

APOLLO BEACH MARINA
1485 APOLLO BEACH BLVD.
APOLLO BEACH, FLORIDA 33572
1-813-645-0720

SLIP/SPACE/STORAGE CONTRACT

THIS AGREEMENT entered into for the sole consideration stated between APOLLO BEACH MARINA, ~~INC.~~, hereinafter called "Marina" and the undersigned vessel owner, it's agent or employee, hereinafter called "OWNER".

BOAT NAME _____ REG. # _____

BOAT MAKE _____ YEAR _____ O/A LENGTH _____

TRAILER _____ YES _____ NO _____ *IF YES TAG # _____

BOAT OWNER'S NAME _____

BOAT OWNER'S PHONE # _____

BOAT OWNER'S ADDRESS:

PHYSICAL _____

~~MAILING~~ email: _____

EMERGENCY CONTACT: _____

BOAT OWNER AGREES TO PAY THE SUM OF _____ plus tax of _____
for a total monthly fee of _____
as storage charge for the above described vessel, in advanced monthly payments to the Marina

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MARINA does hereby agree to permit BOAT OWNER to use slip/space/storage assigned by the MARINA for parking, docking, mooring of the above described vessel for the period of one year, beginning _____ and ending on _____. Upon the expiration of the aforesaid period, this agreement shall be automatically renewed for a like period and continued in full force and effect unless and until either party gives ten day written notice of their intention to cancel the same.

On behalf of MARINA and BOAT OWNER it is mutually warranted, covented and agreed as follows:

1.) That this is admiralty and Maritime slip/space/storage Rental Agreement under the General Maritime Laws, Statutes, and Codes of the United States of America.

2.) That the Marina provides the slip/space/storage rental to the BOAT OWNER on the basis that the MARINA relies on the financial credit of the vessel. The MARINA shall have a maritime lien against the above described vessel, her appurtenances and contents for sums due for the slip/space/storage rental; services provided to said vessel, injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses. It is further agreed that services provided by MARINA to the BOAT OWNER or BOAT OWNERS 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 the MARINA for the consideration hereinbefore set forth, from any costs, expenses, damages and, against all claims, demands, damage, liability that may be asserted by anyone due to the following:

a.) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said BOAT OWNER'S vessel, motors, sails, furniture, equipment, tackles or appurtenance, or to any other property contained in or on BOAT OWNER'S vessel, or on the premises of the MARINA or to personal property of others on the vessels or MARINA premises.

b.) Any personal injury, death, or illness arising from the occupancy or use of the MARINA premises or facilities, where such injury, or damage is caused, in part regardless of how slight, by the acts or omissions of the vessel OWNER, his agents, servants, invites or employees.

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, invites or employees.

4.) This agreement is to provide a slip/space/storage rental. There is no agreement to create a ballment of the vessel, nor do the parties intend to create a ballment of the vessel. This agreement is merely for the renting of a mooring space by vessel OWNER for his vessel. There is neither temporary nor permanent dominion or control exercised over said vessel by MARINA, but said control is to remain im 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 the BOAT OWNER. The MARINA shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances, at any time.

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5.) Pursuant of Florida Statute 371.84, and following parts, MARINA is authorized to sell the above vessel, her appurtenances and contents at a non-judicial sale in the event of nonpayment of rent for a period of six (6) months. Notice by Certified Mail of a non-judicial sale with reference to the aforesaid vessel, will be mailed to the above owner at the following address at least 30 days prior to the proposed sale.

6.) It is the full responsibility of the BOAT OWNER to make arrangements for the safety and protection of his boat and appurtenances

7.) This agreement shall be in full force and effect, unless terminated under any one of the following conditions:

a.) By destruction of the slip/space/storage facilities by fire, storm, acts of God, acts of Government, acts of third parties, or other calamity.

b.) In the event BOAT OWNER shall make a bona fide sale of the boat listed in the Agreement, and/or remove the boat to another mooring after proper notification to MARINA and payment of all accrued charges.

c.) By breach or default of the terms of Rules and Regulations of this Agreement, which are hereby attached and incorporated into this Agreement or subsequent amendments, as solely determined by the MARINA.

d.) By termination in writing on ten (10) days notice by MARINA.

e.) By breach of the warranties or Agreements contained herein, said breach solely determined by MARINA.

