



DOCKAGE LICENSE AGREEMENT FOR: _____

1) PARTIES: Cedar Marina, Inc. (hereinafter the 1ST PARTY), hereby reserves to the undersigned Boat Owner (hereinafter the 2ND PARTY) the use of space for the Boat identified below:

Boat Owner: _____	Boat Manufacturer: _____
Address: _____	Boat Type: _____
City: _____	LOA: _____ Reg. No. _____
State: _____ Zip: _____	Boat Name: _____
Home Phone: _____	Business Phone: _____
Cell Phone : _____	Email _____

2) PURPOSE OF AGREEMENT: This DOCKAGE LICENSE AGREEMENT is FOR THE USE OF TIE UP SPACE ONLY, and for the sole purpose of mooring the above identified Boat during the _____ season for only so long, however, as payment for said season is not in arrears.

3) USE FEE/SEASON: A season is the period beginning _____ and ending _____ of the year of this agreement. Payment in full of the USE fee shall be made at the time of execution of the agreement.

4) DEFAULT/PENALTY/LIEN: 2ND PARTY who remains beyond the date agreed upon in the USE AGREEMENT without the express WRITTEN permission of the 1ST PARTY or is in violation of any term of this agreement shall forfeit both all rights hereunder and all sums paid and shall be assessed a penalty of \$2 per foot per day, and, at the option of the 1ST PARTY, the Boat may be removed and stored or otherwise disposed of by the 1ST PARTY for the payment of all sums due the 1ST PARTY, including any other costs, Attorney's fees, etc. incurred by the 1ST PARTY in enforcing this agreement or collecting any sums due hereunder, which costs, fees and expenses shall be a lien upon the Boat. All such charges, costs, debts, etc. shall bear the interest rate of one and one half percent (1.5%) per month from the date payment is due or incurred.

5) LIABILITY OF PARTIES/INDEMNITY AGREEMENT: The 2ND PARTY holds harmless and agrees to indemnify the 1ST PARTY for damage to all personal property including the 2ND PARTY'S Boat and for personal injury to the person of the 2nd PARTY, his family, members, guests, agents, and others from the use of, or presence on or about, any of the property of the 2nd PARTY or others. The 2nd PARTY agrees the 1st PARTY is not, and shall not be responsible for, damages or loss caused by fire, theft, strikes, riots, or Acts of God which include all of the elements or any other causes while said vessel is in, entering or leaving, the Use of Space in the marina. The 2nd PARTY fully agrees and releases the 1st PARTY from any liability for loss or damage including any negligent acts or omissions by the marina or its personnel. The 2nd PARTY waives its rights of subrogation for a loss. 2nd PARTY also agrees the 1st PARTY assumes no liability for the condition of any Boat including the 2nd PARTY'S and that if 2nd PARTY, or others, are using, inspecting or performing any maintenance functions on 2ND PARTY'S vessel while it is at dock-side, on the marina property or otherwise, I and they do so at our own risk.

6) INSURANCE: The 2nd PARTY agrees to maintain all casualty and property insurance necessary to indemnify 1st PARTY for any losses to property or injury to person, naming the 1st PARTY a named insured on such policy and 2nd PARTY agrees to provide a copy a said policy to 1st PARTY upon request.

7) CONDUCT/RULES: The 2nd PARTY agrees that neither he nor his family, guests, agents, employees, etc., will create

a nuisance, disturbance or interfere with the operation of any of the 1st PARTY'S business or others rightfully on the property, and the said persons will comply with all of the rules posted by the 1st PARTY. Creation of a nuisance or disturbance and any such interference or any failure to comply with such rules, shall result in the immediate and automatic termination of this Use of Space and loss of all 2nd PARTY rights and privileges hereunder and the 2nd PARTY shall be in DEFAULT (see Paragraph 4 above).

8) 1st PARTY'S FACILITIES/EQUIPMENT: As to any facility or equipment of the 1st PARTY used by the 2nd PARTY, his agents, family, guests, or employees, it is understood and agreed that the 1st PARTY assumes no liability for personal injuries, property damage resulting from such use and the 2nd PARTY agrees to indemnify and hold the 1st PARTY harmless from any and all liability there from. The 2nd PARTY shall be personally liable for any damage to the said facility or equipment resulting from his use of same and their use by his agents, family, guests, or employees. The 2nd PARTY may NOT assume that the marina premises will be safe, sheltered anchorage or safe land storage during severe weather conditions.

9) NONRENEWABLE: This Use of Space agreement is NONRENEWABLE. A new written agreement must be executed by the parties for subsequent years, if 2nd PARTY'S slip remains available for rental. 2nd PARTY'S with Boats left on the property beyond the rental season without a new Use of Space shall be in DEFAULT (see Paragraph 4 above).

10) TITLES: The titles of the above paragraph are for the purpose of identifying said paragraphs only and no way limit the force and the agreement therein contained. Each term recited herein is severable and if any term is found to be unenforceable the remaining term remains in full force and effect.

11) RIGHTS OF THE 1st PARTY: When the Boat enters the marina, it immediately comes under the rules of the 1st PARTY and 2nd PARTY shall accept the slip assigned to it. Slips are assigned in accordance with, and subject to, such control or regulation as the 1st PARTY deems necessary and from time to time amends. This Use of Space and all privileges may be canceled any time by the 1st PARTY with or without cause. In case of cancellation without cause the 2nd PARTY'S sole claim against the 1st PARTY shall be for a proportionate adjustment of rent based upon the period of occupancy. The marina reserves the right to rent the slip whenever vacant and all revenues received from such rental shall inhere to the marina. If the 2nd PARTY sells or charters the Boat all rights to the berth are forfeited and the default provisions shall immediately take effect. The Boat shall be tied upon berths or as moorings in a manner acceptable to the 1st PARTY, or shall be removed from the marina; the 1st PARTY may so tie up the Boat and assess a service fee. The Boat shall be kept to the 1st PARTY'S satisfaction, in a seaworthy condition and shall not constitute a fire hazard or it may be removed from the marina by the 1st PARTY at the expense of the 2nd PARTY at the 1st PARTY'S discretion. The 1st PARTY may inspect the Boat at will, and, if water is removed, it shall be removed at the expense of the 2nd PARTY

12) PROHIBITED ACTIVITIES: No advertising or soliciting will be permitted on any Boat within the marina. No swimming, diving, scuba, fishing or crabbing will be permitted in the marina. No supplies, materials, accessories or debris shall be stored upon any walkway, nor shall any lock chests, cabinets, steps, ramps, or similar structures be kept thereon except with the written permission of the 1st PARTY. No refuse shall be thrown overboard, proper disposal of garbage and other debris shall be the responsibility of the 2nd PARTY. No outside contractors or service personnel shall be engaged to work on a Boat while docked in the marina without the written permission of the 1st PARTY and only during normal marina business hours. No electric stoves, open flames, barbecues, or heaters may be kept either on board or on the marina premises without the written permission of the 1st PARTY and additional Fee paid thereon and all such equipment must be reported to the 1st PARTY. Batteries may be charged with a marine USCG approved battery charger only. Gas tanks can not be filled by portable containers while Boat is moored in slip.

13) SLIP LOCATION ASSIGNMENTS: The 1st PARTY may at any time relocate or assign slips as necessary to accommodate length, electrical, beam, draft or any other reason deemed appropriate by the 1st PARTY.

14) ADDITIONAL TERMS: NONE.

I have read each of the 14 paragraphs of this Use of Space and understand and agree to all of terms of this agreement.

Signature: _____ Date: _____

Cedar Marina, Inc., By: _____

Frank Gulia - An Officer Duly Authorized

