



Shell Point Harbor Marina LLC

85 Harbour Point Drive

Crawfordville, FL 32327-4679

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RATES PER ATTACHED SCHEDULE

Slip No. _____/Rate _____

Live Aboard/Electrical Surcharge _____

(There will be no power at the slip otherwise)

7% Sales Tax _____

Monthly Rent Due _____

I/We, _____ hereby acknowledge(s) that I/We have read and fully understand the rules and regulations for Shell Point Harbor Marina LLC., dockage and that depositing the slip fee and taking possession of the slip assigned by the Management signifies acceptance of said rules and regulations and I/We agree to abide by them. Rate adjustments apply to modify the rate if adjusted by owner on an annual or longer basis.

Initials

Terms and Conditions:

1. Term of Lease: This Lease shall be month to month with 30 days written notice for vacating given in advance.
2. Slip Rentals includes sales tax, water and tank pump out privileges to slip holders only (there is a fee for pump out service) common areas and bathhouse.

3. Owner/Tenant shall pay slip fees in advance on the 1st day of each month in the amount specified. Owner/Tenant shall be in default if all sums due are not paid by the 10th of the month. A late fee of \$50.00 (fifty dollars) will be imposed for late payments. Upon default Shell Point Harbor Marina LLC shall have the right to terminate this agreement and place a lien against the vessel, equipment, and contents. In the event of non-payment of rent for a period of (3) three months, Shell Point Harbor Marina LLC may sell undocumented vessels at a non-judicial sale in accordance with Section 328.17, Florida Statutes. Shell Point Harbor Marina LLC reserves the right to excuse any and all remedies allowed by law for recovery of unpaid sums due for the use of the dock facilities or other services, or for the damages caused or contributed to by the boat or owner/tenant to any docks or property of the marina.

4. Hurricanes: All vessels that can be, should be, removed from the marina immediately upon issuance of hurricane warnings by the National Weather Service for the area, including the Marina. It is the responsibility of the owner/tenant, prior to evacuation time, to make arrangements for safe anchorage for the vessel. Marina may allow vessels to remain in marina during hurricane and owner/tenant accepts responsibility for his/her vessel and any damages to his/her vessel or damages caused by his/her vessel to another vessel or to the marina facilities and equipment

5. Owner/Tenant shall notify Marina in writing of His/Her intent to vacate the boat slip. Such notice shall be given at least 30 days prior to the departure date. Failure to notify the marina will result in charges to owner/tenant for the following 30 days.

6. Security: It is the full responsibility of the Owner/Tenant to make arrangements for the safety and security of his/her boat. Any boat deemed unsafe by the Marina may be secured by the Marina for the protection of Marina property, or for the protection of persons or property of other tenants and guests. The owner/tenant shall bear the expenses of such protective action and hold harmless and indemnify the Marina from any loss as result of the protective action taken by the Marina.

7. Owner/Tenant, family members and guests agree to comply with the dockside, procedures as listed in this agreement. Breach or violation of these procedures shall be cause for immediate termination of this agreement. In such case, Marina may remove the vessel from its assigned slip at Owner/Tenants risk and expense.

8. This agreement is for the use of slip space only, and such space is to be used at the sole risk of Owner/Tenant. Marina shall not be liable for the care or protection of the vessel (including the vessel's gear, equipment, and contents), or for any loss or damage resulting from any circumstances to the boat, its contents, gear or equipment included. Owner/Tenant agrees to indemnify and hold the Marina harmless against any loss, cost, suit, or claim arising out of use of slip space or any handling of the boat in connection therewith. The Owner/Tenant shall indemnify and hold harmless, the Marina from all liability for personal injury, loss of life and property damage to the Owner/Tenant, their family, employees, guests, and agents arising out of the use or condition of the above vessel, contents of equipment. The Owner/Tenant shall carry a minimum insurance against the vessel and boating hazards and losses of \$50,000 or more as he or she deems necessary and is advisable.

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Safety:

1. The rules of the road and navigation laws of the United States apply to all vessels in the canals at Shell Point or approaching the Marina.
2. The docks and slips are to be kept clear and free of debris to allow passage of other Owner/Tenants and adjacent slips. Storage of loose gear is not permitted. Hoses and electrical lines shall not cross piers and shall not be coiled up when left on the pier.
3. For the Owner/Tenant's protection, Management shall be notified for vessel's departure for an extended period of time greater than 7 days. You may call or text 850-544-5658 or email accounting@ShellpointHarbormarina.com.
4. Use of charcoal burners and open flame cookers on dock is prohibited.
5. Each Owner/Tenant is expected to provide proper lines for securing vessel to dock or slip.
6. Owner/Tenant shall refrain from modifying docks or building structures on same or defacing any Marina structure.
7. Vessels should be operated in the canal at a safe speed and at a speed that will not cause the boat to leave a wake that could damage other boats or floating docks in the canals.

