dockage agreement

Assigned Slip #				Account #				Date					
Dockage Term: From	Dockage	Dockage Term: To		Annual		Seasonal			Transient				
Vessel Name				Documentation			Registration						
Length Overall	Beam	am Draft			Manufa	Manufacturer			Model				
Auto License Plate # Make			Mod	el	Year	Year Color			Barcode #				
Live on Board Yes No	Electricity N/A	Electricity Electricity N/A 30 am		Electrici 50 amp	*				Electricity Three-Phase				
Ck bYfgBUa Y Williams Island Resident? Yes No						Insurance Company Name							
Street Address					Insuranc	Insurance Policy Number #							
City		State		ode	Insuranc	ce Policy Effe	ective Date	Insurance Policy Expiration Date					
Primary Phone # Alternate Phone #					The Owner must carry marine hull, protection, and indemnity insurance on the Vessel while at Williams Island Marina's facility, in amounts and								
Email					policy fo	on terms customary for vessels of like value. A copy of the Insurance policy for the Vessel must be submitted to Williams Island Marina before the commencement of the dockage term.							
						rgency Contact							
Captain/Agent Address					Emerge	Emergency Contact Address							
City		State			City	City			,	Zip			
Captain/Agent Primary Phone #						Emergency Contact Primary Phone #							
Captain/Agent Email					Emerge	Emergency Contact Email							
Dock Charges	ges Rate Slip S		Slip Size	Mont	hly total	X		\$					
Special notes:						Monthly Dockage \$							
						Prepayment Discount -\$							
						2.25% INS/	'ENV Fee	\$					
The person signing this agreement for, or on behalf of the Owner represents and warrants their authority from the Owner to bind the Owner and Vessel to the all the Terms and Conditions of this agreement.						Electricity		\$					
10 THO GITTIO GITG CONGINOTS OF THIS AGREEMENT.						Subtotal		\$					
X Required signature of Owner or Authorized Representative						7% Florida State Tax \$							
X						.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Т					
Required signature of Williams Island Marina Representative								\$					
		P	AYMENT IS D	DUE UPON A	RRIVAL AND	BEFORE DE	PARTURE						



terms & conditions

DEFINITIONS

In this Dockage Agreement (hereinafter "Agreement"), "Owner" shall mean the person(s) whose name(s) and address(es) are shown as such above. "Owner" shall indicate the singular and the plural. "Vessel" shall mean the vessel identified above or any substitute vessel agreed upon by the parties in writing. Owner warrants that they are either the owner of the Vessel or that they are duly authorized by the owner of the Vessel to enter into this Dockage Agreement as agent for the owner and to bind themselves, the owner, and the Vessel to the terms and conditions stated herein. "OASIS MARINA" shall mean Oasis Marina, LLC. "Marina" shall mean Williams Island Marina located at 4100 Island Blvd., Ste. CU2, Aventura, FL 33160. "Marina Rules" shall mean the written rules for the Marina which may be amended or modified at the sole discretion of OASIS MARINA at any time. "Marina Manager" shall mean such individual appointed manager of the Marina by OASIS MARINA. "Rent" shall mean the slip rental fee, any other fees set forth above and any other fees or charges provided to the Owner or the Vessel by Williams Island Marina pursuant to this Agreement. "Slip" shall mean the slip number identified above or any substitute slip pursuant to this Agreement.

AMENITIES

From time to time, the Marina may experience outages of its amenities that are out of Williams Island Marina control. This may include but is not limited to utilities, electricity, fresh water, cable TV, and Wi-Fi. Outages, regardless of duration, do not entitle the Owner to a refund.

BAILMENT

Owners acknowledge that the slips, piers, grounds, parking lots and facilities of the Marina are not completely secure and that the Vessel and Owner's motor vehicle(s) will not be under the exclusive control of the Williams Island Marina and/or the Marina at any time. Access to Vessels and piers in the Marina is unrestricted from the water, a sidewalk follows the sea wall, there is no guarantee that controlled access gates will perform properly, or that a security guard will be present. Owner acknowledges that Williams Island Marina and the Marina are not insurers of the safety, security, or condition of the Vessel, the Owner's motor vehicle(s), or their contents. Owner agrees that Williams Island Marina is not a bailee or warehousemen with respect to the Vessel, the Owner's motor vehicle(s), or their contents.

