



License Agreement for Dockage/Storage Space

This Agreement is made between Samole & Associates, PLLC d/b/a Cove Cay Marina, (hereinafter collectively referred to as “Marina”) and the undersigned VESSEL OWNER or VESSEL OWNER’S agent (hereinafter referred to as “OWNER”). The OWNER warrants and represents the following information to be true and correct:

OWNER INFORMATION

Owner: _____
 Mailing Address: _____ City _____ State _____ Zip _____
 Email Address: _____
 Cell Phone: () _____ Work Phone:() _____
 Emergency Contact: _____ Contact #: () _____

BOAT INFORMATION

Boat Name: _____ Boat Make: _____ Year: _____
 Model: _____ Length (LOA): _____ Color: _____ Power Type: _____
 HULL#/ _____ FL# _____
 Trailer Make: _____ Trailer Model: _____ Trailer Yr: _____ Tag # _____
 Insurance Company _____ Policy # _____

Official Use Only

Rental Period: Mo to Mo/Qtr to Qtr | Slip #/ _____ Date of Arrival ___/___/___ Ending Date ___/___/___
 Mo. License Fee: \$ _____ (Base Rate 25’ under) + _____ (Ft > 24’x rate) = _____ Mo/Rate + _____ 7% Tax = Mo License Fee \$ _____
 Additional Services: _____ = _____
 Last Month’s Advanced Payment: _____ Security Deposit: _____
Total Monthly Amount (“TMA”): _____ Amount Due at Signing of Agreement: Security Deposit
+ TMA + Last Month Payment: _____ Payment Received Via: _____ Date: _____

Copy of Driver’s License and both Registrations on file?	YES	NO
Declaration page or Copy of Insurance Policy?	YES	NO
Marina Named Insured?	YES	NO
Explained to OWNER that the OWNER will be in default and breach of this Agreement if the Owner fails to provide a copy of the insurance police with the Marina as a Named Insured?	YES	NO

OWNER INITIALS: _____

Initials: _____

TERMS AND CONDITIONS

AGREEMENT: MARINA and the undersigned OWNER hereby agree that MARINA will dock/store the identified vessel (hereinafter referred to as “vessel”) at a wet slip or dry dock selected at MARINA’s discretion and subject to the terms, covenants, and conditions of this Agreement and the attached Rules and Regulations for the MARINA. Such space is used at the sole risk of the vessel owner.

TERM: The term of this Agreement shall begin as referenced above for a term of quarter to quarter (“Q2Q”) or month to month (M2M) as indicated, provided that the MARINA may terminate this Agreement with or without cause, upon thirty (30) days written notice to the OWNER. After the initial term of the Agreement, the Agreement shall automatically renew for the same time period effective in this Agreement subject to the notification of any rate changes and payment of all fees and other charges incurred by OWNER, unless written notice is given thirty (30) days prior to the expiration of the Agreement. In the event the term of this agreement expires and the vessel remains at the MARINA without the execution of a new Agreement, then the parties hereby agree that this Agreement shall be considered as being in full force with the one exception being that the new rate will be the prevailing transient dockage rate, plus tax. For month to month (M2M) rentals, at least a (30) day notice is required prior to ending this agreement.

LICENSE FEE: MARINA and the undersigned OWNER hereby agree that MARINA will dock/store the identified vessel at the monthly rate as agreed to above (hereinafter “the license fee” or “TMA” or “Rent”).The MARINA reserves the right to change dry storage and wet slip rates by giving a thirty (30) day notice, and the OWNER hereby agrees to comply with that request by the date specified. In exchange for the services and berthing provided, OWNER agrees to pay the above rates and abide by the covenants and agreements in this license agreement for dockage/storage space.

ADMIRALTY AND MARITIME DOCK AND DRY STORAGE AGREEMENT: This is an Admiralty and Maritime Dock and Dry Storage Rental Agreement under the General Maritime Laws, Statutes, and Code of the United States of America. Therefore, this Agreement does not nor shall it be construed to create a tenancy under Chapter 83, Florida Statutes. The parties agree that this Boat Dockage Agreement does not constitute and shall not be construed as a residential tenancy.

SECURITY DEPOSIT: Concurrently with the execution of this license agreement the OWNER agrees to pay to MARINA a sum equal to the first full month's license fee as a security deposit, along with first month’s license fee, plus the preceding month’s license fee, if any, on a pro rata basis. The aforesaid security deposit shall be held by MARINA in its own account during the term of this Agreement in order to ensure the full and faithful performance of the terms of this Agreement by the OWNER. The security deposit may not be applied by OWNER as payment for Rent. However, MARINA may apply the security to cure any default of OWNER and OWNER, upon the demand of the MARINA, will restore the security deposit by paying the full amount so applied with OWNER’s next regular monthly payment of Rent. Any sums which are due to the OWNER at the termination of this agreement shall be returned to the OWNER within 60 days of termination of this Agreement, provided that the MARINA may apply any sums which its hold on behalf of the OWNER to any balance remaining on the OWNER's account.

ADVANCE PAYMENT. OWNER shall pay, upon the execution of this Agreement, advance payment (“Advance Payment”) to be held as additional security and to be forfeited, without limitation of other remedies, for any defaults of this Agreement by OWNER. If no such default occurs, the Advance Payment shall be applied by MARINA to the last months payment by OWNER. Marina shall not be required to escrow or otherwise segregate the Advance Payment, and no interest shall accrue or be paid or payable by MARINA in respect thereto.

