
Daily Storage: \$1.25 per foot per day LOA
Trailer Unload or Load: \$500.00 (weekend and holiday rate 2X)
Engine Lift: \$150.00 each use (1hr limit)
Corking Charge: \$75.00 per gallon of Primer and/or Paint used but not purchased through the Marina
Rebooking Fee: \$250.00
Travel Lift (hang time): \$200 per hour
Survey (2 hr. maximum): \$500
Materials and supplies are billed at West Marine listed retail pricing.

LATE FEES OF 10% OF YOUR MONTHLY STORAGE AND SERVICE CHARGES WILL BE CHARGED AFTER THE 10TH OF THE MONTH. ALL UNPAID ACCOUNTS WILL ACCRUE INTEREST AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM. IN THE EVENT YOUR ACCOUNT IS PLACED WITH OUR COLLECTION ATTORNEY, YOU AGREE TO PAY THE COST OF COLLECTION AND REASONABLE ATTORNEY'S FEES ON ANY PART OF SAID STORAGE AND SERVICE CHARGES THAT MAY BE COLLECTED BY SUIT OR BY ATTORNEY, AFTER THE SAME IS PAST DUE. YOU FURTHER AGREE TO WAIVE YOUR RIGHT TO TRIAL BY JURY. THE EXCLUSIVE VENUE FOR ANY LITIGATION REGARDING THIS AGREEMENT SHALL BE HILLSBOROUGH COUNTY, FLORIDA.

TENANT'S CONTACT AND INSURANCE INFORMATION:

Cell Phone: _____ E-Mail: _____

Insurance Company: _____ Policy #: _____ Exp. Date: _____

TENANT agrees to be bound by the terms and conditions listed in ATTACHMENT A, ATTACHMENT B, and ATTACHMENT C of this agreement, and ATTACHMENT A , ATTACHMENT B, and ATTACHMENT C are hereby incorporated fully herein.

TENANT(S) CERTIFY THAT THE PRINTED MATTER OF THIS AGREEMENT, INCLUDING ATTACHMENT A, ATTACHMENT B, AND ATTACHMENT C, HAS BEEN READ AND THE TERMS AND CONDITIONS SET FORTH HEREIN ARE FULLY UNDERSTOOD.

INITIALS _____

ENTIRE AGREEMENT: This agreement together with ATTACHMENT A, ATTACHMENT B, and ATTACHMENT C, contains the entire understanding between the TENANT and the LANDLORD and no other representation or inducement – verbal or written, has been made which is not contained in this agreement. LANDLORD AND TENANT agree that if any paragraph or provision violates the law and is unenforceable, the rest of the contract will be valid.

ACCEPTED BY LANDLORD: _____

ACCEPTED BY TENANT(S): _____

DATE: _____

DATE: _____

MANAGEMENT RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT FOR ANY REASON WITH THIRTY (30) DAYS NOTICE.

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ATTACHMENT A

MARINA INFORMATION, BOAT OWNER RESPONSIBILITIES, RULES OF THE MARINA

MARINA INFORMATION:

NORMAL BUSINESS HOURS: 8AM TO 5PM DAILY (SERVICE YARD WORK CEASES AT SUNSET)

WE ARE CLOSED: THANKSGIVING, CHRISTMAS, NEW YEAR'S DAY AND CLOSE AT NOON ON CHRISTMAS AND NEW YEAR'S EVE.

BOAT OWNER'S RESPONSIBILITIES:

TRIM TABS MUST BE IN THE UP POSITION PRIOR TO HAUL OUT.

ANTENNAS, OUTRIGGERS, NAVIGATIONAL LIGHTS AND BIMINI TOPS MUST BE IN THE DOWN POSITION PRIOR TO HAUL OUT.

CHILDREN AND GUESTS MUST BE ACCOMPANIED AT ALL TIMES.

PLEASE KEEP THE BOAT LAUNCH GATE LOCKED.

RULES OF THE MARINA:

ONLY PARK IN DESIGNATED PARKING AREAS.

ALL DO-IT-YOURSELF WORK IS AT YOUR OWN RISK.

INSURANCE COVERAGE ON THE VESSEL IS REQUIRED TO BE ON FILE WITH THE OFFICE PRIOR TO ARRIVAL.

ALL CONTRACTORS MUST HAVE CURRENT LIABILITY INSURANCE ON FILE WITH THE OFFICE.

CONTRACTORS ARE REQUIRED TO CHECK IN AND OUT OF THE OFFICE EACH DAY.

BOATS MUST BE FREE OF BARNACLES BEFORE ARRIVING AT THE MARINA.

BOAT OWNERS MUST KEEP ALL THEIR BELONGINGS ON THE TARP THEY ARE ASSIGNED TO.

INITIALS_____

TARPS MUST BE SWEEPED CLEAN EACH DAY WITH DUST AND PAINT CHIPS PROPERLY DISPOSED OF.

