

Slip or Space Number

Acct. #



# Tavernier Creek Marina

Arrival Date

Departure Date

90800 Overseas Hwy., Box 6, Tavernier, FL 33070  
Tel: (305) 852-5854 • Fax: (305) 852-7425  
emarina@terranovala.net

## LICENSE AGREEMENT

Please print and complete in full. Read this Agreement before you sign.

This License Agreement is between Tavernier Creek Marina ("Marina"), the Boat (as defined below) and the Boat Owner described below ("Boat Owner"), under the following terms and conditions:

Term:  Annual  Month to Month  Day to Day

Boat  Trailer

Boat Name: \_\_\_\_\_

Boat/Trailer Make, Type & Year: \_\_\_\_\_

Length: \_\_\_\_\_ Overall Length: \_\_\_\_\_

Beam: \_\_\_\_\_ Draft: \_\_\_\_\_

Home Port: \_\_\_\_\_

Hull Number: \_\_\_\_\_

Documentation/  
Registration/License #: \_\_\_\_\_

Proof has been furnished to Marina

Commencement Date: \_\_\_\_\_

Boat Owner's  
Name: \_\_\_\_\_

Permanent  
Home Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Florida Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

Captain  
or Agent: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Other Authorized  
Boat Users: (1) \_\_\_\_\_

Phone: \_\_\_\_\_

(2) \_\_\_\_\_

Phone: \_\_\_\_\_

\* \* \* \* \*  
Insurance Company: \_\_\_\_\_

\* \* \* \* \*  
Policy #: \_\_\_\_\_

\* \* \* \* \*  
Expiration Date: \_\_\_\_\_

\* \* \* \* \*  
Coverage: \_\_\_\_\_

Proof has been furnished to Marina Checked by \_\_\_\_\_

**Dockage:**  Wet  In/Out  Trailer

Wet Slip Dockage Fee per foot:

Daily \$ \_\_\_\_\_ Yearly \$ \_\_\_\_\_

Seasonal \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

In/Out or Trailer Monthly Storage Fee (including tax:) \$ \_\_\_\_\_

### Summary Of Charges

Dockage Fee: \$ \_\_\_\_\_

Trailer Storage: \$ \_\_\_\_\_

Dock Box: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Sales Tax: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

### Security Deposits

Dockage Fee: \$ \_\_\_\_\_

Trailer Storage: \$ \_\_\_\_\_

Dock Box: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Boat Owner/Captain/Agent acknowledges that Boat Owner has read and fully understands this License Agreement including the Marina Rules set forth on page 4.

**"Marina"**

**Tavernier Creek Marina**

By: \_\_\_\_\_  
(Name)

Title: \_\_\_\_\_

**"Boat Owner"**

(Print Boat and Boat Owner's Name)

By: \_\_\_\_\_

Owner/Captain/Agent

(Circle One)

### Credit Card Users Please Sign Below:

I do hereby authorize Marina to use my credit card for the sole purpose of paying dockage, utility and fuel charges.

Credit Card #: \_\_\_\_\_ Name of Credit Card: \_\_\_\_\_

Exp. Date \_\_\_\_\_  VISA  M.C.  AMEX  OTHER

OFFICE COPY

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Boat Owner's Signature (as it appears on credit card)