FORFEITURE OF SECURITY DEPOSIT ADVANCED MONTH’S PAYMENT. It is understood and agreed that OWNER shall not attempt to apply or deduct any portion of any security deposit from any month's rent or use or apply any such security deposit at any time in lieu of payment. If OWNER fails to comply, such security deposit shall be forfeited, and MARINA may recover the rent due as if any such deposit had not been applied or deducted from the rent due. **OWNER must give the MARINA at least sixty days written notice prior to vacating the MARINA. If OWNER fails to give MARINA at least Sixty (60) days written notice prior to vacating MARINA then the OWNER forfeits any and all rights to the Advanced Payment Fee and Security Deposit detailed in the above section.**

LATE PAYMENT FEE: All payments are due on the 1st of each month and considered late after the 5th. Interest on balances that remain unpaid after the 5th day of the month will accrue at the rate of 1.5% per month (18% A.P.R.) THIS LATE PAYMENT INTEREST WILL BE RETROACTIVE TO THE FIRST DAY OF THE MONTH IN WHICH THE LICENSE FEE IS DUE IN ADDITION TO A \$50.00 LATE FEE PER MONTH. OWNER’S vessel will be red tagged and unavailable for use in the event the rent and other Marina charges are not paid when due. OWNER agrees to pay a \$35.00 fee for returned checks if a payment is made with a check and the check is dishonored for any reason after the second presentment. ALL OWNERS MUST HAVE A CREDIT CARD AUTHORIZATION FORM ON FILE. SHOULD PAYMENT NOT BE MADE ON THE 5TH CREDIT CARD ON FILE WILL BE CHARGED THE STATED LICENSE FEE PLUS THE CORRESPONDING LATE FEE.

LIENS: The OWNER acknowledges that the MARINA has, and shall have, a lien upon the above described vessel, her appurtenances and contents, for any unpaid sums due to the MARINA for license fees, the use of its facilities, the provision of any services or necessities, or for any damage to the MARINA caused in whole or in part by the vessel, the vessel's OWNER, or the authorized agent of OWNER. Further, the OWNER agrees that the MARINA may place upon the vessel, its contents, appurtenances and equipment, all maritime liens of whatever nature for non-payment of license fees, supplies, necessities or other services goods furnished to the vessel, the vessel's OWNER, or the authorized agent of OWNER. In the event the MARINA employs legal counsel to collect any license fees due under this agreement, to foreclose any lien or maritime lien, or otherwise enforce the terms of this agreement, OWNER agrees to pay to the MARINA all costs of collection, including reasonable attorney's fees and the court fees of any legal action, should any such action be initiated.

POSSESSORY LIEN FOR DEFAULT: In the event that the OWNER defaults and does not pay the license fee for dockage space for a period of two (2) consecutive months, MARINA may, at its option and in its sole discretion, sell the OWNER's vessel, her appurtenances, and contents at a non-judicial sale pursuant to Florida Statute Section 328.17, provided that the MARINA properly notifies the OWNER of the vessel and all other persons or entities required to be notified by Florida Statute Section 328.17. The OWNER agrees to be notified of any non-judicial sale of the vessel at the address or by the email address detailed above. In the event of any breach hereunder including but not limited to recovery in whole or in part for services or slip/space rental charges, in any Court, either **in rem** or **in personam**, the vessel OWNER hereby agrees to pay all Court costs together with attorney’s 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**, items, with the consent of the United States Marshall at the MARINA facility including removing the vessel from its normal slip/space to another slip/space as the United States Marshal may allow or direct.

RULES: Attached hereto are certain Rules and Regulations which form a part of this license agreement and which OWNER agrees will be observed and followed by the OWNER, his guests, agents, passengers and employees. The rules and procedures are incorporated herein as though they were fully set forth herein. This agreement shall allow the OWNER to use the specific slip/storage designated herein for the limited purposes set forth in this agreement as long as OWNER, or the authorized agent of OWNER, obeys all terms and conditions of this Agreement. The MARINA reserves the right to alter, amend and modify these rules and procedures at any time by posting a notice at the MARINA.

PERMITTED USES: Boat Owner shall use the Boat Slip for the dockage of the above-described Boat only. If Boat Owner desires to dock a boat other than referenced above, OWNER must complete a new agreement. OWNER shall follow and be responsible for instructing all guests to follow the Rules and Regulations. This Agreement is for the use of the Boat Slip only. There is no agreement to create a bailment of the Boat, nor do the parties intend to create a bailment for the Boat. There is neither temporary nor permanent domain nor control exercised over the Boat by Company. All slips, other than those explicitly designated as commercial by Marina Operations, are non-commercial slips. Activity including, but not limited to: soliciting, advertising, transferring of passengers, fish cleaning, business recruiting, and signage are strictly prohibited in these non-commercial slips. The chartering of boats, booking of trips, or acting as an agent for vessels is strictly prohibited without the prior written consent of the MARINA. Any violations of the above policies in Marina Operation’s sole and absolute discretion may result in immediate termination of the boat owner’s slip rental and forfeiture of all deposits.

ACCELERATION: If OWNER defaults in the payment of the license fee due under this Agreement, or fails to pay for dockage, supplies, necessities or other services or goods furnished to the vessel, the vessel's OWNER, or the authorized agent of OWNER or if the OWNER should violate any of the terms and conditions of this Agreement, then the entire amount of license fees due to be paid by OWNER during the term of this Agreement shall be accelerated and become at once due and payable to the MARINA. Should the OWNER, or the authorized agent of OWNER, default in the payment of license fees due under this Agreement, or should the OWNER, or the authorized agent of OWNER, breach any of the terms or conditions of this Agreement, then in that event the MARINA reserves the RIGHT, at its option, to terminate this license agreement by written notice of termination by MARINA, delivered to the OWNER at the address specified in this license agreement or to the vessel at least three (3) days prior to the effective date of termination and to remove the OWNER's vessel from the MARINA at the OWNER's expense. So long as the MARINA shall utilize reasonable care in so removing the OWNER's vessel the MARINA shall have no liability whatsoever to the OWNER in connection with said removal. OWNER warrants that the vessel is in fit condition to be hauled and/or launched.

