

## **STONE HARBOR MARINA LICENSE AGREEMENT**

1. **License:** Marina hereby grants a license to Boat and Boat owner for use of the wet slip, trailer space, or dry storage space located at the Marina for the boat or trailer described above, including all riggings, engines, appurtenances and contents. This agreement confers no residential leasehold interest. Marina reserves the right to change the Slip assignment or to move the boat for normal Marina operations or repairs or special events.
2. **Term:** The term of this agreement shall begin on the Commencement Date and continue until the Expiration Date as set by the Marina. The actual dates the Boat may be hauled, clocked, and launched shall be governed by the availability and scheduling of equipment and personal, at the sole discretion of the Marina.
3. **Collections Fee:** In case of default on payment of this account, slip holder agrees to pay collection costs & reasonable attorney fees incurred in attempting to collect on this amount or any future outstanding account balance.
4. **Dockage Fees and Other Charges:** Dockage fees are payable in advance, according to any terms noted. All other charges (utilities, pump-outs, etc) will be billed in arrears. Boat owner will be sent a monthly statement setting forth charges due. Amounts appearing on the monthly statement are due upon receipt. Nonreceipt of billing statements does not relieve Boat Owner of the obligations to pay all charges due. All payment shall be made at the Marina's address.
5. **Service Charges; Interest:** Boat Owner shall pay Marina a service charge of \$35.00 for any payment received after the due date and for every check returned by Boat Owner's bank for insufficient funds for any other reason. Marina shall also be entitled to interest at the maximum rate provided by law on any payment more than five days past due.
6. **Use of Slip:** Boat Owner may use the Slip only to moor or store the Boat, and for no other purpose. Marina reserves the right to exclusive control over the use of the dock space and has the right to refuse to grant a license to any person for any reason. If Boat Owner sells the Boat and wants to use the slip for another boat, Boat Owner must first get permission from and register the new boat with the Marina. Boat Owner represents that Boat Owner has an ownership interest in the Boat and/or Boat owner is fully authorized to bind all owners of the Boat to the terms and conditions of this Agreement. If an agent of the Boat Owner, including a captain, is signing this Agreement, said person represents that he has the authority to bind the Boat Owner. In the event of a storm, the Boat Owner will be billed for work necessary to secure the Boat. Boat Owner shall be responsible for the conduct and control of all guests, agents, or others invited to the Marina. Conduct by Boat Owner or his guests or agents that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the marina (including use of drugs or becoming intoxicated by alcohol) shall, at the option of the Marina, be cause for immediate termination of the Agreement by marina. Boat owner shall no alter the Slip, dock area or utilities services. Boat Owner shall not install or place any personal property, dinghies, small boats, equipment, boxes or lockers of any type on the Slip, without the permission of Marina. Upon termination of this Agreement, Boat Owner shall surrender the Slip in good order and repair, other than normal wear and tear resulting from ordinary use.
7. **Laws, Rules and Regulations:** in using the Marina, Boat Owner shall comply with all laws, rules and regulations of federal, state and local entities, including environmental laws and rules and regulation of the US Coast Guard. Boat Owner shall comply with all Marina rules. Marina may change the Marina rules by posting new ones or otherwise notifying Boat Owner of the change.
8. **Assignments:** Boat Owner may not sublet or assign the right to use the Slip or Storage Space as designated in this Agreement.
9. **Insurance-Subcontractors:** Boat Owner, at Boat Owner's expense, shall at all times during the term of this Agreement maintain with an insurance company acceptable to the Marina, a public liability policy with limits of not less than \$500,000.00 per occurrence, naming the Marina as an additional insured, with waiver of subrogation in favor of the Marina. Boat Owner shall also maintain a policy of property damage insurance covering at least

100% of the actual cash value of the Boat, extended perils, damage by fire, vandalism and burglary. Boat Owner shall provide Marina with a copy of the insurance policies evidencing coverage upon execution of this Agreement, and shall show evidence of renewal of the policies no later than 30 days prior to the expiration of the policies. All policies of insurance shall require 30 days advance notice by the insurance company to the Marina of any amendment or cancellation. Any subcontractors employed by the Boat Owner shall register at the Marina office prior to beginning work, shall provide insurance naming the Marina as an additional insured, which is substantially in compliance with the terms for public liability insurance set forth above, and comply with all laws. Failure to comply with any terms of this section shall, at the option of the Marina, be cause for immediate termination of this Agreement by Marina.