1. **LICENSE:** Marina hereby grants a license to Boat and Boat Owner for use of the wet slip, dry slip trailer space designated above (the "Slip") located at the Marina for the boat or trailer described above, including all riggings, engines, appurtenances and contents (the "Boat"). This Agreement confers no leasehold interest. Marina reserves the right to change the slip assignment or move the Boat for normal Marina operations or repairs, or for special events.
2. **TERM:** The term of this Agreement shall begin on the Commencement Date and continue on an annual, month-to-month, or day-to-day basis, whichever is indicated above. If this Agreement is annual, this Agreement shall automatically renew for successive one-year periods ("License Years") and either party may terminate this Agreement at the end of any License Year by giving the other party written notice at least 30 days prior to the end of the current License Year. If this Agreement is month-to-month, either party may terminate this Agreement by giving the other party written notice at least 14 days prior to the end of the month.
3. **PAYMENT OF DOCKAGE FEES AND OTHER CHARGES**
  - A. **Annual or Month-to-Month:** The Dockage Fee is payable in advance, and all other charges will be billed in arrears. Boat Owner will be sent a monthly statement setting forth the Dockage Fee and other charges. Any amounts appearing on the monthly statement are due by the 15th of the month, and if not paid by that date, will incur finance charges of the lesser of 1 ½% per month (annual percentage rate of 18%), or the maximum allowable under Florida or federal law on the unpaid balance. If Boat Owner leaves in the middle of a month or year, no refund of prepaid Dockage Fees will be made. All charges must be paid in full before Boat Owner may leave the Marina. Non-receipt of billing statements does not relieve Boat Owner of the obligations to pay all charges due. Marina may change the fees or change the other provisions of the Agreement by written notice to Boat Owner, given at least 30 days before the beginning of any month or year in which the change is effective. A \$25 charge will be incurred for each returned check.
  - B. **Day-to-Day:** Boat Owner may choose one of the following three methods of paying the Dockage Fee and other charges: (1) Pay in advance for entire stay; (2) Pay at the Marina office each Friday for the expected charges for the next week; or (3) Authorize the Marina to use Boat Owner's credit card for payment for charges for the next week, using a signature on file. A written breakdown will be provided for all charges.