AS IS: OWNER has inspected the slip/dock/berth/rack and hereby accepts it in "as is" "where is" condition with all faults, if any. MARINA shall not be liable to OWNER for any damages caused by or suffered by OWNER on account of the condition of the slip/dock/berth/rack rented hereby. The Marina makes no warranty expressed or implied including implied warranties for workmanlike performance, for work to be performed in a workmanlike manner, merchantability and fitness for use.

EXCULPATORY CLAUSE: The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT that the MARINA, its members, managers officers, directors, principals, agents, employees, subcontractors, and each of them, shall not be liable for any damage, loss, suit, claim, costs or expense suffered or incurred by OWNER to any vessel, persons or property which arises out of the use of the dockage space that is the subject of this Agreement on account of any casualty, theft, negligence, fire, collision, whether man-made or attributable to an act of God or natural disaster, including but not limited to hurricanes, tropical storms, named windstorms, lightning, rain, flooding, or other severe weather, whether or not such loss, suit, damage, costs, expense, or claim is based upon negligence of the MARINA or the negligence of any other party. This exculpatory clause applies to losses, suits, damages, or claims related to the alleged negligence of the MARINA and does not apply to losses, suits, damages or claims related to the alleged gross negligence or intentional acts of the MARINA. The MARINA's liability to applicable claims shall not exceed \$300,000.

INDEMNIFICATION CLAUSES:

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold the MARINA and its members, managers officers, directors, principals, agents, and employees and each of them, harmless against any loss, suit, fines, damage or claim to or on behalf of any person including OWNER and the vessel, damage to the vessel, its engines, equipment, and appurtenances, damages to OWNER's property, and injury or life to OWNER, its family, and/or crew, guests, contractors, agents, invitees, and/or employees, whether based on theft, negligence, breach of warranty, collision, flood, act of god or otherwise to any vessel, persons or property which arise out of the use of the dockage space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon the negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, alleged breaches of warranty by the MARINA, or any other alleged torts, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA.

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold the MARINA and its members, managers officers, directors, principals, agents, and employees, and each of them, harmless against any loss, suit, fines, damage or claim to on behalf of any person including OWNER and the vessel, damage to the vessel, its engines, equipment, and appurtenances, damages to OWNER's property, and injury to OWNER, its family, and/or crew, guests, contractors, agents, invitees, and/or employees, whether based on the failure of or alleged insufficiency in the MARINA 's firefighting procedures and equipment, first aid, and security provisions to any vessel, persons or property which arise out of the use of

the dockage space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, alleged breaches of warranty by the MARINA, or any other alleged torts, and any claim or allegation that the MARINA failed to have other or additional firefighting capabilities, provisions, procedures and equipment, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA. OWNER is entering into this license agreement with full knowledge and acceptance of the limitations on the MARINA's firefighting capabilities, first aid capabilities, security provisions and other such provisions and equipment.

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and hold the MARINA and its members, managers officers, principals, directors, agents, employees, and each of them, harmless against any loss, suit, fees, permit fees, fines, damage, clean-up costs, mitigation costs, consultant fees, response actions, inspections or claim imposed or otherwise mandated by any government authority, any court any third party, the OWNER and the vessel based on or related to the OWNER's or the vessel's non-compliance or violations of any local, state or federal environmental statutes, rules, ordinances and regulations which arise out of the use of the dock age space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA. In the event that legal action against the MARINA is initiated based on the OWNER's or the vessel's non-compliance or violations of any local, state or federal environmental statutes, rules, ordinances and regulations which arise out of the use of the dockage and/or storage space that is the subject of this agreement the OWNER CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and defend the MARINA and agrees to pay to the MARINA all costs of defending the legal action, including reasonable attorney's fees and expert witness costs, should any such legal action be initiated.

WAIVER OF SUBROGATION CLAUSE: The OWNER CLEARLY EXPRESSES THE INTENT and AGREEMENT that, in consideration of the execution of this license agreement and as a material term of this Agreement, the OWINER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against the MARINA, its agents or employees, to any third parties, including insurers or underwriters. OWNER shall cause its insurance carriers to waive their respective right of subrogation with respect to same, and to notify the MARINA. OWNER acknowledges that any such subrogation or assignment shall be null and void. In the event that legal action against the MARINA is initiated based on the subrogated rights of the OWNER the OWNER CLEARLY EXPRESSES THE INTENT and AGREEMENT to indemnify and defend the MARINA and agrees to pay to the MARINA all costs of defending the legal action, including reasonable attorney's fees, should any such legal action be initiated.

NO BAILMENT: It is understood and agreed that this Agreement does not constitute a bailment. The OWNER retains and has the exclusive care, custody and control of the vessel and its contents at all times, and the OWNER is solely responsible for the vessel, the safe dockage of the vessel, its contents, the proper operating condition of the vessel's equipment, for the size and conditions of the dock lines and the maintenance of the vessel. OWNER acknowledges that he is solely responsible for preventing the entry of unauthorized persons onto the OWNER'S vessel and OWNER understands and agrees that the MARINA does not warrant or assure that unauthorized persons will not board the OWNER's vessel and, accordingly, the OWNER is solely responsible for the security of the OWNER's vessel. OWNER has been informed of the firefighting procedures and equipment, first aid and security provisions, procedures and equipment available at the MARINA and OWNER hereby acknowledges same as being sufficient reasonable and adequate.