10. **Utilities:** At Boat Owner's request, and subject to payment of utility fees as specified above, Marina shall make available to Boat Owner at the Slip, electrical power, water and such other utility services available to Boats at the Marina generally. Marina does not warrant the availability of utility services, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility services. Boat Owner acknowledges that water service may be discontinued during inclement weather. In addition, marina does not warrant that the utility services will be compatible with the utility service requirements of the Boat (including electrical interconnection requirements or the effect of electrolytic action).
11. **Emergencies:** in case of a perceived emergency, Marina is authorized to do whatever Marina deems appropriate, including boarding the Boat, moving the Boat or taking any other action, without liability for damages or loss of any kind arising from such action or inaction, unless such damage or loss directly results from Marina's gross negligence. Boat Owner agrees to pay for any work done by the Marina in such a perceived emergency. Boat Owner agrees to have a working automatic bilge pump on the Boat.
12. **Lien For Fees and Services:** Marina shall have a possessory lien on the Boat to secure the performance by the Boat Owner of the terms and conditions of this Agreement and to secure payment by Boat Owner for all services and supplies provided by Marina to Boat Owner or on behalf of the Boat. Notwithstanding termination of this Agreement, Marina shall be fully authorized to hold the Boat and sell the same in accordance with applicable law in the event Boat Owner fails to perform the terms and conditions of this Agreement or fails to pay for services and supplies. So long as the Marina continues to hold the Boat, Boat Owner shall be deemed to be holding over.
13. **Holding Over:** If the Boat remains at the Slip following termination of this Agreement, and without otherwise limiting the right of Marina hereunder, Boat Owner shall be deemed to be occupying the Slip for purposes of transient moorage and shall pay Marina the then applicable daily rate of transient moorage for each day the Boat continues to be moored at the Slip.
14. **Responsibility For Damage:** Boat Owner shall be responsible for and shall promptly, upon demand, pay Marina for any costs or damage incurred by the Marina or others due to Boat Owner, the Boat or Boat Owner's agents or guests. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage into the water or land of the Marina. The Owner shall keep his mooring lines and fenders in good repair to insure that the Boat is secured properly. The Boat shall be kept in Bristol condition.
15. **Assumption of Risk; Disclaimer Of Liability:** Boat Owner and Boat assume the risk of use of the Slip and the Marina. Marina assumes no responsibility for and shall not be liable for the care, protection, and security of the Boat. Marina is not to be considered under this Agreement as an insurer of Boat Owner's property and Boat Owner should secure such insurance as is required by Section 8 hereunder. Boat Owner, for himself, for the Boat and for Boat Owner's agents and guests, hereby releases Marina from any and all liability for loss, death, damage or injury (collectively "injury") to any person or property in connection with the condition or use of the Boat or the condition or use of the Marina or its services (including forklift or travel lift services or unloading or loading of trailers), including Marina's negligence. Boat Owner and Boat shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense in connection with any "injury". Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to Boat Owner's use of the Marina. Boat, Boat Owner and Boat Owner's insurers agree to waive any right to petition for exoneration from or limitation of liability under the

laws of the United States in the event the Boat is involved in any casualty resulting in personal injury, death or property damage while docked at the Marina or in connection with this Agreement.

16. **Default Remedies:** This Agreement specifies certain breaches by Boat Owner that are so serious that Marina has reserved the right to immediately declare Boat Owner in default and terminate this Agreement or seek other remedies without the notice periods specified below. In all other cases, if Boat Owner breaches this Agreement and such breach continues for five days after Marina has given written notice of the breach to the Boat Owner, Boat Owner shall be in default. Upon default, Marina may exercise any and all remedies available hereunder or at law. If Boat Owner is in default, Marina may elect to terminate this Agreement by giving five days' written notice to Boat Owner. Upon termination, Boat Owner shall pay all sums due Marina and then remove the Boat from the Marina. Should Boat Owner fail to timely pay all sums due and the remove Boat from Marina as required, then the Boat shall be conclusively deemed abandoned. Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem moorage fee at the applicable daily rate for transient moorage, or alternately, Marina may remove the boat from the Slip and store the boat, with all costs of removal and storage considered as additional rent under the terms of this Agreement.
17. **Cumulative Remedies; No Waiver:** Marina's rights and remedies hereunder are cumulative, and pursuit of any remedy is not an election of remedies or a waiver of any other remedies. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach, and the acceptance of any performance hereunder, or the payment of any amount after the same has become due or at a time when any other default exist shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.
18. **Severability; Entire Agreement:** If any provision contained in the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement. This Agreement is the entire Agreement between the parties and supersedes all prior Agreements. Except as otherwise provided in this Agreement, no changes to this Agreement are valid unless in writing and signed by both parties.
19. **Joint And Several Liability:** The obligations of the Boat and each person executing this Agreement as Boat Owner are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to this Agreement shall be fully binding upon each of them.
20. **No Warranties:** Marina makes no warranties, expressed or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the Slip or Marina for Boat Owner's intended purposes. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and the Slip in their current condition.
21. **Notices:** Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the other party or three days after it is deposited in the mail, addressed to the other party at the address set forth in this Agreement. Boat Owner is responsible for informing Marina of Boat Owner's current address and telephone number.