**If Boat Owner fails to pay an outstanding balance for 90 days, Marina may charge double the above-listed Dockage Fee beginning the 4th month and for each month thereafter during the term of this Agreement. If Boat Owner fails to pay an outstanding balance for six months, Marina shall be authorized to sell the Boat at a nonjudicial sale within the provisions of F.S. 328.17 after providing a written notice of nonjudicial sale to the Boat Owner by certified or registered letter, return receipt requested, at the address provided in this Agreement at least 30 days prior to any proposed sale. This provision is in addition to and not a limitation of Marina's rights under state or federal maritime law. All charges are subject to applicable taxes.**
4. **SECURITY DEPOSIT:** Before the Boat may be docked, Boat Owner shall pay to Marina a security deposit to secure the performance of all of Boat Owner's obligations under this Agreement, which shall not be in lieu of any Dockage Fee. The security deposit (without interest) shall be refundable to Boat Owner within 60 days of termination of this Agreement, provided all, the obligations of Boat Owner under this Agreement are satisfied. Marina may commingle the security deposit with other funds held by Marina. If Boat Owner incurs charges in excess of the security deposit, any excess is due and payable upon demand by Marina and Marina will have the right to require an additional deposit. Boat Owner's failure to post an additional deposit is a default under this Agreement, which entitles Marina to immediately terminate this Agreement.
5. **USE OF SLIP - AUTHORITY:** Boat Owner may use the Slip only to moor or store the Boat, and for no other purpose. Marina reserves the right to exclusive control over the use of the dock or storage space and has the right to refuse to grant a license to any person for any reason. If Boat Owner sells the Boat and wants to use the Slip for another boat, Boat Owner must first get permission from and register the new boat with the Marina. Boat Owner represents that Boat Owner has an ownership interest in the Boat and/or Boat Owner is fully authorized to bind all owners of the Boat to the terms and conditions of this Agreement. If an agent of Boat Owner, including a Captain, is signing this Agreement, said person represents that he has the authority to bind the Boat Owner. If Boat Owner removes the Boat from the Marina for extended periods (normally more than three days), for any reason, including repairs to the Boat, Boat Owner shall notify Marina. Marina may use the Slip when not in use by Boat Owner without reduction of the Dockage Fee or payment of other compensation to Boat Owner.
6. **LAWS, RULES, AND REGULATIONS:** Boat Owner shall comply with the Marina Rules. The Marina may change the Marina Rules by posting new ones or otherwise notifying Boat Owner of the change. In using the Marina, Boat Owner shall comply with all applicable laws, ordinances, resolutions, rules and regulations of federal, state and local entities, including U.S. Coast Guard regulations.
7. **TRANSFERS AND ASSIGNMENTS:** This Agreement and Boat Owner's right hereunder are the personal privilege of Boat Owner and are not assignable and may not be sublet. Any attempt to assign or sublet is a default under this Agreement, is void, and entitles Marina to immediately terminate this Agreement.
8. **INSURANCE - SUBCONTRACTORS:** Boat Owner, at Boat Owner's sole cost and expense, shall at all times during the term of this Agreement maintain with an insurance company acceptable to Marina a public liability policy with limits of not less than \$500,000 per occurrence, naming Marina as an additional insured, with waiver of subrogation in favor of Marina. Boat Owner shall provide Marina with a (i) copy of the insurance policy evidencing coverage upon execution of this Agreement, and (ii) no later than 30 days prior to expiration of a policy, evidence of the renewal of the policy. All policies of insurance shall require 30 days advance notice by the insurance company to Marina of any amendment or cancellation. Additionally, any subcontractors employed by Boat Owner shall register at the Marina office prior to beginning work, provide insurance naming Marina as additional insured substantially in compliance with the terms set forth herein with limits of not less than \$300,000 per occurrence and comply with all laws.
9. **CARE OF SLIP - MAINTENANCE:** Boat Owner shall keep and maintain the Slip in a clean and sanitary condition at all times, and in accordance with the Marina Rules. Upon termination of this Agreement, Boat Owner shall surrender the Slip in good order and repair other than normal wear and tear resulting from ordinary use. Boat Owner shall not alter the Slip, dock area or utilities services. Boat Owner shall not install or place any personal property, dinghies, small boats, equipment, boxes, or lockers of any type on the Slip, without the permission of Marina.
10. **UTILITIES AND FEES:** At Boat Owner's request, Marina may make available to Boat Owner at the Slip, electrical power and water. Marina does not warrant the availability of utility services. Without limiting the foregoing, Boat Owner acknowledges that water service may be discontinued during inclement weather. In addition, Marina does not warrant that the utility services will be compatible with the utility requirements of the Boat (including electrical interconnection requirements or the effect of electrolytic action).
11. **ACCESS TO BOAT:** Marina shall have the right from time to time to board the Boat when it is moored at the Slip in order to determine if the Boat is in compliance with the terms of this Agreement.
12. **NO WARRANTIES:** Marina makes no warranties, express or implied, as to the condition of the Slip or the Marina (including floats, walkways, gangways, ramp, gear and related items) or the suitability of the Slip and the Marina for Boat Owner's intended purposes. Boat Owner acknowledges that Boat Owner has had an opportunity to inspect the Marina and the Slip prior to execution of this Agreement and agrees to accept the Marina and the Slip in their current condition.
13. **HOLDING OVER:** If the Boat remains at the Slip following termination of this Agreement, and without otherwise limiting the rights of Marina hereunder, Boat Owner shall be deemed to be occupying the Slip for purposes of transient moorage and shall pay Marina the then applicable daily rate of transient moorage for each day the Boat continues to be moored at the Slip. Marina may, at its sole discretion, chain the Boat or Slip and/or exclude Boat Owner from access to the Marina.
14. **EMERGENCIES, HURRICANES OR OTHER ACTS OF GOD:** Marina expects Boat Owner to have made suitable arrangements for safe, sheltered anchorage during tropical storms or hurricanes, and Boat Owner warrants such arrangements have or will be made. Boat Owner may not assume that the Marina will be safe, sheltered anchorage during tropical storms or hurricanes. In the event of an impending tropical storm or hurricane or other emergency, Marina, in its sole discretion, is authorized to do whatever Marina deems appropriate and reserves the right to move or evacuate unattended vessels at the Boat Owner's risk and expense. **UNDERTAKING TO MOVE OR EVACUATE VESSELS SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF BOAT BY MARINA, NOR SHALL MARINA BE DEEMED A BAILEE OF THE BOAT OWNER.**

- 15. DEFAULT; REMEDIES:** This Agreement specifies certain breaches by Boat Owner that are so serious that Marina has reserved the right to immediately declare Boat Owner in default and to terminate this Agreement or seek other remedies without the notice periods specified below. In all other case, if Boat Owner breaches this Agreement and such breach continues for five days after Marina has given written notice of the breach to Boat Owner, Boat Owner shall be in default. Upon default, Marina may exercise any and all remedies available hereunder or at law. If Boat Owner is in default, Marina may elect to terminate this Agreement by giving five days' written notice to Boat Owner. Upon termination, Boat Owner shall pay all sums due Marina and then remove the Boat from the Marina. Should Boat Owner fail to timely pay all sums due and then remove the Boat from the Marina as required, then the Boat shall be conclusively deemed abandoned, Marina shall be deemed an involuntary depository, and Boat Owner shall incur a per diem moorage fee at the applicable daily rate for transient moorage. In the event of Boat Owner's default or termination of this Agreement, Marina may, by notice to Boat Owner, suspend the right of Boat Owner to obtain access to the Marina, to use the Slip and the Boat without the necessity of the initiation of any proceedings.
- 16. CUMULATIVE REMEDIES; NO WAIVER:** Marina's rights and remedies hereunder are cumulative in nature, and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available at law. No waiver or forbearance of a breach of this Agreement shall be construed as a waiver or forbearance of any subsequent breach, and the acceptance of any performance hereunder, or the payment of any amounts after the same has become due or at a time when any other default exists shall not constitute a waiver of the right to demand payment of all other amounts owed or a waiver of any other default then or thereafter existing.
- 17. ASSUMPTION OF RISK; DISCLAIMER OF LIABILITY - INDEMNITY:** The Slip and the Marina are to be used at the sole risk of Boat Owner, and Boat and Boat Owner hereby assume such risk. Marina assumes no responsibility for and shall not be liable for the care, protection and security of the Boat. Boat Owner, for himself for the Boat and for the Boat Owner's Agents (as defined in Section 18), hereby releases Marina from any and all liability for loss, death, damage or injury (collectively "Injury") to any person or property arising out of or in connection with the condition or use of the Boat or the condition or use of the Marina or its services (including forklift, travel lift, unloading or loading of trailers and other services), whether such Injury is caused by or through the acts or omissions of the Marina or by any other cause whatsoever, including Marina's negligence, except Marina's gross negligence or willful misconduct. Boat Owner and Boat Owner indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense (including attorneys, fees) in connection with any Injury (unless due to willful misconduct or gross negligence of Marina) or arising from Boat Owner's breach of this Agreement. Marina is not to be considered under this Agreement as an insurer of Boat Owner's property and Boat Owner should secure such insurance as Boat Owner desires. Boat Owner is advised to remove all items not permanently attached to the Boat while the Boat is in the Marina. Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or in tort (including strict liability and negligence) with respect to Boat Owner's use of the Marina. Boat, Boat Owner and Boat Owner's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the Boat is involved in any casualty resulting in personal injury, death or property damage while docked at the Marina or in connection with this Agreement. In consideration of the Dockage Fee set forth in the Agreement, Owner agrees that Marina shall not carry any insurance for the protection of Boat Owner or Boat.