CANCELLATION BY OWNER

In the event of a sale of the Vessel, Owner may request an assignment of its rights and obligations under this Agreement to the new owner of the Vessel, which shall be subject to the express consent and approval of Williams Island Marina. In the event that Owner cancels this Agreement prior to the end of the term due to a sale of the Vessel, Owner shall not be entitled to receive any refund, pro-ration or reduction of Rent.

CASUALTY LOSS

Owner shall immediately notify Williams Island Marina of any fire or other casualty on, in, or about the Slip or which involves the Vessel. In the event the Slip or the Marina are damaged by fire or other peril, Williams Island Marina shall have no obligation to repair or rebuild; however, Williams Island Marina may elect to repair or rebuild, and in that event, this Agreement shall remain in full force and effect, and Owners shall not be entitled to abatement of rent while those repairs are being made as long as a substitute mooring is provided for the Vessel within the Marina. If Williams Island Marina does not elect to rebuild or repair, then it may terminate this Agreement by giving notice of such election to Owner within 60 days after damage occurs. Owner waives any claim for compensation or damages from Williams Island Marina for loss of the use of all or any of the Slip, the Vessel, or other personal property, or any inconvenience or annoyance occasioned by any such damage or from damage repairs.

CHOICE OF LAW VENUE

This Agreement is deemed to have been made and entered into in the state in which the Marina is located and shall be governed and interpreted by the laws of the state in which the Marina is located, including federal maritime law where applicable. Any legal action brought to enforce this Agreement must be filed in the appropriate state court located in the County where the Marina is located or in the United States District Court for the state in which the Marina is located, except that an in rem proceeding against the Vessel may be brought in the U.S. District Court for the district where the Vessel may be found. Owner and Williams Island Marina agree to submit to the personal jurisdiction and venue of said courts.

CONDITION OF VESSEL

The Marina Manager shall have the authority to set standards of appearance and serviceability for Vessels moored at the Marina. Owner agrees to maintain the Vessel in accordance with such standards and Williams Island Marina shall, at the sole discretion of the Marina Manager, have the right to expel any Vessel from the Marina which does not meet standards of appearance, maintenance, or safety. Owner agrees that the Vessel shall be properly documented or registered and show all required markings/decals and Owner agrees to promptly provide Williams Island Marina with a copy of the Vessel's registration, title, and documentation upon request by Williams Island Marina. Owner agrees that it is Owner's sole duty to keep the Vessel properly secured and moored at all times; to keep the Vessel light (bilges dry), staunch and seaworthy; to keep the Vessel in good operating condition and repair; to keep the Vessel neat, clean, and free of rust, mildew, peeling paint, rot, blistering and flaking; to equip the Vessel with adequate mooring lines and fenders in strong, clean and satisfactory condition; and to keep the Vessel with a neat, shipshape and aesthetically pleasing appearance. Owner's compliance with the standards referred to in this paragraph shall be determined at the sole discretion of Williams Island Marina. Owner acknowledges that the Slip is not to be used for the long-term storage (over 30 consecutive days) of an inoperable Vessel. In the event that it is determined by Williams Island Marina that Owner or the Vessel is not in compliance with the requirements of this paragraph, Williams Island Marina may terminate this Agreement for cause.

COLLECTION

In the event it becomes necessary for Williams Island Marina to file suit or assign unpaid invoice(s) to an attorney, individual or firm for collection, Owner agrees to pay a reasonable attorneys' fee or collection fee, plus all applicable court costs and expenses of such collection efforts. Owner agrees that Williams Island Marina may take and/or keep possession of the Vessel at the Owner's and Vessel's expense until payment in full of all amounts due to Williams Island Marina has been made.

