

TERMS AND CONDITIONS

This DOCK SPACE LEASE AND LICENSE AGREEMENT ("AGREEMENT") is made by and between MARINA,* as First Party, and, the Vessel (hereinafter "VESSEL"), its Owner (hereinafter "OWNER") and OWNER's Captain/Agent, as Second Parties, in regard to dockage of VESSEL at the Marina named on the APPLICATION. The Parties agree that this AGREEMENT is not a lease or other rental agreement relating to real property.

In consideration of the total amounts due for the full TERM (whether or not VESSEL is present at Marina for all, part or none of the TERM) and the mutual covenants contained herein, MARINA leases to OWNER a space adjacent to a dock ("dock space"), and licenses OWNER and VESSEL to access a dock space and use Marina facilities. All amounts pre-paid, including for the last month of the TERM, are earned and non-refundable upon payment. The remaining total amounts due will be pro-rated per month, and the pro-rated amount for each month shall be paid by OWNER in advance, on or before the 1st day of each month. SECURITY DEPOSIT sums shall be held by MARINA on its own account during the TERM of this AGREEMENT in order to assure the full and faithful performance of this AGREEMENT by Second Parties. Any SECURITY DEPOSIT sums which are due OWNER as of the expiry of this lease and license shall be returned to OWNER within fifteen (15) days, provided that MARINA may apply any sums which it holds to any balance remaining on OWNER's account.

OWNER/Captain/Agent hereby authorizes MARINA to at any time charge against the account of the submitted credit/debit card, any and all MARINA charges incurred by OWNER or any other person connected with VESSEL, including OWNER's agents, crew, contractors and guests, during the TERM of this AGREEMENT. In addition, if charges billed to OWNER are not paid in full by 5:00 p.m. on the 5th day of the month following delivery of a bill, OWNER hereby authorizes MARINA to charge the billed amounts plus LATE FEES against said credit/debit card account. OWNER/Captain/Agent acknowledges having executed and delivered to MARINA a credit/debit card slip in order to effect payments under this paragraph.

OWNER SHALL PAY MARINA \$10.00 PER DAY ("LATE FEES") FROM THE 1ST DAY OF THE MONTH IF ALL CHARGES BILLED TO OWNER (INCLUDING PREPAYMENTS) HAVE NOT BEEN PAID BY 5:00 P.M. ON THE 5TH DAY OF THAT MONTH. LATE FEES SHALL CONTINUE TO ACCRUE UNTIL ALL CHARGES, INCLUDING THOSE BILLED AFTER LATE FEES ARE FIRST INCURRED, ARE PAID CURRENT.

The TERM of the dock space lease and license under this AGREEMENT shall be from the BEGINNING DATE to the ENDING DATE. OWNER's lease and license under this AGREEMENT shall terminate without notice on the ENDING DATE and OWNER shall remove VESSEL from Marina on or before the ENDING DATE.

Notwithstanding anything contained herein, Second Parties waive demand for payment, all notice required by law and any time period for notice of termination and revocation, and the Parties otherwise agree as follows:

- (A) MARINA may terminate the dock space lease and revoke the license granted under this AGREEMENT, and OWNER shall remove VESSEL from Marina immediately (if MARINA has not asserted a lien against VESSEL) on delivery of written notice of termination and revocation to OWNER/Captain/Agent, in the event that:
 - (a) OWNER defaults in the timely payment of any amount due under this AGREEMENT;
 - (b) OWNER breaches any provision, TERM or CONDITION of this AGREEMENT;
 - (c) OWNER/Captain/Agent refuses or fails to follow or comply with any of the MARINA RULES AND REGULATIONS; or
 - (d) MARINA determines, in its sole discretion, that a Marina pier or part thereof is or may be unsafe or unserviceable for any reason whatsoever; or,
- (B) MARINA may terminate the dock space lease and revoke the license granted under this AGREEMENT, at its will (for any reason or no reason), and OWNER shall remove VESSEL from Marina within thirty (30) days after delivery of written notice thereof to OWNER (or Captain or Agent), and,
- (C) OWNER may terminate the dock space lease and license under this AGREEMENT by delivery of written notice to MARINA accompanied by a notarized copy of a Bill of Sale or official government certified copy of a document showing that OWNER sold VESSEL to a bona fide unrelated third party purchaser, which notice shall be effective at the end of the month in which notice is received by MARINA.

If OWNER defaults in the timely payment of any amount due under this AGREEMENT, or if OWNER breaches any provision or any of the TERMS AND CONDITIONS of this AGREEMENT, MARINA shall have all rights and remedies provided by this AGREEMENT and by applicable laws (now or hereafter existing), and in addition, may accelerate (in its sole discretion) without notice of any kind, the entire amount to be paid by OWNER through the end of the TERM. Thereupon, the entire accelerated amount shall at once be due and payable by OWNER to MARINA.

It is agreed that VESSEL is itself responsible as a Second Party to perform and abide all provisions, TERMS AND CONDITIONS of this AGREEMENT, and further, responsible for performance of all OWNER's obligations and responsibilities under this AGREEMENT. Any and all sums due MARINA by OWNER (his/her/its Captain, agents and/or guests) under, arising out of or relating to this AGREEMENT, shall also be charges against VESSEL. In addition to all other remedies, MARINA may also proceed in accordance with Florida and/or federal laws to enforce any and all liens against VESSEL created or recognized by Florida and/or federal laws. Nothing in this AGREEMENT shall be construed as a waiver by MARINA of any lien rights created or recognized by Florida or federal laws. MARINA shall have the option to proceed against VESSEL, in rem, and, personally against OWNER, Captain or Agent, or any combination thereof, for breach of this AGREEMENT, to enforce any and all liens, and to enforce any and all provisions, TERMS AND CONDITIONS of this AGREEMENT. All remedies provided for in this AGREEMENT, and by Florida and federal laws, are cumulative and non-exclusive.

At all times, OWNER retains exclusive care, custody and control of, and is solely responsible for, VESSEL, its engines, appurtenances and contents. MARINA is not a bailee of VESSEL, its engines, appurtenances or contents and assumes no responsibility for safe operating condition, tie up, dockage or maintenance of VESSEL. OWNER is solely responsible for security of VESSEL and for preventing entry by unauthorized persons on VESSEL.

OWNER, VESSEL, Captain, and Agent, and their contractors and guests, shall comply with the MARINA RULES AND REGULATIONS, current copy attached and any alteration, amendment or modification thereof. MARINA reserves the right to alter, amend, and modify these RULES AND REGULATIONS, at any time by posting or by delivery of a notice

This AGREEMENT is not assignable by Second Parties; any attempt by Second Parties to assign any rights arising under this AGREEMENT is void. MARINA may designate a dock space other than the specific dock space designated herein on notice to the OWNER/Captain/Agent, and, OWNER agrees to move VESSEL accordingly at OWNER's expense.

All disputes and matters whatsoever arising under, in connection with or incident to this AGREEMENT, shall be litigated, if at all, in and before a court of competent jurisdiction in Miami-Dade County, Florida, to the exclusion of all other courts of any other county, state, territory or country.

MARINA, First Party herein, means any entity(ies) identified or included as MARINA on the APPLICATION (page 1 of this AGREEMENT).