

ST. MARYS BOAT SERVICES, INC.
1084 NEW POINT PETER ROAD
ST. MARYS, GEORGIA 31558

BOAT SLIP RENTAL AGREEMENT
BOAT STORAGE GROUND SPACE RENTAL AGREEMENT

Owner _____ Boat Name _____
Address _____ Boat Year _____ Mfr _____ Weight _____
City _____ Length Overall _____ Beam _____ Draft _____
State/Zip _____ Insurance (copy) _____
E-mail _____ State # or USCG Doc # _____
Phone _____ Boat combo # _____ or key in office _____

RATES

IN WATER 12 month lease _____ per ft; month to month _____ per ft; daily _____ per ft.
ON LAND(boatyard) 12 month lease _____ per ft; month to month _____ per ft; daily _____ per ft.
ELECTRICAL \$ _____ per 15 amp cord per month; \$ _____ per 15 amp cord per day
HAUL OUT \$ _____ PRESSURE WASH BOTTOM \$ _____ LAUNCH \$ _____

Owner's Signature Date St. Marys Boat Services Date

Pursuant to Georgia Law or Federal Law St. Marys Boat Services, Inc. is authorized to sell the above vessel, her appurtenances and contents at a non-judicial sale in the event of non-payment of the account. Notice shall be sent to the owner at the above address. The owner shall be responsible for providing St. Marys Boat Services, Inc. with written notification of any change of address.

OFFICE USE

Customer # _____ Boat # _____ First Billing Date _____

Initial _____

St. Marys Boat Services, Inc. (SMBS) SLIP/SPACE RENTAL AGREEMENT

This agreement is entered into for the sole consideration stated between St. Marys Boat Services, Inc., hereinafter called "SMBS", and the undersigned vessel owner, its agents or employees, hereinafter called "OWNER". On behalf of SMBS and OWNER it is mutually warranted, covenanted and agreed as follows:

1. That this is an Admiralty and Maritime Slip/Space Rental Agreement under the General Maritime Laws, Statutes and Code of the United States of America and the State of Georgia.

2. That SMBS provides the slip/space rental to OWNER on the basis that SMBS relies on the financial credit of the vessel. SMBS shall have a maritime lien against the above-described vessel, her appurtenances, and contents for the sums due for the slip/space rental, services provided to said vessel, injury or damage caused or contributed to by the vessel or OWNER, including, but not limited to, damage to pier, piling, docks, wharf, personal injury, damage to other vessels, pollution by sinking, collision, fire, or other losses. It is further agreed that services provided by SMBS to OWNER or OWNER'S vessel are in furtherance of navigation of said vessel and in furtherance of waterborne use, whether such services are performed ashore or afloat.

3. The vessel OWNER and the vessel will indemnify and hold harmless SMBS for the consideration herein set forth, from any cost, expenses, damages or liability that may be asserted by anyone due to: (a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said OWNER'S vessel, or on the premises of SMBS or to personal property of other on the vessel on SMBS premises; and (b) Any personal injury, death or illness arising from the occupancy of, or use of SMBS premises or facilities, where such injury or damage is caused, in any part regardless of how slight, by the acts or omissions of the vessel owner, his agents, servants, invitees or employees; and (c) Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by vessel OWNER, his agents, servants, invitees or employees.

4. This agreement is to provide a slip/space rental. There is no agreement to create a bailment of the vessel, nor do what parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space or ground storage space by vessel OWNER for his vessel. There is neither temporary nor permanent dominion, or control exercised over said vessel by SMBS but said control is to remain in vessel OWNER at all times. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. SMBS shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances, at any time.

7. OWNER agrees to comply with all posted rules and regulations herein attached hereto and marked Exhibit "A" as fully as though they were set forth herein, and should breach of the Agreement or violation of posted rules or regulations occur, this rental Agreement shall terminate immediately at the option of SMBS. OWNER agrees that upon such violation, SMBS may immediately remove the boat without notice to OWNER from her mooring slip or space at the OWNER'S risk and take possession of the mooring slip or space.

8. SMBS shall not be responsible or liable to OWNER or to OWNER'S Guests or Invitees for any damage, loss or injury (including but not limited to property damage and damage to the vessel itself) unless the damage, loss or injury arises out of the intentional and willful acts of SMBS. SMBS shall not be liable or responsible to OWNER or to OWNER'S Guests or Invitees for SMBS' negligent acts or omissions. In no event shall SMBS be responsible or liable to OWNER or to OWNER'S Guest or Invitees for special, consequential or incidental damages.

9. This document with Exhibit "A" attached hereto constitutes the entire agreement between the parties. There can be no assignment by either party without the full consent and knowledge of the other party and such consent will not be unreasonably withheld. Should there be waiver of any conditions by SMBS, this shall not be deemed to be a continuing waiver.