COMMON AREAS

Provided Owner complies with their duties and obligations hereunder, Williams Island Marina hereby grants Owner a non-exclusive license to use of the docks, promenade, parking areas, restrooms, lounge facilities and other common areas within the Marina which are designated for general use by Owner and Owner's guests/invitees, subject to the Marina Rules and requirements set forth in this Agreement. Owner agrees that neither they nor their guests/invitees will place or leave any objects upon the docks and piers or other common areas of the Marina without the express permission of the Marina Manager. Only dock boxes and steps approved by Williams Island Marina may be placed on the docks or piers. Owners may not attach anything to the docks or make any alterations to the docks or piers or any other common area of the Marina.

CONTRACT WORK

Owner may hire outside contractors to provide service, labor, repairs, and parts to the Vessel provided that all such contractors meet the requirements of Williams Island Marina as to quality of workmanship, appearance while present at the Marina, insurance coverage and other requirements reasonably imposed by Williams Island Marina. Owner agrees not to allow the performance of any maintenance, repairs, replacement of parts or other general labor without first notifying the Marina Manager of the name of the contractor(s) who will perform the work and until the contractor(s) has executed required waivers and indemnities and has been otherwise approved by Williams Island Marina.

EMERGENCIES

Owner acknowledges that Williams Island Marina has no duty or obligation to keep the Vessel afloat, to prevent damage to the Vessel, or to prevent the Vessel from damaging the environment or the property of others. Owner agrees that Williams Island Marina may board and operate the Vessel if, at any time, in the sole judgment of Williams Island Marina, this becomes necessary to protect persons, the environment, or property. Williams Island Marina may disconnect electrical power to the Vessel and/or

terms & conditions

EMERGENCIES cont.

disconnect and remove any electrical apparatus aboard the Vessel that Williams Island Marina considers in its sole judgment to be unsafe, unlawful, or a nuisance. Nothing contained herein shall impose any duty upon Williams Island Marina to inspect the Vessel or its equipment, to ensure the Vessel's safety, or to determine if it is a danger to itself, the environment, or to the persons and property of others. Ordinarily, Williams Island Marina will first attempt to notify Owner should it observe adverse conditions that do not place the Vessel, the environment, or other property in imminent peril. However, if the Vessel should sink or appear in imminent danger of sinking, damage from high winds, waves, tides, floods, fire, ice, or in need of dock lines, or if in the sole judgment of Williams Island Marina the Vessel constitutes an imminent danger to itself, the environment, or other vessels/property, Williams Island Marina in its sole discretion, may take action itself or by hiring others, to haul, pump, raise, salvage, contain/cleanup oil/fuel spills, install dock lines, move the Vessel, tow it and store it elsewhere, or take such other action as Williams Island Marina may deem appropriate, without prior notification or further authorization from Owner. Under such circumstances, neither Williams Island Marina, nor its agents, employees, officers, directors, or representatives shall be responsible for any costs, losses, or damages to the Vessel or to other property of Owner as the result of taking such measures. Owner agrees to pay immediately all reasonable charges billed by Williams Island Marina to Owner or billed to Owner by others retained by Williams Island Marina in connection with the same, including, but not limited to Owner's proportionate share of expenses incurred by Williams Island Marina or its contractors for the common protection of Vessels and property in the Marina.

END OF TERM TERMINATION

At the end of the term of this Agreement without renewal or extension, or upon termination of this Agreement, Owner agrees (1) to return the Slip to Williams Island Marina in its original condition, clean and free of debris; (2) to immediately pay all Rent due to Williams Island Marina; (3) to surrender all marina keys and security cards; (4) to remove all parking stickers from their vehicles; and (5) to immediately remove the Vessel and all of Owner's personal property from the Marina. Owner agrees that they will not remove the Vessel from the Marina after termination or after the end of the term, until all Rent has been paid to Williams Island Marina. Until the Vessel is removed from the Marina, Owner agrees to pay Williams Island Marina slip rental at the daily transient rate then in effect at the Marina. In the event Owner fails to remove the Vessel from the Marina within 3 days of the end of the term or of the termination becoming effective, Owner authorizes Williams Island Marina to board the Vessel and take possession of Owner's personal property in or about the Marina, and to remove such Vessel or personal property at the sole expense of Owner. Williams Island Marina may remove the Vessel or personal property to any other wet or dry storage selected by Williams Island Marina for all such costs and expenses of such removal and continued storage and to reimburse Williams Island Marina for all such costs and expenses advanced. Owner further assumes all risks of loss or damage to the Vessel and its contents incurred in connection with such removal and/or storage, and hereby releases and agrees to hold Williams Island Marina, its agents, employees, officers, directors and representatives harmless from any liabilities, costs, and expenses incurred in connection therewith, regardless of the nature of the damages, and arising from any cause whatsoever, including but not limited to the negligence (but not gross negligence or willful misconduct) of Williams Island Marina, its agents, employees, officers, director

HEADINGS SEVERABILITY GENDER, TIME.

