

# SHELL POINT MARINA, LLC

3340 WEST SHELL POINT ROAD, RUSKIN, FLORIDA 33570

[WWW.SHELLPOINTMARINA.COM](http://WWW.SHELLPOINTMARINA.COM) 813-645-1313 [INFO.SHELLPOINTMARINA@GMAIL.COM](mailto:INFO.SHELLPOINTMARINA@GMAIL.COM)

## STORAGE 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: \_\_\_\_\_,

THIS SPACE RENTAL AGREEMENT IS FOR A PERIOD OF (hereinafter referred to as the "INITIAL TERM"):

MONTH TO MONTH: \_\_\_\_\_ @ \$ \_\_\_\_\_ PER FOOT PER MONTH (LOA)

3 MONTHS TO 11 MONTHS: \_\_\_\_\_ @ \$ \_\_\_\_\_ PER FOOT PER MONTH (LOA)

12 MONTHS: \_\_\_\_\_ @ \$ \_\_\_\_\_ PER FOOT PER MONTH (LOA)

WET SLIP CUSTOMERS ONLY:

ELECTRIC: \_\_\_\_\_ @ \$30 PER MONTH

PREMIUM DOCKING: \_\_\_\_\_ @ \$300 PER MONTH

MONTHLY RENTAL FEE: \$ \_\_\_\_\_

SALES TAX: \$ \_\_\_\_\_

TOTAL MONTHLY RENTAL FEE: \$ \_\_\_\_\_

and is subject to the following terms and conditions:

The INITIAL TERM of the Agreement is NON-REFUNDABLE. The rent shall be payable by Tenant in advance in installments. Monthly rent installments shall be due on the 1<sup>st</sup> day of each month. Once the INITIAL TERM of the Agreement has been paid in full, TENANT must provide a minimum of 30 days advance written notice to cancel this AGREEMENT. The rental period will automatically renew on a month to month basis at the end of the INITIAL TERM if the minimum 30 days advance written notice to cancel is not received by the LANDLORD timely. If the Agreement is entered into on any day other than

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the 1<sup>st</sup> of the month the first month is pro-rated and does NOT count towards the TENANT'S TERM of Occupancy. (For example: the initial TERM of a three month contract entered into on May 10th would extend to the end of August). The 30 day written notice required to cancel this Agreement must be received 30 days prior to the start of the month the TENANT wishes to cancel this Agreement. (For example: after the initial term of the Agreement and the TENANT is on a month to month basis, if the TENANT wishes to end the storage Agreement at any time during the month of June, written notice would need to be provided before the beginning of May. A TENANT providing written notice on May 10<sup>th</sup> that they wish to cancel the storage Agreement on June 1<sup>st</sup> would still be charged for the entire month of June as the last month of the Agreement is NOT pro-rated.)

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 STATUTE SECTION 328.17. IN THE EVENT OF NONPAYMENT OF STORAGE, MARINA IS AUTHORIZED TO SELL OWNER'S VESSEL AND CONTENTS AT A NONJUDICIAL SALE.

In the event the Tenant fails to pay rent when due or fails to comply with any provision of this agreement, the Tenant shall be in material default of this agreement. In the event the Tenant fails to pay rent when due the Landlord may, at its option, declare the rent for the entire term of the agreement then remaining unpaid due and payable immediately without notice or demand, and the Landlord may bring an action in civil court against the Tenant and or their assigns for the full amount of the then outstanding rent.

LATE FEES OF 10% OF YOUR MONTHLY RENT WILL BE CHARGED AFTER THE 10TH OF THE MONTH. ALL UNPAID BALANCES 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 RENT 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: \_\_\_\_\_

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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.

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

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

PLEASE CALL THE MARINA 30 MINUTES PRIOR TO ARRIVAL TO HAVE YOUR BOAT LAUNCHED.

WASH RACKS AND CHARGING RACKS ARE AVAILABLE UPON REQUEST AT NO COST, SUBJECT TO AVAILABILITY. WORK RACKS ARE BILLED AT \$1.25 PER FOOT PER DAY (LOA).

#### 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.

DOGS MUST BE ON LEASHES AND TAKEN DIRECTLY TO OR FROM YOUR BOAT.

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. DO NOT DRIVE UP TO THE LAUNCH AREA – USE DOCK CARTS TO LOAD AND UNLOAD BELONGINGS FROM THE PARKING LOT. NEVER DRIVE OR WALK OVER TO YOUR BOAT WHERE IT IS STORED – ONLY EMPLOYEES OF THE MARINA ARE ALLOWED NEAR THE STORAGE RACKS, FOR SAFETY REASONS.

**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 wet and dry rack 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. If TENANT desires to dock a boat other than the one described within, said TENANT must first secure permission of the LANDLORD and pay additional fees as applicable.
6. Dry Rack Storage: use of electrical cords is prohibited.
7. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
8. Pressure washers are prohibited.
9. Wet Slip Storage: repairs must be made in the Service Yard, not at the dock.
10. 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.
11. 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.
12. 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.
13. **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

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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 AN AGENT OF LANDLORD OR NOT.

14. DRY STORAGE PROTECTIVE COVERING: The TENANT assumes full responsibility for providing adequate covering to protect the boat from any and all perils and for the proper maintenance of such covering while the boat is on or in the premises of the LANDLORD.
15. 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.
16. Any boat in Dry Rack storage that damages another boat(s) by leaking fluids onto that boat(s) shall be billed for time and materials to clean and/or repair the other boat(s).

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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. YOUR STORAGE FEES ARE DUE ON THE 1<sup>ST</sup> OF EACH MONTH (IN ADVANCE). OTHER CHARGES ARE DUE AND PAYABLE WHEN INCURRED. YOUR FIRST MONTH OF STORAGE WILL BE PRO-RATED AND DUE UPON SIGNING.

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: \_\_\_\_\_

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.

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