

Boat Slip Application and Lease -

LICENSE AGREEMENT

Tampa, Florida

THIS LICENSE AGREEMENT is made as on the \_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_ between

TAMPA BAY DOCKS FOR RENT, INC (hereinafter being referred to as "Licensor") and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter being referred to as "Licensee").

CURRENT EMPLOYER OF LICENSEE: \_\_\_\_\_

CURRENT EMPLOYER ADDRESS: \_\_\_\_\_

OFFICE PHONE: ( ) \_\_\_\_ - \_\_\_\_\_

CELL PHONE: ( ) \_\_\_\_ - \_\_\_\_\_

DRIVERS LICENSE NUMBER: \_\_\_\_\_ STATE: \_\_ EXPIRATION DATE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_ - \_\_\_\_

RECITALS:

WHEREAS, Tampa Bay Docks for Rent, Inc is the owner of the boat slip and lift , or the sales agent for a boat slip owned by another individual

WHEREAS, \_\_\_\_\_ , Licensee, is the owner of a vessel, more particularly described on Exhibit A, and desires to lease the boat slip and lift from Licensor and Licensor is willing to lease a boat slip to Licensee pursuant to the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto for good and valuable consideration agree as follows:

1. Grant and Term of License. Licensor hereby grants to Licensee the exclusive right and privilege to use one of the Boat Slips and Lifts owned by Tampa Bay Docks For Rent, Inc., commencing on the \_\_\_\_ day of \_\_\_\_\_ , 20\_\_ and continuing on:

\_\_\_\_\_ a) for a period of 12 months until the last day of the month of \_\_\_\_\_, 20\_\_

Agreement will continue enforce after end date until either party notifies of desire to terminate the agreement. Again, 60 days notice to vacate is required.

2. Consideration. For and in consideration of said license, Licensee shall

\_\_\_\_\_ a) pay to Licensor the sum of \_\_\_\_\_, on or before the first day of the month. If payment is received after the first of the month, a late fee of \$50 will be assessed. If payment is not received prior to the 6th of the month, the remaining balance of the lease agreement will be due, or

\_\_\_\_\_ b) prepay the sum of \_\_\_\_\_ dollars for the term of the agreement.

In addition, a security deposit, equivalent to the monthly rate agreed to above, is due at time of signing. The deposit will be returned within 30 days of the end of the agreement upon inspection of the boat lift and proper functioning of the lift. The deposit cannot be used for the last month's lease payment.

\_\_\_\_\_ c) An optional remote control may be available for your slip for \$150.00, which the amount will be returned to you with your deposit upon working order with your deposit

Licensee agrees to pay Florida Sales Tax of 8.5% on either option above and a 2.5% credit card processing fee for any payments made with a credit card

3. Use. Licensee shall use the Boat Slip facilities in accordance with this License Agreement and the Rules and Regulations of the boat slip, as amended from time to time by Licensor in its sole discretion, which are attached hereto as Exhibit B and made a part of this License Agreement as if set forth at length herein.

4. Liability Insurance. Licensee must maintain liability insurance upon its vessel in the minimum amount of \$300,000 and supply an insurance certificate to Licensor. Licensor is not responsible for any damages to the Licensee's boat, and is not responsible for any injuries to Licensee or family, friends of Licensee. Licensee shall provide insurance for oil spill and pollution and shall be held fully responsible for any spill and/or pollution caused by its vessel and/or actions.

5. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor from any costs, expenses, damages and against all claims, demands, loss, damage liability lawsuits, causes of actions, including judgments and attorneys fees for damage to property or injury to Licensee or third parties resulting or arising from Licensee's use of the Boat Slip and/or Boat Lift.

6. No Assignment. Licensee shall not assign its rights under this License Agreement. Licensee is not permitted to sublet the Boat Slip without the specific written permission of the Licensor.