In the event of any breach hereunder including but not limited to recovery in whole or in part for service or slip/space rental charges, in any Court, either in rem or in personam, the vessel OWNER hereby agrees to pay all Court costs together with attorney fees and interest and further that said vessel be responsible for such costs, fees and interest. Should a suit result against the vessel in rem, the vessel OWNER agrees and consents to have SMBS appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshall as may allow and direct.

Owner's Signature

Date

Initial _____

SMBS RULES AND REGULATIONS

In the effort to provide an inviting atmosphere for all boat owners using space at St. Marys Boat Services, Inc. (hereafter referred to as SMBS), the following rules and regulations are provided for the comfort and protection of all customers and their guests. Your cooperation in observing the following rules will be expected and appreciated.

1. **EMERGENCY.** Only pleasure vessels in good and seaworthy condition, and under their own power, shall be permitted to enter and remain in the slip/space. In the event that an emergency has occurred during the Owner's absence, SMBS reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or property of SMBS. The Owner agrees to reimburse SMBS for any and all cost it incurs on behalf of Owner's vessel in emergency situations.

2. **FIRES AND DANGEROUS CONDITIONS.** Only permanently attached propane grills may be used within the SMBS property for outdoor cooking on the vessel. Causing or permitting charcoal fires or any other type of fire on the docks or in the immediate areas of any boat shall be a breach of these regulations. Owners will immediately correct any dangerous or hazardous conditions on their vessel upon notification of said conditions by SMBS.

3. **STORAGE ON DOCKS.** Owners shall not affix, store or place supplies, bikes, equipment, dinghies, skiffs, accessories, decorative items, materials, or debris of any kind on piers, docks, pilings or seawall. Owners shall not construct or place any lockers, chests, storage cabinets or similar structures on piers, docks or seawall. Only approved dock boxes will be permitted. No loose items of any kind may be stored anywhere other than on the owner's vessel. SMBS reserves the right to remove any item to preserve the safety of the property and people within its responsibility.

4. **CORDS.** Only marine power cords are acceptable for shore to vessel connection and must be maintained in safe working order. No modified power cords may be connected. All water hoses, phone cords and excess power cords must be maintained on the Owner's vessel or on a designated holder. Storage of these items will not be on the piers, seawall, docks, grass or sidewalks. Power cords and hoses may not be run across docks, piers, or on ground space.

5. **NOISE.** Noise shall be kept at a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance to others. Socializing aboard the vessels or in the community area of SMBS must not cause a disturbance to other dock customers at any time.

6. **SWIMMING.** Swimming in SMBS waters is strictly prohibited.

7. PETS. All pets must be registered with SMBS. Pets shall be under control at all times in accordance with local and state regulations and must be toileted off the SMBS grounds. Owners are required to clean up after their pets immediately. At the sole discretion of SMBS any pet deemed to be a nuisance may be required to be leashed or may be banned from SMBS property.

8. PARKING. Owner will be allowed a parking space for access to the vessel. Long-term parking must be cleared with SMBS office prior to leaving for any period past overnight. Trailers with/without boats may not be parked on SMBS grounds. SMBS reserves the full right to limit use of the parking area and to making parking changes for additional regularly used spaces or unused vehicles.

9. GARBAGE AND WASTE. Garbage, refuse or waste shall never be disposed of into SMBS adjacent waters. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents or inflammable liquids into SMBS waters. It is the Owner's responsibility to ensure that bilges are kept free of fuel traces in order to prevent contamination of the waters. Bilges shall not be pumped while within SMBS waters. Waste oil shall be placed in the waste oil tank provided for this purpose. Boat bottom cleaning can be accomplished by appointment with SMBS for haul and proper disposal of marine matter. Under no circumstances will an Owner vacate a head or holding tank within SMBS waters. SMBS supports and complies with local and state regulations intended to keep the environment clean.

10. COMMUNITY AREAS. No personal items will be affixed to any SMBS property. Personal items left in community areas and buildings will be removed. Owners are responsible for their guests.

11. LIVE ABOARD. No Owner shall, nor permit any other to live aboard their vessel without the written consent of SMBS.

12. SIGNS AND ADVERTISING. No "FOR SALE" signs or other signs shall be placed on the vessel or vessel slip/space without permission of SMBS. SMBS reserves the right to remove any non-approved sign from the vessel or slip/space without notice to the Owner. Similarly, the Owner shall not affix or attach by screw, nails, bolts, or any other object, any article, fixture, or equipment to the piers, docks, seawall or structures without prior written permission of SMBS. Advertising of or soliciting for the sale or lease of the vessel, appurtenances, or property of whatever type shall not be permitted on any vessel nor shall the SMBS address be used for personal or business purposes without the permission of SMBS.

13. SECURITY PERSONNEL. SMBS may employ security personnel for protection of SMBS property. Security personnel are not responsible for Owner's property.

14. ELECTRICAL OUTAGES. SMBS shall not be held responsible for electrical interruptions or outages or the results or damages therefrom.