The paragraph headings are for reference only and are not a part of this Agreement. In the event that one or more terms of this Agreement are determined to be unenforceable, such determination shall not affect the enforceability of the remainder of this Agreement, which shall continue in full force and effect. This is the sole Agreement between the parties with respect to the subject matter hereof, and all prior agreements, written and oral, are merged herein. No modification hereof shall be binding unless in writing signed by both parties. The parties to this Agreement mutually agree that it shall be binding upon them, and their respective heirs, personal representatives, successors, and assigns. Owner agrees that the waiver of any term or condition of this Agreement by Williams Island Marina shall not constitute a waiver of any other term or condition of this Agreement and shall not be continuing. Rights and remedies afforded to Williams Island Marina under this Agreement are not exclusive but are in addition to all other rights and remedies available to Williams Island Marina at law, in equity or in admiralty. If Owner is a corporation, partnership, trust, society, or legal entity, the person executing this Agreement on behalf of Owner warrants that he/she is authorized to enter into this Agreement and to bind the Owner. Except as otherwise expressly provided in this Agreement, time is of the essence.

INSURANCE

Owner agrees at all times to keep the Vessel and its contents covered by a policy of all risks hull insurance in an amount equal to the actual value of the Vessel and its contents. Unless Williams Island Marina, at its sole discretion, requires in writing higher or lower limits of coverage, Owner also agrees to keep the Vessel covered at all times by a policy of protection and indemnity or liability insurance, including pollution/fuel spill coverage, with minimum limits of at least \$500,000 per occurrence. Owner agrees to cause OASIS MARINA to be named as an additional insured on all such policies of insurance without limitations or exclusions different from Owner. Owner agrees to name OASIS MARINA (Oasis Marina, LLC, 222 Severn Avenue, Suite 200 Building 14 – 200 Annapolis, MD 21403) and Williams Island Marina (Aventura Marina Ventures, LLC, 4100 Island Blvd., Ste. CU2, Aventura, FL 33160) as an additional insured and Certificate Holder under said policies and to present Williams Island Marina with the Certificate of Insurance prior to using the Slip, and upon every renewal hereof. Continuation of this Agreement despite any failure by the Owner to provide such Certificate to Williams Island Marina, and despite the failure of Owner to cause Williams Island Marina to be named as an additional insured, shall not be considered waivers of such requirements by Williams Island Marina.

LIMITATION OF LIABILITY INDEMNIFICATION

By entering into this Agreement, Owner acknowledges that he or she is aware of the various types of risks involved in keeping a Vessel at a marina. Owner accepts the slip, docks, piers, their appurtenances, and all common areas "as is" and agrees they are in satisfactory condition, safe and suitable for use by Owner and Owner's guests/invitees. Owner agrees that use of the Slip, the Marina grounds/facilities, parking and other common areas by Owner and Owner's guests/invitees shall be lately their own risk of property loss/damage and/or personal injury/death, arising from any cause whatsoever. Owner further agrees that neither Williams Island Marina, nor any of its agents, employees, officers, directors, or other representatives shall be liable for any loss, damage or injury to the person or property of Owner or of Owner's guests/invitees, including any loss or damage to the Vessel, Owner's motor vehicle(s), or their contents or equipment, regardless of whether such loss, damage, personal injury or death be occasioned by fire, storm, theft, vandalism, collision, ice, sinking, act of God, or any other cause or condition, including, but not limited to the negligence (but not gross negligence or willful misconduct) of Williams Island Marina, its agents, employees, officers, directors, or representatives, and including, but not limited to, any negligence of Williams Island Marina in connection with providing voluntary first aid or assistance meant to save lives, treat or avoid injury; dockhand assistance, or mechanical repair. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Williams Island Marina ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, OR LICENSORS BE LIABLE TO THE OWNER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING DAMAGES FOR LOST PROFITS, GOODWILL, USE OR OTHER INTANGILBLE LOSSES HOWSOEVER ARISING, EITHER OUT OF BREACH OF THIS AGREEMENT (INCLUDING BREACH OF EXPRESS OR