NAMED WINDSTORMS: OWNER has been informed of the MARINA's Hurricane Preparedness Plan and OWNER hereby acknowledges same as being sufficient reasonable and adequate. OWNER acknowledges receipt of the MARINA's Hurricane Preparedness Plan. OWNER / OWNER's authorized agent's initials. The MARINA should not be considered safe harbor during named windstorm conditions. The MARINA recommends you vacate the facility and find a suitable, safe location to secure your vessel during a named windstorm. This should be done at least 72 hours before predicted landfall, otherwise, you must ensure that all reasonable actions are taken to secure your vessel at the MARINA including but not limited to the use of all available cleats, ropes, fenders to properly secure the vessel. Pursuant to Florida Statute Section

327.59 (3) in the event a vessel owner fails to promptly remove a vessel from a marina after a tropical storm or hurricane watch has been issued, the MARINA may remove the vessel, if reasonable, from its slip or take whatever reasonable actions are deemed necessary to properly secure a vessel to minimize damage to a vessel and to protect marina property, private property, and the environment. MARINA reserves the right to charge the OWNER a reasonable fee for any such services rendered. I further understand that I am responsible and liable for any and all damages to other tenant's vessel's and Ocean Blue Marina's property, including, but not limited to damage to fences, dry storage racks, docks, pilings, bulkhead, utility lines, buildings, structures, and any other real or personal property in which MARINA has an interest.

NOTICE TO VESSEL OWNER PURSUANT TO FLORIDA STATUTE SECTION 327.59:

The undersigned MARINA representative hereby informs you that in the event you fail to remove your vessel from the marina promptly within 36 hours after the issuance of a tropical storm or hurricane watch for Pinellas County, Florida, under Florida law, the undersigned MARINA representative or his or her employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

COMPLIANCE WITH ENVIRONMENTAL LAWS AND REGULATIONS: Owner agrees to cooperate with MARINA and use OWNER's best efforts in furtherance of complying with all local, state and federal environmental rules and regulations. OWNER and the vessel shall comply at all times with all applicable local, state and federal environmental statutes, rules, ordinances and regulations, including, but not limited to the Monroe County's Wastewater Management Plans. OWNER hereby certifies and warrants that OWNER and the vessel are in compliance with all local, state and federal environmental statutes, rules, ordinances and regulations.

INSURANCE: The OWNER, at his sole cost and expense warrants to MARINA that the vessel is fully covered by complete hull, casualty, property damage, and adequate liability insurance and that the vessel shall remain so covered during the term of this license agreement in the amount of no less than \$100,000, or in amounts sufficient to ensure performance by the owner of all of the exemption, waiver, hold harmless and indemnity provisions contained in this agreement, including claims involving premises liability or marina's negligence and/or other fault, whichever is greater. The MARINA shall be entitled to assume that such insurance is provided and the MARINA shall not be required to examine policies to this effect, although such policy or policies shall be produced by the OWNER for examination within ten (10) business days of any request by the MARINA with an initial copy provided at time this Agreement is signed. MARINA IS REQUIRED TO BE EXPRESSLY NAMED AS ADDITIONAL INSURED ON OWNER'S INSURANCE POLICY.

OWNER/OWNER'S authorized agent initials _____

VESSEL IS IN GOOD CONDITION: This lease is contingent upon examination and approval by the MARINA of the above-described vessel. Vessels not in good condition will not be admitted to the marina. Failure to maintain the vessel in good condition shall, after fifteen (15) days written notice, be cause for cancellation of the lease and forfeiture of the last month's advanced payment, or fine at the MARINA's discretion.

LESSOR AND MARINA NOT LIABLE FOR FIRE, THEFT, ETC.: OWNER and MARINA will take all reasonable precautions to protect the safety and property of OWNER. However, OWNER and MARINA assumes no responsibility for the safety of any vessel, its equipment, appurtenances, engines, dinghies, etc., however arising. OWNER and MARINA DOES NOT insure OWNER against fire, theft, damage or any other loss or casualty to OWNER's vessel, its equipment, appurtenances, engines (including outboard engines), dinghies, etc. including trailers and cradles.

SUNKEN VESSEL: In the event the OWNER'S vessel sinks in its slip or within the marina area, OWNER will commence salvage activities within 24 hours of notice by the OWNER or MARINA that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the OWNER or MARINA the right to salvage the vessel for its own account as a rightful salvor.

ABANDONED VESSELS AND NON-PAYMENT: Any vessel or personal property abandoned on the Marina property,

or vessel or personal property in non-payment status longer than 30 days past the most current due date, is subject to seizure by the MARINA and a lien may be placed on the vessel or property for the purpose of securing payment for any and all outstanding debts incurred while the vessel or personal property is in the Marina's possession in accordance with terms herein and Florida Statute Section 328.17.

LEASE NOT TRANSFERABLE: The lease herein described is not transferable, without the MARINA'S consent, either to another person or for any vessel other than that specifically described above.

SUBLETTING PROHIBITED: The slip or mooring space rented herein may not be sublet or assigned. The OWNER may not sublet or assign leased slip or mooring space nor shall Boat Owner slip a boat other than the one described above without written consent of MARINA.

ASSIGNMENT: OWNER may not assign, sublease, or otherwise transfer all or any part of his/her interest in the slip or in this Agreement. The MARINA may sell, transfer or assign its rights in this Agreement and/or the slip or storage space or the MARINA without the consent of the OWNERS.

HOLDOVER: In the event Boat Owner remains in occupancy of a Boat Slip or storage area beyond the expiration or earlier termination or cancellation of this Agreement, Boat Owner shall be liable to Company as damages, in addition to all other charges due under this Agreement, a daily charge equal to two times the fee payable to Company pursuant to the then current Marina Rate Schedule.

ENFORCEMENT/ATTORNEYS FEES: Company may enforce this Agreement through any of the remedial provisions contained herein in addition to any other legal or equitable remedies available to it at law or in equity. Company shall be entitled to recover all expenses, costs and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings.

WAIVER OF RIGHT TO JURY TRIAL: Each party to this Agreement waives the right to a trial by jury of any matters arising under or relating to this Agreement or any instruments executed pursuant to this Agreement.

CHOICE OF LAW, SEVERABILITY, AND VENUE: Each portion of this agreement is intended to be and shall be deemed a severable unit. If any court of competent jurisdiction determines that any portion of this agreement is invalid, illegal under the law of the State of Florida or of the United States, or unenforceable in any respect said portion, and said portion only shall be null. Any such determination shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this agreement and will be severed from the agreement and the balance of this agreement shall remain in full force and effect. It is agreed by and between MARINA and OWNER that all disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be litigated, if at all, exclusively in and before the United States District Court for the Middle District of Florida, which shall have exclusive jurisdiction to hear all disputes herein, to the exclusion of all other courts of any other state, territory or country. OWNER hereby waives any objection to jurisdiction or venue or any other objection that OWNER may have to any such action or proceeding being brought in the United States District Court for the Middle District of Florida. The MARINA and OWNER agree that unless otherwise provided herein this agreement shall be governed by the general maritime law of the United States. The MARINA and OWNER agree to waive their right to trial by jury on any and all disputes and matters whatsoever arising under, in connection with or incident to this agreement.

BINDING AGREEMENT: If the person signing this Agreement is not the OWNER, such person who is signing for or on behalf of the OWNER warrants and represents his authority to obligate the OWNER and the vessel to the terms of this Agreement and by signing hereon, also agrees to be personally bound by the terms and obligations set forth in this Agreement. The OWNER and if this Agreement is signed by the authorized agent of the OWNER are both bound by the terms and obligations set forth in this Agreement. This Agreement shall be binding on the heirs, successors, personal representatives and assigns of the OWNER.

Modification. No oral Agreement, statement, promise, undertaking, understanding, arrangement, act or omission of any Party, occurring subsequent to the date hereof may be deemed an amendment or modification of this Agreement unless

reduced to writing and signed by the Parties hereto or their respective successors or assigns.

Waiver of Rights A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the rights or remedies available to a party by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived its other rights or remedies. MARINA reserves the right to enforce any previously waived right.

COUNTERPARTS: This Agreement may be executed in counterparts by facsimile or by transmission via email, all of which taken together shall constitute an instrument enforceable and binding upon the undersigned Parties.

CONSTRUCTION. This Agreement shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any one Party.

MISCELLANEOUS: This Agreement, **including the Marina Rate Schedule and Rules and Regulations** constitutes the entire Agreement between the parties. OWNER has received a copy of the Marina Rules and Regulations also found in Bait Shop and online at CoveCayMarina.com/TermsandConditions. OWNER understands and accepts that the Rules and Regulation may change from Month to Month, and explicitly accepts any future changes or updates as part of this Agreement.

OWNER/OWNER'S authorized agent initials _____

I HAVE READ THIS ENTIRE AGREEMENT AND FULL UNDERSTAND ALL OF THE TERMS THEREOF AND REALIZE AS A VESSEL OWNER THAT I AM PERSONALLY RESPONSIBLE AND THAT THE VESSEL IS ALSO RESPONSIBLE FOR THE TERMS AND CONDITIONS SET FORTH HEREIN AND RULES AND REGULATIONS.

Boat Owner or Agent Signature



MARINA RULES AND REGULATIONS

The Marina is entering into a beautification process. It is the goal of the Marina and its staff increase the Marina's appeal, beautifying the landscape in a way consistent with the tropical character and natural beauty of a paradise that we know and love. To achieve this objective Owners and guests must abide by these rules and regulations.

1. DOCKAGE CHARGES & USE

- 1.1. All boats must be registered upon arrival and receive assignment to a berth or slip.
- 1.2. Boat Owners must provide a current federal documentation or state registration for all boats berthed in the Marina and be listed as a legal owner.
- 1.3. Boat Owners may not sublease or permit boats owned by others in their slip.
- 1.4. Rates for License Agreement are based on overall length of vessel (LOA), measured from tip to tip. Your vessel will be measured upon arrival and the rate will be adjusted within thirty days of your arrival.
- 1.5. Boat slips may not be transferred to the new owner of the boat registered in this Agreement.
- 1.6. **LIVEBOARD POLICY:** The term "Liveboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any fourteen (14) consecutive days or a total of twenty (20) days within a thirty (30) day period. Liveboards are prohibited within the marina basin.
- 1.7. Boats berthed in the Marina and the Boat Slip occupied by the Boat must be kept in a safe, clean and slightly condition.
- 1.8. Repair and maintenance of dock facilities shall be performed by the Marina only. Alterations/additions to dock facilities must be approved by the Marina.
- 1.9. The extent of boat repairs and maintenance at docksides is at the discretion of the Marina. Repair projects must be authorized by the Marina prior to starting the work and major repairs are not permitted. There shall be no engine replacement or painting of boats in the Marina.
- 1.10. The Marina reserves the right to use any boat slips during the temporary absence of a boat without setoff against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
- 1.11. Watercraft shall not be used for commercial purposes from the Marina unless assigned to or occupying, while so engaged, a slip designated for commercial use, and without the prior written consent of the Marina.
- 1.12. Owner agrees to comply with any and all City ordinances and State and Federal law and regulations concerning the stowage and disposal of human waste. All holding tank valves shall be set to direct wastewater into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharge into Marina waters.
- 1.13. Transfer, changing, or moving of vessels between slips is not allowed except by prior written concurrence of Marina. To assure slip availability upon return,
- 1.14. Marina reserves the right to move a vessel without notice.
- 1.15. Only vessels in good and seaworthy condition will be admitted
- 1.16. Owner's vessel shall be registered or documented, marked and maintained as required by law and safe practices.
- 1.17. Marina will attempt to honor Owner's preference for slip assignment consistent with Marina's need to match vessels to slips of an appropriate size. Owner agrees to move, at Marina's request, his/her other vessel to a slip with similar services.
- 1.18. Boat Owners leaving for an extended cruise (more than 72 hours) will so notify the Marina office. The Marina management reserves the right to rent all boat slips when so vacant without set off against or credit to Boat Owner's Fee obligations under his or her Registration/Boat Dockage Agreement.
- 1.19. For overnight dock users only ("Transient Dockers") dockage day starts at 7:00 a.m. Any vessel docked prior to 7:00 a.m. will be charged dockage for the previous day. Check out time shall be 11:00 a.m. Any vessel that occupies a boat slip after 11:00 a.m. shall be charged for the following day.
- 1.20. Owner or his/her representative remains responsible for the operation and berthing of his/her vessel within the approach channel and waters of the Marina. When Owner's vessel enters the basin, it immediately comes under the jurisdiction of Marina and shall be berthed only where ordered. Vessels entering or leaving basin under emergency shall be reported immediately by Owner to the Marina using VHF Channel 16, 9, or best means available.
- 1.21. Except in an emergency, when entering and leaving, the Owner's vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with a designated zone.
- 1.22. Owner agrees to operate his vessel in waters of the basin without creating a disturbing wake. Owner creating a disturbing wake is responsible for resulting injury to people and damage to other boats and Marina's docks and facilities. The Marina Basin is "No WAKE" at all times.

2. CONDITION OF VESSEL AND EQUIPMENT

- 2.1. **OWNER warrants that OWNER will, at OWNERS' expense, maintain vessel and equipment in a clean, seaworthy, sanitary, and fully operational and neatly presented condition at all times, and that said vessel will be regularly repaired and maintained**
- 2.2. **Any item onboard that can be visibly seen from the exterior, in need of repair, must immediately be addressed and corrected.**
- 2.3. **OWNERS' vessel shall be able to get underway under vessel's own power with her crew, and shall not create a fire hazard, eyesore, or sinking hazard. All vessels must be registered and documented as required by law.**
- 2.4. **Vessels are NOT to be left at the marina for long periods of time without OWNER or OWNER'S designee checking on the above stated concerns.**
- 2.5. **Violation of this paragraph may be subject to termination of storage agreement, fines, and a lien being placed on your vessel**

3. CONDUCT

- 3.1. All artificial noise making devices, including, but not limited to: bird callers, squawkers, and deterrents must be approved by the Marina. Marina may grant or deny in its sole and absolute discretion. If not approved, the artificial noise maker(s) must be removed or deactivated.
- 3.2. Boat Owners, their Crew and Guests are cautioned to be considerate of others. Behavior or conduct that the Marina in its sole and absolute discretion determines might injure another party, cause damage to property or disturb other Owners and guests may lead to termination of this Agreement by the Marina.
- 3.3. Owner and Owner's guest, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.
- 3.4. Owner and Owner's guest will keep noise to a minimum at all times, and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.
- 3.5. Boats shall conform to all federal and state regulations concerning boat safety devices and equipment.
- 3.6. Notices or signs are not permitted to be displayed on Marina dock areas, buildings or grounds without Marina approval.
- 3.7. Fishing and netting are allowed from Marina dock areas at the Marina's discretion. Use of harpoons or spears is prohibited in the Marina.
- 3.8. Recreational swimming is prohibited in the waters of the Marina.
- 3.9. Boat Owners are required to maintain mooring lines and bilge pumps in good working condition at all times. During Hurricane Season from June 1 to November 30 each year Boat Owners shall take all necessary and prudent measures to prevent damage, which may include, but not be limited to, maintaining double mooring lines. In the event of a significant storm for which Boat Owner has failed, in the Company's reasonable judgment, to take reasonable safety precautions, the Company reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Boat Owner. **THE COMPANY SHALL NOT BE LIABLE FOR THE EXERCISE OR NON-EXERCISE OF ITS OPTION OR ANY DAMAGES CAUSED THEREBY, INCLUDING, BUT NOT LIMITED TO DAMAGES CAUSED BY THE NEGLIGENCE OF THE COMPANY.**
- 3.10. Pets are permitted at the Marina only if they are not a nuisance. Owners are responsible for any and all actions of their pets. Boat Owner's Registration/Boat Dockage Agreement may be terminated by Marina if Owner's pet, or the pet of Owner's guest, creates a nuisance. Examples of nuisance behavior include but are not limited to: toileting on Marina property or on the property of others, (unless Owner removes all traces of waste material and disposes of them in a closed container placed in a trash receptacle); noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks.
- 3.11. Rigging shall be secured to prevent undue noise.
- 3.12. Owner agrees to hang no laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.
- 3.13. Firearms, loaded or unloaded, will not be displayed topside or on Marina property.
- 3.14. Bicycle, motorcycles, motor bike, moped and motor scooter riding, skating and skate boarding on the docks is prohibited.
- 3.15. Marina and Owner and Owner's guest alone may use the facilities attached to the Marina Office designated for use by the general public.
- 3.16. Possession of contraband and prohibited items are substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. Marina has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "Zero Tolerance" responsibilities and will grant such agencies access to the facilities of the Marina for lawful pursuit of their enforcement responsibilities. The arrest of Owner or Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of the Registration/Boat Dockage Agreement prior to final legal disposition.

4. CONTRACTORS & BROKERAGE

Initials: _____

- 4.1. This is NOT a full-service marina. Improving and beautifying the property is one of our priorities at this time. Major repairs of such extent and nature as are normally performed at boatyard facilities, including but not limited to rebuilding or replacing engines and sanding, painting, or refinishing of any portion of the vessel, shall not be performed at or near the slip or MARINA. That being said, select service repairs performed on site and/or vessel may be authorized with prior management approval. The extent of repairs and maintenance permitted is at the sole discretion of the MARINA. If an outside contractor is to perform work on your boat, the following conditions must be met or the contractor will not be allowed access:
- 4.1.1. Boat owner must notify MARINA in advance, with the date, nature of work, estimated length of repairs, and name of who will perform work.
- 4.1.2. Contractors must stop at office upon arrival and check in. Violators will be considered trespassers.
- 4.1.3. Contractors must submit Proof of Commercial Liability Insurance of no less than \$1,000,000, sign a Subcontractor Indemnification Agreement, worker's compensation policy or exemption, and professional business license prior to working on any vessel in the marina.
- 4.2. "For Sale" signs are limited to 3 per vessel and must be approved by Dockmaster. Signs are limited to 18" X 24" in size and must be fastened to vessel. No signs are permitted to be displayed on the dock, pier, dock box, pedestal, or other dock fixtures. Prospective buyers are guests of the marina and must be accompanied by boat owner or registered contractor/broker.
- 5. FIRES, FUELING, AND DANGEROUS CONDITIONS**
- 5.1. The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations or the U.S. Coast Guard.
- 5.2. The fueling of vessels is permitted only at the Marina fuel docks. Owner will be correct immediately remove any dangerous or hazardous condition on his/her vessel, or caused by his/her vessel, upon notice of such condition. Boats must receive fuel from the fuel service dock. No fuel will be pumped or transferred from boats to containers on dock areas. Fuels truck are not allowed unless approved by the Marina.
- 6. INSURANCE**
- 6.1. Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in the marina or to the structures thereof. Marina assumes no responsibility for the safety of any vessel docked at the marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however rising. Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Owner agrees to hold Marina harmless in the event claims for damage to other persons or property arise from the presence of Owner's vessel in Marina. Owner has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and Marina has relied upon. *See Also License Agreement for Dockage/Storage Space.*
- 7. PARKING**
- 7.1. All motor vehicles and trailers parked in Marina lots must meet current State Motor Vehicle registration requirements, present a good appearance, and be in serviceable condition. This Agreement confers no right to park motor homes, travel trailers, boats, water-sports equipment and boat trailers on Marina property with out the prior written approval from the Marina
- 7.2. ALL Owners must have a Marina Decal located on their Vehicle.
- 7.3. After launching vessels All Owner's must park their trailer back in their designated space and detach their vehicle from the trailer if their vehicle blocks the lane of traffic.
- 7.4. **PAY TO PARK. All vehicles that DO NOT have a decal must pay for parking. Failure to pay for parking is a violation of this agreement, and the vehicle will be Booted at the vehicle owner's expense.**
- 8. STORAGE ON DOCKS**
- 8.1. Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Owner or Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Marina at Owner's expense.
- 8.2. Dock boxes shall be furnished by the Marina, and Boat Owners shall not be permitted to install or retain their own unless written permission is given by the Company.
- 9. ELECTRICITY**
- 9.1. UL-approved cords required. Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. The Marina will remove any unauthorized or unserviceable power cords, and Marina will not be responsible for any consequences of such removal. Plugs must have integral weather proof covers in serviceable condition.
- 9.2. Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system furnished by Marina. Marina shall not be responsible for electrical interruption or power surges, or the results or damage therefrom.
- 9.3. Boat Owners must use marine grade shore power cords for electrical service connections at Marina utility centers. Both water hoses and power cords shall not run across Marina dock areas.
- 10. WATER**
- 10.1. Marina provides access to fresh water.
- 10.2. Owner agrees to disconnect all water hoses when he/she will be absent from the boat. Marina may disconnect Owner's water hose at the dock in Owner's absence and Marina will not be responsible for any consequences of such action.
- 10.3. Owner agrees to use a shut-off nozzle to conserve water when washing his/her vessel.
- 11. WASTE DISPOSAL.**
- 11.1. Owner will ensure that all trash and garbage is placed into designated receptacles.
- 11.2. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
- 11.3. Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated materials following such discharge, will be billed to owner if Owner's vessel or action caused or may cause contamination of Marina waters or the waters of the State beyond or inside the confines of the Marina.
- 11.4. Fish remains must be disposed of properly in the dumpster in the outer parking lot or in offshore waters in accordance with federal and state regulations. An oil recycling container is provided by the Marina for oil, including diesel fuel, and oil filters. Gasoline may not be placed in the recycling container. Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous materials and agrees not to place them in the Marina trash containers or oil recycling igloos.
- 11.5. The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited and Boat Owner shall be liable for any such discharge. All permanently installed sewage systems must meet current federal and state regulations or must be locked off while the vessel is docked. Boat Owners must place all trash and garbage in the commercial containers located at the Marina.
- 12. WATERWAY CLEANLINESS:**
- 12.1. **The MARINA is a NO DISCHARGE ZONE. OWNER agrees to comply with State and Federal laws and regulations concerning stowage and disposal of sewage. No discharge or discarding of materials of any sort (other than clean, oil-free water) is permitted into the waters of the MARINA. Any Vessel with a toilet shall have a holding tank and shall have the valve locked in position toward the holding tank. OWNER and guests are encouraged to use marina bathroom facilities in lieu of on-board toilet facilities when at dockside. The OWNER shall be responsible for pumping out their holding tanks and shall maintain their bilges in clean condition. In the event of a discharge or spill caused by the OWNER, the OWNER shall be liable for and shall indemnify the MARINA for any cleanup costs, and for any fines or penalties, and the Marina may assess an additional fine of up to two thousand dollars (\$2,000.00). Please caution guests, particularly children of this rule.**
- 13. VIOLATIONS**
- 13.1. Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Owner, his/her crew, agents or guest that might annoy or injure others persons or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Marina. Violations of any City, County, State or Federal laws shall be cause for termination of any lease agreement immediately and cause exclusion of Owner and his/her vessel from the Marina.
- 13.2. The MARINA at it's discretion, may impose a fine of \$50 dollars for each day that a violation occurs. Owner authorizes Marina to charge against the security deposit or credit card on file to satisfy any default or fine.
- 13.3. Owners are responsible for their guest and their violations if any.

*** Should anything in the Marina Rules and Regulations contradict the License Agreement for Dockage/Storage Space, the License Agreement for Dockage/Storage Space shall take precedence***

Boat Owner or Agent Signature _____

Initials: _____



MARINA FEES

All payments are due on the 1st of each month and considered late after the 5th. Payments received after the 5th of each month will be billed a late fee and subject to 1.5%-month interest on any outstanding balance (18% A.P.R.). License agreements must be accompanied by first (incl. any prorated amount), last, and security deposit equal to first month's rent. Prices are subject to change with 30 days' notice to Owner.

LIFT SLIPS

- | | |
|--------------------------|---|
| A) Base Rate | \$399/ month (NO ADDITIONAL CHARGE FOR LENGTH) + 7% sales tax + \$100 (for optional trailer parking) |
| B) JETSKI EZ Dock | \$249 + 7% sales tax |

COVERED STORAGE

- | | |
|---------------------------------|--|
| A) LARGE COVERED STORAGE | Base Rate \$299 / month + \$10 per foot over 24 ft + 7% sales tax |
| B) SMALL COVERED STORAGE | Base Rate \$269 / month + \$10 per foot over 24 ft + 7% sales tax |

FIELD STORAGE

- | | |
|---------------------|--|
| A) Base Rate | \$229 / month + \$10 per foot over 24 ft + 7% sales tax |
| B) Kayak | \$40/month + \$7% sales tax |

DAILY WET/DRY & WEEKLY DRY

- | | | |
|---|------------------------------|--|
| - | \$2.00 / Foot, Per Day + Tax | Includes: Unlimited Ramp Use (Minimum \$50.00) for rentals less than 14 days |
|---|------------------------------|--|

RAMP FEES DURING MARINA HOURS

- | | |
|----------|---|
| \$25.00 | 1x Time Launch & Pull (ParkMobile includes daily parking) |
| \$59.00 | Monthly Parking pass (no boat or slip) |
| \$79.00 | Monthly Ramp Card Membership for Launches |
| \$599.00 | Yearly Weekend Ramp Card (Valid for 1 Year of weekend FRI-SAT-SUN launch & pulls) |

ADD-ON'S

- | | |
|--------------------------|--|
| \$25/ Per Occurrence | Limited Service: Launch or Pull |
| \$50/ Per Occurrence | Full Service, Launch and Pull, Flush, and Rinse |
| \$175/Month | Full Service, Launch and Pull, Flush, and Rinse |
| \$1.00 / Foot | Per month, for extra electric and water for any boat (ex. Repairs, extra outlet, A/C always running) (Lift and covered slips only) |
| \$120.00 / Hour | Emergency Water Removal from Vessel (1-Hour Min Charge) |
| \$50.00 / Month | Late Payment Charge / Wet Slips / After 5 th of Each month |
| \$35.00 / Per Occurrence | Returned Check Fee |
| \$150.00 / Hour | Exclusive Pavilion Rental |



**Credit Card Payment Authorization Form
(Guarantee of Payment)**

All owners must sign and complete this form to guarantee payment by authorizing **COVE CAY MARINA** to make a debit to your credit card listed below **should payment NOT be received prior to the 5th of every month.**

By signing this form you give Cove Cay Marina permission to debit your account on the 6th of any given month in which payment has not been received. The amount to be debited is the same of which is indicated on your license agreement, adding the appropriate late payment fee.

Please complete the information below:

I _____ authorize **COVE CAY MARINA** to charge my credit card account for the monthly rent owed should payment not be received by the 5th of any given month.

Billing Address _____
City, State, Zip _____

Phone# _____
Email _____

Account Type:(Circle One) Visa MasterCard AMEX Discover
Cardholder Name _____
Account Number _____
Expiration Date _____
CCV: _____
Billing Zip: _____
<u>Official Use Only:</u> ____ Employee Ins. if Card inputted into system

SIGNATURE _____

DATE _____

By signing this form, I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid until I vacate the marina or change and update my credit card information. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company or submit for a chargeback as above fees are rental and/or security deposit fees. I agree to pay to the above named business all costs of collection, including reasonable attorney's fees and the court fees of any legal action, should any such action be initiated.

Initials: _____