15. The speed limit of 3 MPH shall be observed within SMBS property.

16. CLEANLINESS OF VESSELS. Vessel's topsides must be kept in a ship-shape condition at all times and no laundry, towels, bathing suits or other such items shall be hung on boats, piers or docks at any time.

17. MAINTENANCE WITHIN THE SLIPS. Painting, scraping or repair of gear shall not be permitted in the slip, on the docks, finger piers, sidewalks, or picnic tables. No pressure washing shall be done within the waters of SMBS. The extent of maintenance or repair work an Owner may perform on his vessel while within a slip shall be at the sole discretion of SMBS. SMBS encourages the use of biodegradable phosphate-free cleansers and environmentally safe methods of vessel maintenance and repair.

18. OUTSIDE LABOR. No outside labor or independent contractor's work is allowed unless permission is obtained from SMBS. All outside labor must sign in at SMBS Office. Prior to commencement of work all outside labor or independent contractors shall provide proof of general liability insurance in the amount of \$1,000,000 each occurrence/\$2,000,000 aggregate, and proof of worker's compensation insurance. SMBS reserves the right to stop any contractor or "do-it-yourselfer" from work which is harmful to the environment.

19. SMBS SHOP AREA, TOOLS AND EQUIPMENT. SMBS shop area, tools and equipment are for the use of SMBS employees only. Due to liability and security, this will be strictly enforced.

20. The launch and retrieval area is for use of SMBS employees use only.

21. SMBS EMPLOYEES are assigned tasks by SMBS management only. Booking time and consultation may be accomplished only through SMBS management.

22. WEATHER SAFETY. Owner of the vessel accepts all responsibilities for the proper positioning, tie up and checking of the vessel under all circumstances. In the event of predicted foul weather approaching, SMBS maintains a Foul Weather Response Plan. SMBS reserves the right to remove any item from its piers, docks, seawall and community areas in order to provide

for the safety of its property and that of others. Loose items belonging to the owner will be stowed on the Owner's vessel.

23. When hauling vessel, if strap locations are not clearly marked, owner is responsible for placement of.

24. If special blocking is required, customer is responsible for placement of blocks and stands.

25. Proof of insurance via a Certificate of Insurance and/or declaration page is required prior to haul out.

26. If covering boat, lines or straps will not be attached to stands or blocks. Stands and blocks shall remain free from articles such as bicycles and ladders.

27. SMBS may move boats at any time as to make room for customers arriving or leaving.

28. SMBS is not responsible for maintenance of interiors or exteriors or systems of boats.

29. All subcontractors must provide a copy of liability insurance and workers' compensation insurance to SMBS prior to starting work on any vessel to include marine operators legal liability including suppliers and merchants and delivery.

32. CHECKING OUT. Guests checking out from SMBS shall report to the SMBS office and settle their account prior to departure. Owners shall notify the SMBS office and pay all invoices owed prior to removing their boat permanently from SMBS property.

33. SUBLEASING. Renter/Owner shall not allow any vessel other than his own to occupy the slip/space granted him under the terms of this Agreement nor shall Renter/Owner occupy any other slip/space without the express consent of SMBS. Dinghies and Tenders will not occupy an additional slip without express written consent of SMBS.

34. EXTENDED CRUISES. Owners of vessels leaving for an extended cruise are required to notify SMBS office with a written 30-day notice. The slip may be held until return by paying monthly rental. SMBS Management reserves the right to use/rent all slips/spaces when vacant. Should a vacant slip be used by SMBS for transient monthly rental, the Owner may be reimbursed $\frac{1}{2}$ the slip rental paid to hold the slip on a pro-rata basis for periods used by SMBS. Transient vessels occupying an absent Owner's slip/space are required to move said transient vessel to another open slip/space immediately upon notice by SMBS.

35. DELINQUENT ACCOUNTS. In the event the slip space fees or other SMBS charges have not been paid within thirty (30) days after the same shall become due, SMBS shall, at its sole option, have the right to change the rate from monthly to daily rate and all storage charges thereafter shall bear interest at the highest legal rate. After ninety (90) days of non-payment of amounts due, SMBS will take necessary steps to collect said amounts due plus reasonable collection expenses.

36. VIOLATIONS. Violations of the above rules and regulations, disorder, deprecations, or indecorous conduct by an Owner, his crew, agents or guests that might injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the sole discretion of SMBS. Violation of any City or County Ordinance, State or Federal Laws, or regulation of City, County, State or Federal agencies shall be cause for SMBS to immediately terminate this Agreement and exclude the Owner and his vessel from SMBS property.

37. CHANGE OF RULES AND REULATIONS. SMBS reserves the right to amend or make additions to, or deletions from, the Rules and Regulations as it deems necessary. Sufficient notice of said changes shall constitute mailing of one copy to the Owner to the address given on this Agreement.

I HAVE READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL OF THE TERMS THEREOF. I REALIZE THAT AS THE VESSEL OWNER, I AM PERSONALLY RESPONSIBLE FOR THE VESSEL AT ALL TIMES AND FULLY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Owner's Signature

Date

Initial _____