



LIGHTHOUSE BOATYARD & MARINA SLIP RENTAL AGREEMENT

Owner and Vessel Information

4958 S PENINSULA DRIVE
PONCE INLET, FL 32128
PH 386.767.0683
FX 386.767-8814

OWNERS NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE YOU CAN BE REACHED WHILE YOUR VESSELL IS WITH LHBY: _____

ALTERNATE CONTACT / PHONE: _____

BUSINESS PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

VESSEL NAME: _____ HAILING PORT: _____

MAKE OF BOAT: _____ HULL L D. OR STATE REG: _____

LENGTH: _____ BEAM: _____ DRAFT: _____ BOAT TYPE: Sail or Power POWER: Gas or Diesel

ADDITIONAL SERVICES REQUESTED (fees will apply): Electricity: _____ 30 Amp _____ 50 Amp _____ Cable _____ Live Aboard

DATE OF ARRIVAL: _____ EXPECTED DEPARTURE: _____

CREDIT CARD #: _____ EXP DATE: _____ VERIFY CODE: _____

BILLING ADDRESS (if different from *above*): _____

INSURANCE POLICY CARRIER: _____ POLICY NUMBER: _____

Summary of Rules

1. Owner will provide proof of current and effective **liability insurance (\$300,000.00 min)** and name Daytona Aqua Safari Inc. d/b/a Lighthouse Boatyard & Marina ("Boatyard") as an additional insured in the policy for the vessel described above and will indemnify and hold harmless Boatyard and its officers, employees and agents from any costs, expenses, damages and against all claims, damage and liability that may be asserted by anyone.

2. The discharge into marina waters of oil or other petroleum products and untreated sewage is prohibited and all occurrences will be reported immediately to Florida Fish and Wildlife Conservation Commission, Department of Environmental Affairs and the United States Coast Guard.

3. Owner will advise the Boatyard of any contractors who will be working on the vessel and confirm that the contractor will contact the Boatyard office to supply proof of liability insurance and where applicable workmen's

compensation insurance prior to the commencement of any work. Furthermore, the owner is advised that the Boatyard collects a 10% commission on all work orders and owner must advise the contractor of this commission. All contractors must sign in and out at Boatyard's front office each and every time they come to work in the yard.

4. Owner accepts full responsibility for all guests and crew's actions and remains liable for any damages caused by the same. All guests are expected to act with the utmost respect for all other owners, their guests and property.

5. Violations of the rules and regulations, disorder, degradation or indecorous conduct by owner, or owner's employees, agents, or guests that may annoy or injure other persons, or cause damage to property, shall be cause for immediate removal of the vessel and termination of any rental agreement at the discretion of the Boatyard.

This agreement is an admiralty and maritime boat slip/space rental agreement under the General Maritime Laws, Statues; and Codes of the United States of America between Daytona Beach Aqua Safari Inc. d/b/a Lighthouse Boatyard and Marina and the undersigned vessel owner. The terms of the wet slip/space rental agreement approved by the current ordinance (a copy of which is on file in the Harbormaster's office) are incorporated herein by reference. Undersigned has read and understands the above rules and acknowledges that the above is part of the full schedule of "Rules and Regulations" available to undersigned and undersigned agrees to said "Rules and Regulations" Further, this agreement is subject to the terms and conditions on the reverse side. In executing the agreement, the undersigned acknowledges that he or she has read, understands, and agrees to the terms and conditions. The undersigned authorizes Boatyard to charge the above credit card for the goods and services agreed to by the undersigned or the undersigned's agent and for any extra work that the undersigned or the undersigned's agent may authorize.

OWNER SIGNATURE: _____ DATE: _____

TERMS AND CONDITIONS

1. Definitions. "Owner" means the vessel owner set forth in the slip rental agreement. "Boatyard" means Daytona Beach Aqua Safari, Inc. d/b/a Lighthouse Boatyard & Marina, Ponce Inlet, Florida.

2. Payment. Payment must be paid in full by cash, check, or electronic payment payable to Lighthouse Boat Yard, or by credit card on the first day of each month for which the agreement applies. Credit cards billed monthly will be processed on the 5th of each month. Any agreement entered into prior to the first day of a month will be prorated thereto. If vessel is not removed at end of rental period, the published daily transient slip rental charges will be added to the vessel for each day the vessel remains at Boatyard. LHBY will impose a \$50.00 fee for returned checks and/or a \$25.00 fee for declines credit cards. All overdue invoices will have a \$25.00 late fee added as well as accrue interest at a rate of 18% annum.

