

SHELL POINT MARINA, LLC

3340 WEST SHELL POINT ROAD, RUSKIN, FLORIDA 33570

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

SCHEDULED APPOINTMENT AGREEMENT & CREDIT CARD AUTHORIZATION AGREEMENT

By signing this form, you are giving Shell Point Marina, LLC permission to use your credit card information for a \$600.00 (plus tax) non-refundable deposit for the haul-out for Survey purposes that you have scheduled. Upon completion, the remaining balance, if any, will then be charged to this card.

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: _____

CELL PHONE NUMBER: _____

I, _____ authorize Shell Point Marina, LLC to charge my credit card for the charges incurred for scheduled work through the office, owner accidents and/or damages.

ARRIVAL DATE: _____ ARRIVAL TIME: _____

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

MAKE: _____ MODEL: _____

INITIALS _____

INSURANCE: CUSTOMER AGREES THAT HE/SHE WILL KEEP THE BOAT FULLY INSURED WITH COMPLETE MARINE INSURANCE, INCLUDING HULL COVERAGE AND INDEMNITY AND/OR LIABILITY INSURANCE INCLUDING AN ADDITIONAL INSURED ENDORSEMENT FOR Shell Point Marina, LLC & West Shell Point Road 3340, LLC. **SHELL POINT MARINA, LLC DOES NOT CARRY INSURANCE COVERING THE PROPERTY OF THE CUSTOMER.** SHELL POINT MARINA, LLC WILL NOT BE RESPONSIBLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING FROM OR CAUSED BY THE USE OF DOCK OR MARINA FACILITIES OR EQUIPMENT. CUSTOMER AGREES THAT HE/SHE RELEASES AND DISCHARGES SHELL POINT MARINA, LLC FROM ANY AND ALL LIABILITY FROM LOSS, INJURY (INCLUDING DEATH), OR DAMAGES TO PERSONS OR PROPERTY SUSTAINED WHILE IN OR ON THE FACILITIES OF SHELL POINT MARINA, LLC 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 AN AGENT OF SHELL POINT MARINA, LLC OR NOT.

IF YOU PROVIDE THE MARINA WITH AT LEAST 48 HOURS NOTICE PRIOR TO YOUR SCHEDULED HAUL OUT DATE AND WISH TO RESCHEDULE, YOU HAVE UP TO 30 DAYS FROM THE ORIGINAL SCHEDULED HAUL OUT DATE TO RECEIVE A HAUL OUT. YOUR FAILURE TO RESCHEDULE WITHIN THIRTY DAYS WILL RESULT IN A COMPLETE LOSS OF YOUR DEPOSIT. NOTICE PROVIDED LESS THAN 48 HOURS WILL RESULT IN THE COMPLETE LOSS OF YOUR DEPOSIT.

IN THE EVENT OF A DECLINATION OR REVERSAL OF YOUR CREDIT CARD PAYMENT, YOUR ACCOUNT WILL BE DEEMED PAST DUE. YOUR PAST DUE BALANCE WILL ACCRUE INTEREST AT 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 HAULOUT FEE 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.

SIGNATURE: _____ DATE: _____

INITIALS _____