7. Termination. Any breach or failure on the part of Licensee to fulfill any part of this License Agreement and the Rules and Regulations shall give Licensor the privilege of canceling this License Agreement without prior notice to Licensee. If Licensor terminates this License Agreement, all prepaid consideration shall be forfeited by Licensee and shall not be refunded to Licensee. Licensee is required to immediately remove its vessel and/or equipment from the Boat Slip upon termination of this License Agreement. If Licensee fails to remove in a timely manner its vessel and/or equipment from the Boat Slip at the termination of this License Agreement, Licensor shall have the option of:

(a) charging Licensee three times the daily consideration on a pro rate basis for the space occupied; or

(b) taking possession of the vessel (to include removal of vessel from water) and/or equipment and locking it to the space provided;

or

(c) moving and/or hauling the vessel and/or equipment to another location; or

(d) pursuing any other remedy available under state/federal law.

8. **Attorney's Fees and Costs of Suit.** In the event it becomes necessary for licensor to retain the services of an attorney to enforce any provision of this License Agreement, then Licensee agrees to pay all attorneys fees and costs of suit.

9. **Completeness.** This License Agreement and the Rules and Regulations, as amended from time to time, embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the parties hereto. However, the Rules and Regulations can be amended from time to time, in writing, by the Licensor, in its sole and absolute discretion. Said amended Rules and Regulations shall become binding on Licensee upon mailing by regular mail to Licensee at the address contained herein or other such address provided by Licensee.

10. **Risk of Loss.** During the term of this License Agreement, Licensee shall be responsible for any and all loss or damage to Licensee's property, by fire or other casualty, or from any other cause or circumstance that may occur.

11. **Non-liability of Licensor.** It is expressly agreed and understood by and between the parties to this License Agreement that the Licensor shall not be liable for any damage or injury from any cause which may be sustained by the said Licensee or other person to include the carelessness, negligence or improper conduct of Licensor and its equipment. All work that is for normal maintenance on the boat lift shall be the responsibility of the Licensor, and any expenses needed to repair damages to the lift are at the expense of the Licensee.

12. **Keys.** Licensee agrees to supply keys to its vessel and allow Licensor to move its vessel without notice to Licensee, or obtaining any permission of Licensee under the following circumstances:

(a) any emergency;

(b) repair to the docks and/or slips;

(c) in the event this Agreement is terminated for any reason.

13. **Operations.** Licensee is responsible for any adjustments to the boat lift required to ensure that the licensee's vessel is properly situated on the lift. Potential service companies who can complete this work are listed on the [www.tampabaydocksforrent.com](http://www.tampabaydocksforrent.com) web site. Licensor does not warrant or recommend the use of these contractors but provides it as a courtesy to the Licensee.

14. Additional terms. Licensor retains the right, at any time during the lease term, to move licensee's vessel to another boat dock/slip within 200 yards of original boat slip, and agrees to reimburse licensee the cost of any move or modifications to the boat slip as needed.

15. Additional terms. Licensor reserves the right to sell the boat dock/slip referenced in this agreement at any time, and licensor will make every attempt to ensure that new owner of boat/slip honors the existing lease agreement with the licensee. Licensor will provide Licensee with 30 days notice that this agreement will expire.

16. Additional terms. Licensee is responsible for checking the size of the boat to ensure that it will fit within the parameters of the lift (no more than 34 feet long and 11 feet in width)

17. Additional terms. Licensee is responsible for scheduling an approved vendor of the Licensor to adjust the lift to fit the boat and explain the daily operating procedures for the lift

18. Governing Laws. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

19. Licensor is responsible for the ongoing maintenance of the boat lift. Licensee is responsible for adhering to the following use and care instructions, and failure to follow these may result in repairs to the lift at the Licensee's expense:

a. It is CRITICAL that when you raise and lower the boat lift that the cables REMAIN in their tracks - if the cables become tangled, they will break down and you will be responsible for the replacement of the cables.

b. Do not raise your boat to the very top of the cables - please leave at least a few feet of cable that is not wound on the cable spool.

c. Do not leave the lift in the water while you are out on the boat as the salt water will deteriorate the planks and barnacles will build up that can scratch your boat.

19. Authorization to Charge Credit Card. I grant permission to Licensor to charge the following deposit amount on credit card \_\_\_\_\_ (insert amount), and monthly dues of \_\_\_\_\_ (insert amount) each month.