terms & conditions

LIMITATION OF LIABILITY INDEMNIFICATION its agents, employees, officers, directors, and representatives. The foregoing notwithstanding, Owner agrees that any judgment entered in favor of Owner against Williams Island Marina shall be liquidated to the total amount of Rent received by Williams Island Marina from Owner in the applicable year during which the subject claim arose. Owner agrees that any claims for losses, damages, or personal injuries/death arising out of Owner's use of the Slip, Marina grounds/facilities, parking area, other common areas or other services provided hereunder must be submitted to Williams Island Marina in writing within sixty (60) days of the time the Owner knew or should have known of such claims, or such claims shall be forever barred against Williams Island Marina, its agents, employees, officers, directors, and representatives. All lawsuits or legal actions against Williams Island Marina, its agents, employees, officers, directors, and representatives must be filed within one (1) year of the occurrence that gives rise to such lawsuit or legal action or be forever barred. Owner agrees that in the event Williams Island Marina conveys its interest in the Slip or assigns its interest in this Agreement, then Williams Island Marina, its agents, employees, officers, directors, and representatives shall be released from all liability or obligations which thereafter arises under this Agreement or activities related to the Marina and Owner shall look only to the transferee of the Slip, or assignee of this Agreement for restitution for damages.

MARITIME LIEN

Owner agrees that the mooring or dockage provided for herein is a "necessary" within the meaning of general maritime law of the U.S. Owner further agrees that Williams Island Marina shall have a lien pursuant to any applicable state law in which the Vessel is located and/or a maritime lien pursuant to Title 46 of the United States Code or under general maritime law against the Vessel, her appurtenances and contents, for all unpaid Rent, delinquency fees and charges, for any damage caused to any dock, piling or any other property of the Marina, or for any other amounts due to Williams Island Marina. Owner further agrees that Williams Island Marina also holds a possessory lien as of the date the Vessel is brought to the Marina or as of the date the Vessel first occupies rental space at the Marina. Additionally, IN THE EVENT OF NONPRYMENT OF RENT OR CHARGES, MARINA IS AUTHORIZED TO SELL THE Vessel AT PUBLIC SALE PURSUANT TO AND IN ACCORDANCE WITH ANY APPLICABLE STATE LAWS.

NOTICES

Unless otherwise stated herein, any notice or demand that may be given or made hereunder shall be properly made if in writing and sent by email and/or certified U.S. mail, postage prepaid, return receipt requested. If sent to OASIS MARINA, such notice shall be sent to Manager, 222 Severn Ave. Suite 200, Building 14-200, Annapolis, MD 21403. If sent to Owner, such notice shall be sent to the named Owner at the address(es) given on the first page of this Agreement. All notices hereunder shall be considered to have been properly given at the time they are deposited in any letter box or post office operated by the United States Postal Service and to have been received one day after being so deposited.

RIGHT OF ENTRY

Owner agrees that Williams Island Marina has the right at all reasonable times to enter the Vessel to inspect its condition, to perform emergency services, to take other actions authorized by this Agreement, to cure any defaults of Owner that Williams Island Marina elects to cure, and for any other lawful purpose. Owner may, at his or her option, provide Williams Island Marina with a duplicate copy of the Vessel keys. If Williams Island Marina has received Owner's credit card in connection with this Agreement, Owner grants Williams Island Marina permission to charge against such credit card the balance of any Rent if not otherwise paid when due.