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Comfort:

1. The Owner/Tenant should use discretion in the operation of the power equipment so as not to create exceptional noise or propeller currents after 6:00 p.m. or before 7:00 a.m. Other noise should be kept to a minimum at all times.
2. Garbage or Waste shall not be thrown overboard but is to be placed in the containers provided on shore. If trash or unsuitable materials will not fit in provided containers, trash should be carried off by vessel owner/tenant. Vessel Owner/Tenant will be responsible for disposal of any large items or construction materials, or vessel parts from any on site repair. Plastic bottles, bags, aluminum cans, glass, foul propellers, clog water intakes, oil, spirits, inflammable and oily bilge, etc., may not be discharged into Marina waters. No Dumping of Unsuitable Materials in Marina Waste Pro Containers.
3. Drying of laundry is not permitted on docks, piers or rigging. Coin operated washer/dryers are provided for our Slip holders.

4. Pets will be permitted only if they are not a disturbance to others. Continuous barking is considered a disturbance. Pets will be leashed within the confines of the Marina and are not to be left unattended. Pets are not permitted in Marina bathhouses. All pet soil must be immediately cleaned up by Owner/Tenant.

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Standard Practices:

1. Boat slips rented under the terms of this agreement shall not be sublet or reassigned by Owner/Tenant.

2. The extent of boat repairs and maintenance at dockside is at the discretion of Marina management. Generally, major repairs are not permitted. While Owner/Tenant work is permitted, outside contractors, Owner/Tenant's employees, etc., are not allowed on the premises except by specific permission of the Marina Owner. Upon approval, outside contractors will be required to provide General Liability and Workers' Compensation Insurance Certificates listing the Marina as additional insured if professional work/repair is needed to a vessel. Any vessel parts, wood, mechanical or structural material must be hauled off and properly disposed of. No Dumping of Unsuitable Materials in Marina Waste Pro Containers. 3. Business or professional services may not be conducted aboard boats in the Marina. Advertising signs are also prohibited, and the Marina does not allow solicitation of business or sale of merchandise. Boat Owner/Tenant may display a "For Sale" sign in connection with selling his/her boat.

4. As a standard practice, full time living aboard boats docked at the Marina is limited. However, there will be an additional charge for those doing so. When living aboard, please utilize the restroom facilities located in the rather than your boat head. Showers and bathroom located on the property are to be cleaned after use and ready for next Tenant/Owner to use.

5. There will be an "electrical surcharge" added to your monthly rent if you utilize power. The Marina prohibits any vessel entering the facility or any person aboard any vessel entering the facility or being docked within the facility from having any drugs of any nature whatsoever, except for prescription drugs given to any owner or resident by his/her treating licensed physician for medical purposes. Any vessel violating this drug provision shall be immediately discharged and removed from the Marina and its lease cancelled.

7. Any washing of vessels within the Marina shall be done only with biodegradable soap.

8. Should a boat have to be moved to another slip; we will attempt to contact the owner/tenant. But if the safety is a determining factor, the owner/tenant gives the right to the marina to move the boat with no liability to the marina.

Marine Heads:

1. Under NO circumstances will any discharges whatsoever be permitted from marine heads either at the marina or in the canals in the vicinity of Shell Point. DO NOT empty marine heads

into Marsh Harbor Marina's bathroom facilities. Violation of this rule will result in the immediate termination of docking privileges. Heads shall not be used within the marina unless the vessel is equipped with an approved 5 sanitary system. The marina offers holding tank pump-out for a fee of only \$5.

2. Owner/Tenant shall be subject to and shall abide by all rules established by the marina for owner/tenant and violation of these procedures, disorder or inconsiderate conduct by an owner/tenant or his/her guest is cause for cancellation of this dockage agreement with Shell Point Harbor Marina LLC.

3. This agreement is effective commencing the date of acceptance by owner/tenant and shall continue until terminated upon one of the following conditions:

a. By breach or forfeiture of any the covenants or provisions of this agreement as provided elsewhere in the agreement.

b. By 30 day oral or written notice of termination by the marina or owner/tenant. Slip rent is due on the first day of the month, delinquent after the 10th of the month. A \$50 late fee is due with any payment received after the 10th of the month. Attached to this agreement are rates for monthly slip rentals, liveaboard fees/electrical surcharge.

Attached to this agreement are the rates for monthly slip rentals and liveaboard fees. All Payments can be made by Check, Venmo, Cashapp or Credit Card. All credit cards are subject to a 3.5% transaction fee. Payments can be mailed to Shell Point Harbor Marina PO Box 1264 Perry FL 32348

Tenant Signature

Date:

Shell Point Harbor Marina LLC Owner/Agent

Date: