

SADLER POINT MARINA, INC.
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sadlerpoint.com

SLIP/SPACE RENTAL AGREEMENT

THIS AGREEMENT entered into for the sole consideration stated between SADLER POINT MARINA, INC. hereinafter called "MARINA" and the undersigned vessel owner, its agent or employee, hereinafter called "OWNER".

Owner's Name _____
Address _____
City, State & Zip _____
Phone _____ Phone _____ E-mail _____
Boat Make _____ Length _____ Year _____
Boat Name _____ Registration # _____
Monthly Rate _____ Daily Rate _____ Length of stay _____
Slip # _____ Type of boat: _____ sail _____ power Value _____

On behalf of MARINA and OWNER it is agreed as follows:

1. That this is an Admiralty and Maritime Slip/Space Rental Agreement under the General Maritime laws, Statutes, and Code of the United States of America.
2. That the MARINA provides the slip/space rental to OWNER on the basis that the MARINA relies on the financial credit of the vessel. The MARINA shall have a maritime lien against the vessel and contents for sums due for the slip/space rental; services provided to the vessel, injury or damage caused or contributed to by the vessel or OWNER, including but not limited to damage to pier, piling, docks, wharf, personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses. OWNER acknowledges that MARINA is obligated to report to the appropriate authorities all fuel, oil or other improper discharges which may be emitted from the vessel as a result of bilge pump operation, fuel overflow or otherwise. MARINA'S maritime lien shall be operative with respect to all fines, assessments or damage resulting from such discharge which may be assessed against MARINA. It is further agreed that services provided by MARINA to OWNER or OWNER'S vessel are in furtherance of navigation of the vessel and in furtherance of waterborne use, whether such services are performed ashore or afloat.
3. The vessel OWNER and the vessel will indemnify and hold harmless the MARINA from any costs, expenses, damages and, against all claims, demands, damage liability that may be asserted by anyone due to:
 - a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said OWNER'S vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on OWNER'S vessel, or on the premises of the MARINA or to personal property of others on the vessel or MARINA premises; and
 - b) Any personal injury, death, or illness arising from the occupancy or use of the MARINA premises or facilities, where such injury, or damage is caused; in any part regardless of how slight, by the acts or omissions of the vessel OWNER, his agents, servants, invitees or employees; and
 - c) Any alleged damage, or loss to marine property, non-marine property or personal injury, caused in part, regardless of how slight by vessel OWNER, his agents, servants, invitees or employees.
 - d) All fines, assessments or damage which may be assessed against MARINA as a result of any fuel, oil or other improper discharge which is emitted from the vessel.

4. This agreement is to provide a slip/space rental. There is **no agreement to create a bailment of the vessel**, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space by vessel OWNER for his vessel. There is **neither temporary nor permanent dominion, nor control exercised over said vessel by MARINA**, but **said control is to remain in vessel OWNER at all times**. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. The MARINA shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances, at anytime.
5. The vessel OWNER represents and agrees that the Owner has in full force and effect a marine hull insurance policy of a “named perils” or “all risks” for the value of the vessel and a third party liability policy, also know as P & I policy.
6. **PURSUANT TO FLORIDA STATUTE 328.17, SADLER PONT MARINA, INC., IS AUTHORIZED TO SELL THE ABOVE VESSEL, HER APPURTENANCES AND CONTENTS AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF RENTAL FOR A PERIOD OF SIX MONTHS NOTICE BY CERTIFIED MAIL OF A NON-JUDICIAL SALE WITH REFERENCE TO THE VESSEL WILL BE MAILED TO THE OWNER AT ADDRESS SET FORTH ABOVE AT LEAST 30 DAYS PRIOR TO PROPOSED SALE.**
7. It is the full responsibility of the boat OWNER, to make arrangements for the sale and protection of his boat and contents.
8. This Agreement shall be in full force and effect, unless terminated under any one of the following conditions:
 - a) By destruction of the slip/space facilities by fire, storm, acts of God, acts of Government, acts of third parties, or other calamity;
 - b) In the event OWNER shall make a bona fide sale of the boat listed in the Agreement, and/or remove the boat to another mooring after notification to MARINA and payment of all accrued charges;
 - c) By breach or default of the terms of Rules and Regulations as provided in paragraph 9 below set forth in Exhibit “A”, or subsequent amendments, as solely determined by the MARINA;
 - d) By termination in writing on ten days notice by MARINA;
 - e) By breach of the warranties or agreements contained herein, said breach to be solely determined by MARINA.
9. OWNER agrees to comply with all posted rules and regulations attached as Exhibit “A” as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately at the option of MARINA. OWNER agrees that upon such violation MARINA may remove the boat without notice to OWNER from her mooring space at the OWNER’S risk and expense and take possession of the mooring slip.
10. This document together with Exhibit “A” attached hereto constitutes the entire agreement between the parties. There can be no assignment by either party without the full consent and knowledge of the other party and such consent will not be unreasonably withheld. Should there be a waiver of any conditions by MARINA, this shall be not be deemed to be a continuing waiver.
11. 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 attorneys fees and interest and further that said vessel be responsible for such costs, fees, and interest. Should a suit result against the vessel **in rem**, 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.
12. 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.