- 18. CONDUCT:** The conduct at the Marina of Boat Owner, any member of Boat Owner's family, and any of Boat Owner's employees, licensees, agents or guests (herein individually referred to as "Boat Owner's Agent") shall be the sole responsibility of Boat Owner. Conduct by Boat Owner Boat Owner's Agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the Marina (including use of drugs or becoming intoxicated by alcohol) shall, at the option of Marina, be cause for immediate termination of this Agreement by Marina. Intoxication shall be presumed if (i) Marina shall require the assistance of the Sheriff or other law enforcement agency to deal with Boat Owner or Boat Owner's Agent, (ii) Boat Owner or Boat Owner's Agent engages in the physical assault of another person or that person's property, or (iii) one or more users of the Marina files a written complaint with Marina concerning the intoxication of Boat Owner or Boat Owner's Agent. Intoxication by Boat Owner or Boat Owner's Agent shall be deemed a nuisance.
- 19. BOAT OWNER'S RESPONSIBILITY FOR DAMAGE AND THE ENVIRONMENT:** Boat Owner and Boat shall be responsible for and shall promptly, upon demand, pay Marina for any damage caused to the Marina by Boat Owner, the Boat or Boat Owner's Agents. Boat Owner shall, in and around the Marina, comply with all laws, rules and regulations concerning the protection of the environment and pay Marina for any damage, expense or liability incurred by Marina due to Boat Owner's or Boat Owner's Agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Boat Owner. Boat Owner shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of the Marina. The costs for which Boat Owner and Boat may be responsible include, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Marina personnel, and any legal fees incurred in defense of any violations. Boat Owner shall be responsible for reporting and cleaning up any such release. Boat Owner shall report any release to the Marina manager and shall keep Marina informed on a daily basis of Boat Owner's actions with respect to any clean up. If Marina is not satisfied, in Marina's sole discretion, with Boat Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Boat Owner's expense. This provision is in addition in addition to, and not in lieu of, the indemnity provision set forth in this Agreement.
- 20. SECURITY SERVICE:** Boat Owner acknowledges that the security service provided by Marina is a courtesy only and that, while Marina will use its best efforts to provide adequate surveillance, Marina bears no liability or responsibility in the event that Boat Owner's or the Boat's security is breached.
- 21. NOTICES AND ADDRESSES:** Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the other party or three days after it is deposited in the mail, addressed to the other party at the addresses set forth in this Agreement. Boat Owner is responsible for informing Marina of Boat Owner's most current address and phone number.
- 22. JOINT AND SEVERAL LIABILITY:** The obligations of the Boat and each person executing this Agreement as Boat Owner, are joint and several, and any act or signature of, or notice or refund to any one or more of them with respect to the License shall be fully binding upon each of them.
- 23. ATTORNEYS' FEES:** If either party defaults under this Agreement, the other party shall be entitled to recover any costs incurred, including attorneys' fees in enforcing or protecting its rights, whether or not suit is filed.
- 24. SEVERABILITY:** If any provisions contained this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, this shall not affect any other provisions and this Agreement shall be construed as if such provision had never been contained in this Agreement.
- 25. ENTIRE AGREEMENT:** This Agreement is the entire Agreement between the parties and supersedes all prior Agreements. No modification or amendments to this Agreement are valid unless in writing and signed by both parties.
- 26. LIEN ON BOAT:** Marina shall have a lien against the Boat for amount owed under this Agreement and for any damage caused or contributed to by the Boat or Boat Owner to any property of the Marina. If Marina enforces its lien, the Boat and Boat Owner agree to pay all legal fees and costs incurred by Marina in such enforcement.
- 27. BOAT OWNERS LIABILITY:** Exclusive of the other provisions set forth in this agreement Boat Owner's shall be responsible for any and all damage to the Boat below the water line and for all damage caused by failure to properly use and install drain plugs.

## MARINA RULES

1. **BOAT OWNER SHALL NOT DISCHARGE OIL, OILY WATER OR RAW OR UNTREATED SEWAGE INTO THE WATER.** Such acts are punishable by fines of to \$15,000 per day. All permanently installed sewage systems on vessels must be either approved Type I or II Marine Sanitation Devices or must be locked off while the vessel is docked. All hazardous chemicals, including waste oil, engine coolant, hydraulic fluid, gasoline, diesel, paint and mineral spirits may only be disposed of in the marked barrels/containers located \_\_\_\_\_ . All spills of gas, diesel fuel, oil or other hazardous materials must be reported immediately to the Marina Manager. Boats may only be washed with bio-degradable soaps and the amount of soap used must be kept to a minimum. Removed paint chips must be captured by tarps or booms and thrown into the trash. This debris may not be allowed to enter the water or the ground and may not be left where it might be exposed to rain water. Violations of these rules should be reported to \_\_\_\_\_. Violators will be subject to heavy fines. The Marina is committed to the preservation of the local water, land and air quality. Sound environmental practices require all Boaters to obey the above rules.
2. The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching berthing areas.
3. The Boat Owner or person in charge of any departing vessel must notify the Dockmaster of his plans. Marina reserves the right to rent any and all docks when vacant. Transients will move for vessels with advance reservations or current License Agreements.
4. Financial arrangements should be made at the office upon arrival. All accounts must be settled before departure.
5. Noise should be kept at a minimum at all times. Discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment should be used so as not to create a nuisance or disturbance.
6. Docks are to be kept clear at all times. Lockers, chests, cabinets, or similar structures shall not be constructed or placed on docks or finger piers, without written approval of the Marina. Storage of loose material, supplies, debris, or gear is not permitted. Hoses, lines and shore power cords should not cross piers. Charcoal fires will not be permitted. Repairs to and maintenance of gear and equipment shall not be permitted on the docks or finger piers.
7. Refuse and garbage is not to be thrown overboard but is to be placed in the containers provided. If refuse items are too large, call the Dockmaster and he will arrange for proper disposal. Oil, spirits, inflammables and oily bilges may not be discharged into water or onto land. Plastic bags foul propellers and clog water intakes!
8. Business or professional services may not be conducted aboard vessels. Advertising signs are also prohibited and Marina does not allow solicitation of business or sale of merchandise. Marina address and phone number shall not be used for business purposes.
9. Laundering and drying of laundry on docks, finger piers, deck or vessels' rigging is not permitted.
10. Swimming, diving, or fishing is not permitted from the docks or finger piers.
11. The finger pier between slips is for the use of boats on each side. Location of private gangways should be governed accordingly. In no case will a single gangway be allowed to block access to another vessel.
12. Marina may limit and govern all parking space in the Marina parking area. Vehicles parked in violation of parking regulations will be towed at the risk and expense of Boat Owner. Marina does not warrant the availability of parking.
13. If Boat Owner, or Boat Owner's agents, employees, crew or guests violate these Marina Rules, engage in disorderly conduct, or engage in conduct that creates a threat or injury to persons, property or the reputation of Marina, the Marina may terminate the License Agreement and may immediately cause the removal of the Boat at Boat Owner's sole risk and expense.
14. Boat Owner is responsible for damage caused by Boat Owner, his employees, guests, agents or boats to Marina's docks, structures and pilings.
15. No Wake Please!! Boat Owners are responsible for damage caused by the Boat's wake.
16. Boat Owners are allowed reasonable latitude regarding the care and maintenance of their Boats. However the Marina's experience indicates that the Marina must set some limits. Work above the rail or in the interior of the Boat may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by Marina employees or other boat owners, captains or crew. Other than employees or approved subcontractors of Marina, only Boat Owner's employees who normally operate the boat may perform work. Approval to perform work other than normal maintenance must be obtained from the Marina whose decision in these matters is final. Freelance labor or hourly workers are prohibited from working on the Boat at the Marina. Any Boat Owner desiring to use the services of others may do so by removing the Boat temporarily from the Slip and taking it to another firm's place of business. Hull repairs, major engine repairs/overhaul, sanding and painting, major carpentry/rebuilding projects are strictly prohibited! Approval to perform work other than normal maintenance must be obtained from the Dockmaster whose decision in these matters is final!
17. The Boat must be presented for dockage and maintained throughout free of hazards that may cause danger, or expense to Marina or to others. The Boat shall be maintained in an operable condition at all times. Boat Owner authorizes Marina to make repairs necessary to keep the Boat in an operable condition, which repairs will be charged to Boat Owner, upon Boat Owner's failure to do so; provided that Marina is not obligated or required to make such repairs.
18. Boat Owner shall make no alterations or modifications to any electrical outlet used for servicing the Boat with shore power. Shore power cords and connectors shall be compatible with the shore based electrical service outlet and shall comply with all applicable codes and regulations. Any questions about proper installation should be directed to Marina. In addition, Marina does not guarantee the continuity of electrical service where Marina provides such service to Boat.
19. Boat Owner is prohibited from using any Marina electrical outlets for the operation of any tools, including but not limited to power tools, battery chargers, welders, air conditioners, heating units.
20. Any arcing, sparking, disrupting or problems with electrical shore power to the Boat should be immediately reported to Marina. Boat Owner agrees to discontinue use of electrical shore power if arcing, sparking, or disruption of the shore power service occurs. Continued use of electrical shore power under such conditions as arcing, sparking, or disruption of service may result in fire.
21. Checkout time is 11:00 am, unless other arrangements are made with the Marina.
22. Before Boat Owner asks or permits Marina to move the Boat by forklift, travel lift, or otherwise, Boat Owner shall do the following:
  - A. Put trim tabs in up position
  - B. Put antenna down
  - C. Put engine up
  - D. Lower Bimini top or canvas covers
  - E. Put anchor light down
  - F. Properly install drain plugs
23. No fuel trucks may dispense fuel at the Marina, to a vessel.
24. Children under 12 years of age are not permitted on the docks without a parent or responsible adult present. (Non-swimmers or toddlers are requested to wear life jackets when on the docks or watercraft decks.)
25. The use of motorcycles, motor scooters, skateboards and bicycles is not permitted on Marina premises. Use of water scooters, jet skis and similar vehicles is prohibited in the Marina basin.
26. Boats coming into storage on trailers will be unloaded at no charge for storage. At the end of contract Boat will be loaded on the trailer for departure at no charge. All other trailer loads & unloads of this Boat will be charged by Marina.