Credit Card Number \_\_\_\_\_,

Exp Date \_\_\_\_\_, and 3 digit security code \_\_\_\_\_.

Billing Address for credit card: \_\_\_\_\_

\_\_\_\_\_

Authorization Signature of Licensee: \_\_\_\_\_

Please note there is a \$50 charge for any credit card that is declined during processing

NOTARIZED

I hereby certify that this day personally appeared before me,

\_\_\_\_\_, who is personally known to me or who produced

\_\_\_\_\_ as identification, and is the person who executed the

foregoing instrument and acknowledged before me that he/she executed the same

for the purpose expressed therein.

IN WITNESS WHEREOF, the parties have executed this License Agreement the date and year first above written.

\_\_\_\_\_ (Tampa Bay Docks For Rent, Inc - Brian Herzig, Licensor)

\_\_\_\_\_ (Signature of Licensee)

\_\_\_\_\_ (Printed Name of Licensee)

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (name of person acknowledging).

(NOTARY

SEAL)

\_\_\_\_\_

(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced EXHIBIT A

VESSEL DESCRIPTION AND OWNER INFORMATION

Vessel Name: \_\_\_\_\_

Year: \_\_\_\_\_

Make: \_\_\_\_\_

Serial No: \_\_\_\_\_

LOA (Length): \_\_\_\_\_

Draft: \_\_\_\_\_

Beam: \_\_\_\_\_

Power / Sail: \_\_\_\_\_

Fuel Type: \_\_\_\_\_

Drive: \_\_\_\_\_

Vessel Insurance Co.: \_\_\_\_\_

Vessel HIN # or Reg No: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_

Contact Telephone No.: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Emergency Contact & Telephone No.: \_\_\_\_\_

Keys Provided: (Circle One) Yes No

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

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EXHIBIT B

RULES & REGULATIONS

1. Licensee and their guest(s) agree to conduct themselves in a manner that will not interfere with other vessel owners or the normal business operation of the Marina. Consideration must be given to others as to language, actions, noise, especially between the hours of 8:00 PM and 8:00 AM.
2. Licensee is obligated to supply its own mooring lines of proper size and condition to safely secure the vessel. If the mooring lines do not meet the Licensor's specifications or fail for any reason, the Licensor reserves the right, but not the obligation, to replace inadequate lines at the Licensee's expense.
3. Licensee shall not store any supplies or equipment on walkways or docks, or construct any structure, install lockers, mount any equipment, TV antennas or install carpet on any dock or finger pier without written permission from the Licensor. Unauthorized items will be removed and disposed of by Licensor at the Licensee's expense and risk.
4. Refuse and garbage must be placed in plastic bags and properly disposed of by Licensee. Cleaning of fish on walks or docks is not permitted.
5. Licensee agrees not to idle the vessel in gear while tied at the dock.
6. A fresh water spigot will be provided at each boat slip. Licensee must supply his or her own hose and automatic shut off nozzle.
7. Pets must be in Licensee's control at all times. Dogs must be on a leash and must be walked off premises. Licensee is responsible for cleaning up droppings.
8. Cooking devices other than original fixed equipment from the vessel manufacturer must not be used in the harbor area (on or off vessel).
9. The use of portable heaters is not permitted aboard any vessel. Only those fixed heaters originally installed on vessels as furnished from the vessel manufacturer are permitted.
10. Upon vacating a boat slip at the end of the season or during an extended cruise, the Licensee shall be responsible for the removal of all lines.
11. Licensee is not permitted to discharge waste from the heads while in harbor.
12. Licensor will provide a lock on the boat lift control box
13. Licensee will ensure that the power to the boat lift is turned off when operation of the boat lift is completed.
14. Licensee agrees not to run the lift to the very top of the cable spool. Doing so will damage the motor, drive and cables and require replacement of both. The cost to replace the motor, drive and cables is in excess of \$1,000.00 and this cost would be paid by the Licensee.
15. There may be additional rules and regulations set forth by the Culbreath Key Condo Association that will be fully communicated during the term of the agreement.