“MARINA”

“OWNER”

DATED THIS _____ DAY OF _____,
_____.

RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for boat owners using space at Sadler Point Marina, Inc., the following rules and regulations are provided for your protection. Your cooperation in observing the following rules will be appreciated.

- 1. ADVERTISING: Advertising or soliciting of sales or leases of the boat or other property shall not be permitted on any boat within the Marina. Neither the boat nor Marina's address shall be used for business purposes.
2. CHECKING OUT: Guests checking out of the Marina shall report to the Main Office and settle their account prior to leaving. It will be appreciated if all boat owners will leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. All personal property must be removed from dock houses when dockage rental is terminated. Owners must notify the Marina office when removing their boat permanently from the yard.
3. DELINQUENT ACCOUNTS: In the event the fees or other Marina charges are not paid with thirty days after the same shall become due, the Marina shall, at its sole options, have the right to change the fee rate from monthly to daily rate and all storage charges thereafter shall bear interest at the highest legal rate.
4. DOCKAGE DAY: Dockage day starts 6:00 A.M. Any vessel docked prior to 6:00 A.M. will be charged dockage for the previous night. Check out time shall be 3:00 P.M. Any vessel that occupies a berth after 3:00 P.M. will be charged dockage for that night.
5. EMERGENCY: Only pleasure boats, in good and seaworthy condition, and under their own power may enter the slip/space. In the event that an emergency has occurred during the Owner's absence, the Marina is authorized to make necessary repairs which will be charged to the boat Owner. The Marina shall have the sole discretion as to whether any casualty repairs shall be made.
6. EXTENDED CRUISES: Boats leaving for an extended cruise are requested to notify the Marina Office. The management reserves the right to rent all docks when vacant. Owner is required to notify Marina twenty-four hours prior to returning.
7. FIRES: Causing or permitting charcoal or any type fires or maintenance or any other dangerous conditions as determined by the Marina on the docks is prohibited.
8. FREEZERS & REFRIGERATORS: The Marina is not responsible for spoiled food in freezers or refrigerators for any reason at any time.
9. GARBAGE: Refuse shall not be thrown overboard. Garbage shall be deposited in receptacles supplied for that purpose. Notify dock attendant for anything that will not fit in these cans. No person shall discharge oil, spirits, inflammable liquid or oil bilges into the Marina.
10. IMPROPER DISPLAYS: Laundry shall not be hung on boats, docks, or finger piers in the Marina, nor shall "for sale" signs be put on boats.
11. NOISE: Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance.
12. OUTSIDE CONTRACTORS: No outside contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without the approval of the Marina. Such approval will not be granted by the Marina unless the Service Division of the Marina cannot properly undertake the work themselves, as solely determined by the Marina. If approval is given, Marina incurs no legal obligation to supervise, conduct follow-up checks or provide safety inspections for such contractors.
13. PETS: Pets shall be leashed within confines of the Marina and toileted on grass areas.
14. REPAIRS ON DOCKS: Painting, scraping or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the sole discretion of the Marina.
15. SIGNS: No "for sale" or other signs may be placed on the vessel or boat slip/space. The Marina is hereby authorized to remove any non-approved sign from the vessel or slip/space without notice to Owner. Similarly, Owner may not affix or attach by screws, nails, bolts or any other object any article, fixture, or equipment to the docks without prior written permission of the Marina.
16. STORAGE ON PIERS: Boat Owners shall not store supplies, materials, tender, dinghies, skiffs, accessories or debris on walkway, and shall not construct any lockers, chests, cabinets, or similar structures, except with written approval of the Marina.
17. SUBLEASING: Subleasing of slips/spaces, transfer of boats between slips/spaces, or from one slip/space to another slip/space, is not permissible except upon prior approval of the Marina. Owner agrees that in case of emergency, Marina may move the boat from the particular space rented to any other mooring space.
18. VIOLATIONS: Violations of the above rules and regulations, disorder, depredations, or indecorous conduct by a patron, or his crew or guests, that might injure or annoy other persons, cause damage to property shall be cause for immediate removal from the Marina of the boat in question and termination of the Agreement at the discretion of the Marina.
19. Violation of any City Ordinances, State or Federal Laws, violation of any regulations of City, Federal or State agencies shall be cause for the Marina to terminate the Agreement immediately and as of the date of said violation and for the immediate removal of Owner's boat from the Marina.

Signature of Owner/Authorized Agent

_____ Dated this _____ Day of _____, _____.