

# dockage agreement

Dock/Slip #			Account #			Date			
Vessel Name			Documentation			Registration			
L.O.A.	Beam	Draft	Year	Manufacturer	Power	Type of power			
					Sail				
Dockage term: From		To		Annual	Seasonal	Transient			
Live on Board Yes      No	Electricity N/A	Electricity 30 amp	Electricity 50 amp	Electricity 100 amp	Electricity Three-Phase				
Owner Name			Williams Island Resident?    Yes      No			Billing Name			
Street Address				Credit Card Information:					
				<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> American Express					
City		State		Zip		Credit Card #			
Phone		Fax or Mobile			Expiration Date (month/year)		Authorization Code		
Email				I authorize the use of this credit card for billing matters related to my vessels stay at Williams Island Marina.					
Captain/Agent				<input checked="" type="checkbox"/>					
Captain/Agent Address				Emergency Contact Name					
City		State		Zip		Emergency Contact Email			
Captain/Agent Phone			Captain/Agent Mobile		Emergency Contact Phone		Emergency Contact Mobile		
Captain/Agent Email				Insurer		Policy No			
Auto License Plate #		Make		Model		Year		Color	Barcode #
Dock Charges		Rate \$	<input checked="" type="checkbox"/> Feet	Daily total \$		<input checked="" type="checkbox"/> Days =			
Special notes:						12 Months			
						2.25% INS/ENV Fee			
The person signing this agreement for, or on behalf of the Owner represents and warrants his authority from the owner to bind the Owner and his vessel to its terms and that the vessel is not under charter.						Electricity			
<input checked="" type="checkbox"/>						Sub Total			
Required signature of Owner or Authorized Representative						7% Florida Sales Tax			
Print name and relationship to the vessel						Total			
<b>Required signature of Williams Island Marina representative</b>						<b>PAYMENT IS DUE PRIOR TO DEPARTURE</b>			