8.) BOAT OWNER agrees to comply with all posted rules and regulations included in this Agreement, and should breach of this Agreement or violation of posted rules and regulations occur, this rental Agreement shall terminate immediately at the option of MARINA. BOAT OWNER agrees that upon such violation MARINA may immediately remove the boat without notice to BOAT OWNER from her mooring space at the BOAT OWNER'S risk and expense and take possession of the mooring slip/space/storage.

9.) This document constitutes the entire Agreement between the parties. Should there be waiver of any conditions by MARINA, this shall not be deemed to be a continuing waiver.

10.) In the event of any breach hereunder including but not limited to recovery in whole or in part for services or slip/space/storage rental charges. In any Court, either in rem or in personam, the vessel BOAT OWNER hereby agrees to pay all Court costs together with attorneys 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 MARINA appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshall at the MARINA facility including removing the vessel in custodia legis from its normal slip/space/storage as the United States Marshal may allow and direct.

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11.) AFTER THE FIFTH DAY OF THE MONTH LATE CHARGES OF TWENTY-FIVE {25} DOLLARS WILL ACCRUE.

12.) In the event the fees or other MARINA charges are not paid within thirty {30} days after the same shall become due, the MARINA shall, at its sole option, have the right to change the fee rate from monthly to the higher daily rate and all storage charges thereafter shall bear interest at the highest legal rate.

13.) The vessel OWNER conveys and agrees that he has in full force and effect hull insurance policy of a "named perils" or "all risks" for the value of the vessel and a third party liability policy, also known as P & I policy, in the minimum amount of \$300,000.00.

14.) BOAT OWNER shall pay to the MARINA A CHARGE OF \$25.00 FOR EACH CHECK THAT IS RETURNED TO THE MARINA UNPAID, AND ANY OTHER LATE CHARGES THAT OCCUR.

15.) I HAVE READ THIS ENTIRE AGREEMENT INCLUDING THE SECTION ON RULES AND REGULATIONS, AND FULLY UNDERSTAND ALL OF THE TERMS THEREOF AND REALIZE AS A VESSEL OWNER THAT I AM RESPONSIBLE AND THAT THE VESSEL IS ALSO RESPONSIBLE FOR THE TERMS AND CONDITIONS SET FORTH HEREIN.

RULES AND REGULATIONS

1.) Advertising or solicitation of sales or leases of the boat, appurtenances or property of whatever type shall not be permitted on any boat within the Marina. Neither the boat nor Marina's address shall be used for business purposes.

2.) Refuse shall not be thrown overboard, or on grounds. Garbage shall be deposited in containers supplied for that purpose. No person shall discharge oil, spirits, inflammable liquid or oil bilges into the Marina. ANY HAZARDOUS WASTE THAT IS LEFT AT THE MARINA, WILL BE DISPOSED OF BY THE MARINA AND THE BOAT OWNER WILL BE CHARGED FOR THE DISPOSAL PLUS A HANDLING CHARGE TO THE MARINA.

3.) No "outside" contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without the prior approval of the Marina. Said contractor will then be allowed to perform work at the Marina only after providing Marina with proof of liability insurance equal to or greater than the amounts carried by the Marina. Said proof will be kept on file in Marina office, along with a completed indemnity agreement which must be signed by the Contractor each year. Contractor must notify Marina office each time he/she enters Marina Facility to perform work. If approval is given Marina incurs no legal obligation to supervise, conduct follow-up checks or provide safety inspections for such contractors.

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4.) Daily users of the parking lot will be allowed one parking space per boat slip/space/storage. the Marina reserves the right to make a charge for additional used spaces. No long term parking or storage of cars, boats, camping trailers, etc. is permitted without prior written permission of the Marina.

5.) Boat Owners shall not store supplies, materials, tenders, dinghies, skiffs, accessories or debris on Marina piers, walkways or property and shall not construct thereon any lockers, chests, cabinets or similar structures, except with written approval of the Marina. THE MARINA WILL NOT BE HELD RESPONSIBLE FOR ANY ITEMS THAT COME UP MISSING OR DAMAGED.

6.) Subleasing of slip/space/storage, transfer of boats between slip/space/storage to another slip/space/storage, is not permissible except upon prior approval of the Marina. Boat Owner agrees that at the sole discretion of the Marina, the Marina may move the boat from the particular space rented to any other mooring space, for whatever reason.

7.) Violations of the listed rules and regulation, disorder, depredations, or indecorous conduct by a patron, or his crew or guests, that might injure or annoy other persons, cause damage to property shall be cause for immediate removal from the Marina of the boat in question and termination of the Agreement at the discretion of the Marina.