RENT

The owner agrees to pay Rent at the Marina office at the time(s) and in the amounts specified in the Payment Schedule. Fueling fees, Pump out charges, Ice and other charges for goods or services provided to Owner or the Vessel by Williams Island Marina not specified in this Agreement shall be invoiced on the house account and will be paid by Owner the following month. In the event any amount of Rent due in accordance with this Agreement are not paid within 30 days of the date of the invoice sent by Williams Island Marina to Owner, Owner agrees to pay Williams Island Marina a 5% late fee on the overdue amount, as well as a finance charge of 2% per month (24% APR) on the unpaid balance due until paid, accruing from the invoice date.

RULES

Owner agrees to use and occupy the Slip strictly in accordance with the terms and conditions of this Agreement and the Marina Rules. Owner acknowledges that they have received and reviewed a copy of the General Marina Rules in effect at the time of signing this Agreement. In the event it is determined by Williams Island Marina that the Vessel or the conduct of Owner or any guests/invitees is not in compliance with the General Marina Rules or the terms of this Agreement, Williams Island Marina may terminate this Agreement for cause.

SLIP ASSIGNMENT

Williams Island Marina hereby grants Owner an exclusive license to use the Slip assigned to Owner by Williams Island Marina, provided Owner is not in default under any provision of this Agreement. The Slip shall be used solely for the purpose of mooring the Vessel (one vessel) within the Slip. Owner acknowledges that no business of any kind may be conducted from the Slip. Owner acknowledges that no Vessel described above, may be substituted without the prior written approval of Williams Island Marina. Owner acknowledges that no commercial activity is allowed in or by Williams Island Marina. Commercial activity is strictly prohibited and in violation of the agreements and grounds for termination. Owner acknowledges that the Slip may not be sublet nor may this Agreement or any rights hereunder be assigned by Owner without the prior written consent of Williams Island Marina. Williams Island Marina may move the Vessel to any other slip in the Marina if it is deemed necessary or desirable by Williams Island Marina at its sole discretion and at any time. Prior to moving the Vessel, Williams Island Marina will make a reasonable attempt to contact the Owner. Owner agrees that they will promptly comply with any written request made by Williams Island Marina and sent to Owner to Slips. In the event it is necessary for Williams Island Marina to remove the Vessel and/or Owner's property from the Slip, Owner agrees to pay all charges for moving, hauling, land storage, and launching as invoiced by Williams Island Marina.

TERMINATION FOR CAUSE

Williams Island Marina may elect, at its sole option, to terminate this Agreement at any time. In such event, Williams Island Marina shall send Owner written notice of termination by first class mail to the address written above (or to any new address provided by Owner to Williams Island Marina in writing). In such event, once Owner has removed the Vessel from the Slip, Williams Island Marina shall refund to Owner the pro-rated charges from the date of termination to the end of the current term of this Agreement (after deducting any amounts due by Owner to Williams Island Marina). In the event Owner does not remove the Vessel from the Slip within 10 days after Williams Island Marina sends the notice, Williams Island Marina may remove, tow, haul, and store the Vessel at Owner's expense and sole risk of loss/damage, and at Williams Island Marina's then effective daily transient rate.

TERMINATION WITHOUT CAUSE

Williams Island Marina may at its sole discretion, terminate this Agreement for cause, and without any refund to Owner, in the event that Owner fails to pay any of the Rent due under this Agreement when due; in the event Owner breaches any of the terms and conditions of this Agreement; in the event Owner or Owner's guests/invitees fail in the sole judgment of the Williams Island Marina, to abide by the Marina Rules or the terms of this Agreement; or should Owner behave in a manner which, in the sole judgment of Williams Island Marina, is disorderly, might injure or endanger other persons, damage property, or harm the reputation of Williams Island Marina. In the event Williams Island Marina exercises its right to terminate this Agreement for cause, it will send written notice to the Owner by certified mail at the address written above (or any new address provided by Owner to Williams Island Marina in writing), specifying the nature of the default and demanding that such default be corrected within 10 days of the date notice is sent. In the event any default is not corrected within said time, in the sole judgment of Williams Island Marina, this Agreement may be immediately terminated.

VACANCY

Whenever Owner expects the Slip to be vacant for more than 48 hours, Owner shall notify the Marina Manager. Williams Island Marina shall have the right to rent or use the Slip for its own purposes at any time it is not occupied by the Vessel.