# terms & conditions

Dockage Contract	THIS AGREEMENT, IF FOR DOCKAGE, DOES NOT CONSTITUTE A BAILMENT, IS FOR THE USE OF DOCK SPACE ONLY, AND IS CANCELABLE BY WILLIAMS ISLAND MARINA ANYTIME WITHOUT NOTICE. The Owner uses the dock space at the Owner's sole risk. Williams Island Marina, despite whatever security Williams Island Marina provides from time to time in its discretion, shall not be liable for the safekeeping of the Vessel, including her gear, equipment and contents, or for any loss or damage of whatever kind or nature to the Vessel or her gear, equipment, or contents, except that, for damage attributable in whole or in part to the negligence of Williams Island Marina, its officers, employees, agents or subcontractors, or otherwise, the liability of Williams Island Marina shall be no more than the total amount invoiced by Williams Island Marina to the Owner for the services provided by Williams Island Marina pursuant to this Agreement. The Owner may not sub-lease the dock space
Permission to Operate	The Owner grants Williams Island Marina, its officers, agents, employees, and subcontractors permission to haul, move and operate the Vessel utilizing Vessel's Compliment, at the discretion of Williams Island Marina.
Utilities	Williams Island Marina will charge the Owner for utilities at Williams Island Marina's prevailing daily rates while the Vessel is at its facilities.
Hazardous Waste	The Owner is responsible for disposal of all Owner's waste, whether or not hazardous, and Williams Island Marina may charge the Owner for the cost of disposal of Owner's waste, including, without limitation, disposal of waste generated by service work on the Vessel. The Owner, the Owner's family members, employees, invitees, and agents, may not bring hazardous materials onto Williams Island Marina's property without prior notification and concurrence from Williams Island Marina and they will be solely liable for the Owner's improper disposal of waste of any kind.
Outside Contractors	All outside contractors must provide proof of liability and workers' compensation insurance before admittance shall be granted to Williams Island Marina Property. Williams Island Marina may refuse to admit, or order off its property, any outside contractor that fails to comply with these requirements. All service providers, contracted by Williams Island Marina, must contract using a Williams Island Marina purchase order and a markup will be applied for these service providers. In the case of independent (not contracted by Williams Island Marina) contractors, the purchase order requirement may be waived in lieu of a daily access fee per man per day. Use of vendors or subcontractors contracted by vessel and not supervised and managed by Williams Island Marina is not recommended as this may prevent integration and coordination with all other planned service work, possibly impacting planned schedule and overall cost, as it ultimately removes Williams Island Marina from oversight and control of the subcontractor's actions.
Owner's Insurance	The Owner must carry marine hull and protection and indemnity insurance on the Vessel while at Williams Island Marina's facility, in amounts and on terms customary for vessels of like value.
Dock Lines	The Owner is required to use proper mooring lines at all times. Williams Island Marina may replace, at the Owner's cost, any lines it deems inadequate to prevent damage to docks or adjacent vessels at its facilities. Williams Island Marina, however, assumes no duty to inspect the Owner's lines.
Severe Weather	IN THE EVENT OF SEVERE WEATHER, INCLUDING, WITHOUT LIMITATION, A TROPICAL STORM OR HURRICANE, THE OWNER IS SOLELY RESPONSIBLE FOR PROPERLY SECURING THE VESSEL. The Owner will be liable to Williams Island Marina for any damage to Williams Island Marina's docks and facilities caused by the Vessel. Williams Island Marina shall have no obligation or duty to monitor the weather or to notify the Owner of the approach of severe weather.
INDEMNIFICATION	THE OWNER, THE OWNER'S HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY AGREE TO RELEASE, SAVE HARMLESS, DEFEND AND INDEMNIFY WILLIAMS ISLAND MARINA, ITS OFFICERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS, INCLUDING INDEMNIFICATION FOR COSTS AND ATTORNEY'S FEES, FROM, AGAINST AND FOR CLAIMS FOR DAMAGE TO THE VESSEL, ITS GEAR, EQUIPMENT, AND CONTENTS, OR FOR INJURY TO THE OWNER, THE OWNER'S FAMILY MEMBERS, EMPLOYEES, INVITEES, AND AGENTS, ARISING FROM DUTIES ASSUMED UNDER THIS AGREEMENT OR BY OPERATION OF LAW, USE OF THE VESSEL, OR ANY INDIVIDUAL'S PRESENCE ON WILLIAMS ISLAND MARINA'S PROPERTY, EXCEPT WHERE ATTRIBUTABLE TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BY WILLIAMS ISLAND MARINA, ITS OFFICERS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS.
Attorney's Fees and Costs	The Owner shall pay Williams Island Marina's reasonable attorney's fees and costs incurred in any dispute or legal proceeding arising out of this Agreement or the presence of the vessel on Williams Island Marina's premises now or in the future, whether under this Agreement or any subsequent oral or written agreement, or otherwise, should Williams Island Marina be the prevailing party.
Liens	Williams Island Marina shall have upon the Vessel, its gear, equipment, and contents, all state and federal liens of whatever nature given for, or arising based on, services, labor, materials, necessities, dockage or storage furnished to, or for the benefit of, the Vessel or damage caused or contributed to by the Vessel or the Owner to any dock or property or any person on Williams Island Marina's property. Any lien shall include an amount sufficient to cover Williams Island Marina's reasonable attorney's fees.
Notice	Williams Island Marina may give notice to the Owner, directly or through the Owner's agent, by mail or in person. Notice, if mailed, shall be deemed given when deposited in the U.S. Mail, postage prepaid.
Modification	No modification to this Agreement shall be enforceable unless in writing and executed by Williams Island Marina's authorized agent. Williams Island Marina's failure to require strict performance of this Agreement or waiver of any conditions shall not act as a waiver of its rights nor be deemed a continuing waiver. Delay in enforcement of any of Williams Island Marina's rights hereunder shall not be deemed laches.
Rules and Regulations	The Owner or the person signing this Agreement for the Owner acknowledges that it or he has read and fully understands, and agrees to comply with, this Agreement and the rules, policies, and regulations currently posted at Williams Island Marina's facilities governing use, safety, environmental compliance, occupancy, storage, dockage, hours of operation, and other miscellaneous matters. Failure to comply shall entitle Williams Island Marina to terminate this Contract immediately, without notice, and shall excuse Williams Island Marina from further performance, but without waiver of any then existing lien or other rights.
Payment	Payment is due upon issuance of any progress billing or invoice, and in any event, no later than completion and before the Vessel may be removed from Williams Island Marina's premises. Payment constitutes an acceptance of the work performed and a waiver of claims as to defects in materials and workmanship apparent on reasonable inspection. Any payment not made when due shall accrue interest at the rate of 1-1/2% per month (18% APR) or the maximum rate allowed by law, whichever is less.
Comply with Law	The Owner represents and warrants that the Owner will comply with the Federal Water Pollution Control Acts (33 U.S.C. Section 1321, prohibiting discharge of oil or oily water, and 33 U.S.C. Section 1322, prohibiting discharge of untreated sewage (black and grey water) and all other applicable federal, state, county, and municipal laws and regulations.
Surcharge	Williams Island Marina will add a surcharge for certain insurance and environmental costs associated with maintaining a clean marina to all invoices.
Taxes	All work is subject to Florida state sales tax. The Owner must notify Williams Island Marina prior to, or immediately upon, the Vessel's arrival if the Owner wishes to register the Vessel under Florida's Safe Harbor Act for sales and use tax purposes.
NON-JUDICIAL SALE	THE OWNER AUTHORIZES WILLIAMS ISLAND MARINA TO SELL THE VESSEL AT A NON-JUDICIAL SALE IF THE OWNER FAILS TO PAY WILLIAMS ISLAND MARINA'S DOCKAGE OR STORAGE FEES FOR A PERIOD OF FOUR (4) MONTHS, IN ACCORDANCE WITH SECTION 328.17, FLORIDA STATUTES.
Miscellaneous	If any portion of this Agreement shall be deemed to be in violation of any law of the United States, or State of Florida, that portion, and that portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be governed by the internal laws of the State of Florida and the United States, both as to interpretation and performance. The venue of any action arising from this Agreement shall lie exclusively in the Circuit Court of the 15th Judicial Circuit, in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida, and both parties shall submit to the jurisdiction of such court; provided, however, that Williams Island Marina may institute an "in rem" action in any United States District Court that has jurisdiction over the Vessel.

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Signature of Owner or Authorized Representative