

NOTICE TO VESSEL OWNER

MARINA hereby informs OWNER that in the event OWNER fails to remove the VESSEL from the Marina promptly (within eight [8] hours) after the issuance of a tropical storm or hurricane watch for the County in which the Marina is located, under Florida law MARINA, its managers, operators, employees, agents or contractors are authorized to remove the VESSEL, if reasonable, from the dock or take any and all other reasonable actions deemed appropriate by MARINA, its managers, operators, employees, agents or contractors in order to better secure the VESSEL and to protect Marina property, private property, and the environment. OWNER is further notified that he/she/it may be charged a reasonable fee for any such action(s).

Accordingly, in the event OWNER fails to promptly remove VESSEL from the Marina after a tropical storm or hurricane watch has been issued, MARINA (its managers, operators, employees, agents or contractors) may remove VESSEL, if reasonable, from the dock or take whatever reasonable actions are deemed necessary to properly secure VESSEL to minimize damage to it and to protect Marina property, private property, and the environment and OWNER shall pay a reasonable fee for any such actions taken.

INSURANCE, RELEASE, INDEMNIFICATION and ATTORNEYS' FEES

MARINA DOES NOT CARRY INSURANCE covering persons, or, property of OWNER. **MARINA WILL NOT BE RESPONSIBLE** for any personal injury (including death) or property damage resulting, caused by or arising out of this lease license or other use of the dock or other Marina facilities. OWNER SHALL KEEP COMPLETE MARINE INSURANCE on VESSEL and its operator(s), current and in place, including full insurance on hull and machinery and other property, and insurance against OWNER's and VESSEL's liabilities to third parties.

VESSEL AND OWNER HEREBY RELEASE AND DISCHARGE MARINA (and members, officers, directors, managers, operators, agents, servants, employees, contractors and insurers thereof) from any and all liability for loss or personal injury (including death), or damage to person or property sustained while in the Marina, on Marina property and/or using any part of Marina or its facilities, arising out of, relating to or caused (directly or indirectly) by: (1) any **negligence** of MARINA or member(s), officer(s), director(s), manager(s), operator(s), agent(s), servant(s) employee(s) and/or contractor(s) thereof; (2) performance or nonperformance by MARINA of the obligations imposed by this AGREEMENT; and/or (3) strict liability, breach of warranty or other fault (not rising to the level of gross negligence or intentional conduct) of MARINA; irrespective of whether said loss, personal injury (including death) or damage to person or property arises out of, relates to or is caused (directly or indirectly) by failure of MARINA's product, equipment or facilities, fire, theft, vandalism, water damage, collision, allision, windstorm, rain or other casualty.

VESSEL AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS MARINA (and members, officers, directors, managers, operators, agents, servants, employees, contractors and insurers thereof) from and against each and every claim, suit, liability, loss, damage (including without limitation damage to Marina docks, pilings, and cleats, and others' vessels), fee and expense (including without limitation attorneys' and paraprofessionals' fees), directly or indirectly arising out of, relating to or in connection with OWNER's or VESSEL's presence in the Marina or on Marina property or use of any part of Marina or its facilities; **it being expressly acknowledged and agreed that the indemnification and hold harmless obligations of OWNER and VESSEL under this Clause shall apply** even if such claim, suit, loss or damage, fee or expense arises out of, relates to or is caused (directly or indirectly), in whole or in part, by: (1) **negligence** of MARINA or member(s), officer(s), director(s), manager(s), operator(s), agent(s), servant(s), employee(s) and/or contractor(s) thereof; (2) performance or nonperformance by MARINA of the obligations imposed by this AGREEMENT and/or, (3) strict liability, breach of warranty or other fault (not rising to the level of gross negligence or intentional conduct) of MARINA.

VESSEL AND OWNER, JOINTLY AND SEVERALLY, SHALL PAY all costs and expenses, including reasonable attorneys' and paraprofessionals' fees, incurred by MARINA in seeking to enforce, through judicial proceedings or otherwise, any and all provisions, TERMS AND CONDITIONS of this AGREEMENT or to effect collection of any sum due MARINA.

The above INSURANCE, RELEASE, INDEMNIFICATION and ATTORNEYS' FEES Clauses shall survive (1) termination of this AGREEMENT, and/or, (2) termination of the dock space lease and revocation of the license granted under this AGREEMENT.

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Any provision or any of the TERMS AND CONDITIONS contained in this AGREEMENT shall be held to be invalid, illegal, or unenforceable in any respect if it shall not affect any other provision, TERM or CONDITION, and this AGREEMENT shall be construed as if such provision, TERM or CONDITION had never been contained in this AGREEMENT. This AGREEMENT is the entire AGREEMENT between the Parties and supersedes all prior agreements. No changes to this AGREEMENT are valid unless in writing and signed by both Parties. MARINA's failure to require strict performance of this AGREEMENT, or MARINA's waiver of any provision, TERM or CONDITION, shall not be deemed a future waiver of any provision, TERM or CONDITION or of any of MARINA's rights under this AGREEMENT.

Any notice to OWNER called for by this AGREEMENT is effective upon delivery at either the address specified in the APPLICATION or to the VESSEL. Any notice to MARINA called for by this AGREEMENT is effective upon delivery to a MARINA person in the dock master's office during open hours.