8.) Due to EPA regulations renters cannot perform any engine work while the vessel is in the water.

9.) Boat length is defined at the overall length of the boat hull. Bowsprits or other forward projections, outboard motors, swim platforms, dinghies, davits, or other rear projections shall be added to boat length.

10.) Boats stored in the Marina must be kept in safe, clean and attractive condition. Boats shall conform to all Federal, State and City regulations concerning registration, boat safety devices and equipment, and should maintain a current Coast Guard or Coast Guard Auxillary Inspection Certificate of Safety.

11.) Water and electricity is not to be wasted and Boat Owner shall only use a hose which has a positive shut-off at the discharge end. If water or electricity are shown to be wasteful, then the Marina may turn off the facilities to that slip, and/or charge additional fees.

12.) Pets are only permitted if they do not disturb others. Pets must be kept on a leash at all times. If a pet "spoils" on Marina property, the owner will then be required to clean it up immediately.

13.) The Marina reserves the right to refuse products and service to anyone, at any time. without notice, an to ration products and services at its discretion.

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14.} Boat Owners will be responsible for any clean up or damage caused by their vessel leaking fluids, or contaminants on to the ground, water or other vessels. The Marina, at their option, will take corrective action, and bill the Boat Owner accordingly.

15.} Boat Owner is responsible for the safe mooring and/or removal of their vessel in the event of hazardous weather. Marina will not be held responsible for any damage or injury caused in relation to weather conditions, or the relocation of vessel.

16.} The Marina reserves the right to use or let any slip/space/storage during the temporary absence of a boat.

17.} In the event Owner's boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of Marina, Marina may, if Owner cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all costs shall be at Owner's expense.

"MARINA"

By _____

"BOAT OWNER"

By _____

Dated This _____ Day of _____ 20____

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES – DIVISION OF MOTORIST SERVICES

SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE

POWER OF ATTORNEY FOR A MOTOR VEHICLE, MOBILE HOME OR VESSEL

(Date)

I/We hereby name and appoint, _____, to be my/our
(Full Legibly Printed Name is Required)

lawful attorney-in-fact, to act for me/us, in applying for an original or duplicate certificate of title, to register, transfer title, or record a lien to the motor vehicle, mobile home or vessel described below, and to print my/our name and sign their name, in my/our behalf. My attorney-in-fact can also do all things necessary to the application or any other related instrument and to bind me/us in as sufficient a manner as I/we myself/ourselves could do, were I/we personally present and signing the same.

With full power of substitution and revocation, I/we hereby ratify and confirm whatever my/our said attorney-in-fact may lawfully do or cause to be done in the virtue hereof.

CHECK ONE: Motor Vehicle Mobile Home Vessel

Year	Make/Manufacturer	Body Type	Title Number
Vehicle/Vessel Identification Number			

NOTICE TO OWNER(S): COMPLETE THIS FORM IN ITS ENTIRETY PRIOR TO SIGNING.

UNDER PENALTIES OF PERJURY, I/WE DECLARE THAT I/WE HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.



(Signature of **Owner** "Grantor")

(Legibly Printed Name of **Owner** "Grantor")

(Driver License, Identification Card or FEID Number for **Owner**)

(Date of Birth for **Owner**, if applicable)

(**Owner's** Address)

(City)

(State)

(Zip)

(Signature of **Co-Owner** "Grantor," if applicable)

(Legibly Printed Name of **Co-Owner** "Grantor," if applicable)

(Driver License, Identification Card or FEID Number for **Co-Owner**)

(Date of Birth for **Co-Owner**, if applicable)

(**Co-Owner's** Address)

(City)

(State)

(Zip)

This non-secure power of attorney form may be used when an individual or entity appointed as the attorney-in-fact will be completing the odometer disclosure statement as the **buyer only** or the **seller only**. However, this form cannot be used to allow an individual or entity (such as a dealership) to sign as both buyer and seller for the purpose of disclosing the odometer reading. This may be accomplished only with the secure power of attorney (HSMV 82995) when:

- (a) the title is physically being held by the lienholder; or
- (b) the title is lost.

NOTE: A licensed dealer and his/her employees are considered a single entity.

Check your local phone book government pages or visit the following website for current mailing addresses:

Copy
Proof of
Ins

Copy.
Drivers
Lic