FAILURE TO KEEP TARPS CLEAN WILL RESULT IN A CLEANING CHARGE OF NO LESS THAN \$150.00 PER OCCURENCE.

NO SANDBLASTING IS ALLOWED UNLESS AUTHORIZED BY THE MARINA IN ADVANCE.

ALL HAZARDOUS MATERIALS MUST BE DISPOSED OF OUTSIDE OF THE MARINA, DAILY.

CUSTOMERS ARE RESPONSIBLE FOR THEIR CONTRACTORS.

ANY PETROLEUM, (OIL, GAS, DIESEL, ETC.) SPILAGE WILL BE FINED ACCORDINGLY.

NO PETS ARE ALLOWED AT ANY TIME.

DUMPSTERS ARE FOR HOUSEHOLD TYPE OF GARBAGE WITH: LARGE BOAT PARTS/SCRAPS/TRASH TO BE CHARGED A MINIMUM SURCHARGE OF \$250.00.

FOR SALE SIGNS ARE PROHIBITED AT ALL TIMES.

ANY BREACH OF THE ABOVE GUIDELINES AND CONDITIONS WILL RESULT IN A SURCHARGE AT THE MARINA'S DISCRETION!!!

VIOLATION OF ANY OF THE ABOVE RESPONSIBILITIES AND OR RULES SUBJECT BOAT OWNER TO IMMEDIATE TERMINATION OF THEIR STORAGE AGREEMENT AT THE DISCRETION OF THE MARINA.

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ATTACHMENT B

1. LANDLORD reserves the right to assign and/or reassign storage spaces, at any time.
2. LANDLORD reserves the right to lease or refuse to lease to any person for any reason.
3. It is agreed between both parties that the TENANT shall not assign, transfer or permit the use of assigned space to any other party without the written consent of the LANDLORD.
4. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep docks and premises covered hereby free and clear of gear, tackle, and all other obstructions, and further agrees to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the water.
5. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
6. Pressure washers are prohibited.
7. TENANT duly authorizes LANDLORD, its agents or employees to move and/or operate TENANT's boat during the making of repairs or for normal marina operations solely at TENANT's risk.
8. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service, and/or materials have been paid in full.
9. IF TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location.
10. **INSURANCE:** TENANT AGREES THAT HE/SHE WILL KEEP THE BOAT FULLY INSURED WITH COMPLETE MARINE INSURANCE, INCLUDING HULL COVERAGE AND INDEMNITY AND/OR LIABILITY INSURANCE. **THE LANDLORD DOES NOT CARRY INSURANCE COVERING THE PROPERTY OF THE TENANT.** THE LANDLORD WILL NOT BE RESPONSIBLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING FROM OR CAUSED BY THE USE OF DOCK OR MARINA FACILITIES OR EQUIPMENT. THE TENANT RELEASES AND DISCHARGES THE LANDLORD FROM ANY AND ALL LIABILITY FROM LOSS, INJURY (INCLUDING DEATH), OR DAMAGES TO PERSONS OR PROPERTY SUSTAINED WHILE IN OR ON THE FACILITIES OF THE LANDLORD INCLUDING, FIRE, THEFT, VANDALISM, WINDSTORM, HIGH OR LOW WATERS, HAIL, RAIN, ICE COLLISION OR ACCIDENT, OR ANY OTHER ACT OF GOD, WHETHER SAID BOAT IS BEING PARKED OR HAULED BY

INITIALS_____

AN AGENT OF LANDLORD OR NOT.

11. BOAT SINKING OR TAKING ON WATER: In the event TENANT's boat shall, for any reason sink while berthed in a slip, at dockside, or while otherwise occupying marina waters used by customers of LANDLORD, LANDLORD may, if TENANT cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all cost shall be at the TENANT's expense.
12. LANDLORD reserves the right and is authorized by TENANT to remove boat(s) from the marina, by land or water, and relocate boat(s) to land or water at LANDLORD'S discretion. It will be solely the TENANT'S responsibility to retrieve said boat(s) at TENANT'S expense and liability.

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ATTACHMENT C

CREDIT CARD AUTHORIZATION FORM

WE WILL KEEP YOUR CREDIT CARD ON FILE TO PAY FOR YOUR STORAGE FEES, FUEL, ICE AND ANY SERVICE WORK ORDERS. CHARGES ARE DUE ON THE LAST BUSINESS DAY OF THE MONTH.

WE ACCEPT: VISA, MASTER CARD AND DISCOVER. WE DO NOT ACCEPT AMERICAN EXPRESS!!!

NAME ON CARD: _____

SIGNATURE: _____ DATE: _____

CARD NUMBER: _____

EXPIRATION DATE: _____ CCV#: _____

CREDIT CARD BILLING ADDRESS:

STREET: _____ CITY: _____ STATE: _____ ZIP: _____

INITIALS _____

This authorization is to remain in full force and effect until SHELL POINT MARINA has received written notification from me/us of its termination in such time and in such manner as to afford a reasonable opportunity to act on it.

INITIALS_____