3. Maritime Lien. This Agreement is an admiralty and maritime agreement under the general maritime laws, statutes, and codes of the United States of America. Boatyard provides storage and repair services to the Owner on the basis that the Boatyard relies on the financial credit of the vessel. Boatyard shall have a maritime lien against the described vessel, her appurtenances and contents for sums due for work performed, slip/mooring/space rental, and for injury or damage caused or contributed to by the Owner or Owner's agents or employees, including but not limited to damage to or for piers, docks, wharfs, personal injury or death, other vessels, pollution by oil or its derivatives, sewage or other hazardous material, loss by sinking, fire or other losses.

4. Release, Limitation on Liability; No Bailment. This agreement is to provide slip rental. Owner agrees and understands that this agreement does not create a bailment, nor do the parties intend to create a bailment of the vessel. At all times, dominion and control over the vessel shall remain with Owner. Owner releases and discharges Boatyard and Boatyard's owners, shareholders, agents, and employees from all claims, causes of action, and liability for damages, injuries and losses of any kind arising out of this agreement, the work on the vessel, or the presence of the vessel at Boatyard. Owner further agrees that Boatyard shall not be liable (1) for damage to the vessel; (2) for the care or protection of the vessel, including her gear, equipment and appurtenances; (3) to Owner or Owner's employees, agents, or invitees for any injury or damage to person or property caused by any act or omission of Boatyard or Boatyard's employees or agents; (4) for the acts or omissions of any other vessel owner or party; (5) for the condition of the piers or vessel stalls or other Boatyard's property; (6) for fire, theft, rain storm, electrical surge or malfunction, or Acts of God; and (7) for damage or injury resulting from any act, omission, carelessness, or negligence of Boatyard or Boatyard's employees or agents.

5. Use of Boatyard and Equipment. Owner understands that no professional labor services, (for example mechanical, fiberglass, or electronic repair work) will be allowed onto Boatyard's property unless approved by the Boatyard in advance, a certificate of insurance is filed in the Boatyard's office prior to starting work and a commission in an amount equal to 10% of the amount billed to Owner is paid to Boatyard by such service or contractor. Owner will present to Boatyard a copy of an insurance certificate or insurance policy demonstrating that the vessel is insured, with full marine and liability coverage, with limits no less than \$300,000. Owner and Owner's contractors must supply proof of workers' compensation insurance covering their employees or State of Florida Exemptions for officers. All contractors must sign in and out at Boatyard's front office. Further, Owner shall be liable to Boatyard for any damage to Boatyard property and equipment caused by Owner,

or Owner's agents, employees, contractors or guests. Owner authorizes Boatyard to charge Owner's credit card for any such damage to Boatyard's property and equipment.

6. Indemnification. Owner agrees to protect, indemnify, and hold harmless Boatyard and Boatyard's agents, employees, owners, and shareholders from and against any and all claims, demands, damages, suits, losses, attorneys fees, liability awards, judgments, and expenses of any nature for damage to property or for damage to any person or persons resulting from or in any way arising out of the use or occupation of the Boatyard facilities or premises, or acts, omissions, carelessness, or negligence of Owner or Owner's employees, agents, contractors, or invitees while on the premises of Boatyard.

7. Assumption of Risk. Owner understands that taking part in boating can be hazardous and involves the risk of personal injury and/or death. The risks and dangers of the activity include, but are not limited to: changing weather or water conditions; debris; tides; currents; wake action; slips; falls; collisions, including but not limited to, collisions with other participants, boats, watercraft, and other manmade and natural objects; weather conditions; capsizing; sinking; exposure to elements; drowning; marine and other wildlife; equipment failure and/or defects; operator error, mental distress from exposure to any of the above; and negligence of others. Owner acknowledges that this list of dangers and risks is not complete. Owner understands the nature of the activity and voluntarily chooses to participate in the activity of boating knowing the dangers and risks

8. Waiver of Subrogation. Owner's insurer shall have no subrogation rights against Boatyard for any damage, injury, or loss sustained by Owner or Owner's vessel, agents, or employees arising out of this agreement.

9. Sinking Boats. Owner shall ensure that the vessel is pumped free of water and is not in danger of sinking. Although Boatyard has no responsibility to do so, Boatyard may, at its discretion, pump water from the vessel if it is sinking. Owner agrees to reimburse Boatyard for any expenses associated with said pumping. Further, although Boatyard has no responsibility to do so, Boatyard may, at its discretion recover a sunken vessel. Owner agrees to reimburse Boatyard for any expenses associated with said recovery.

10. Sewerage Pump Out; Discharge. Owner shall ensure that all sewerage, oil, gas, refuse or other debris is disposed of properly. In the event Owner or the Owner's employees, agents, contractors or invitees causes or allows discharge of any sewerage, oil, gas, refuse or other debris, the Owner shall be responsible for notifying all appropriate government agencies including Florida Fish and Wildlife Conservation Commission, Department of Environmental Affairs and the United States Coast Guard and any expenses associated with cleaning or restoration.

11. Entire Agreement. This agreement shall constitute the entire contract between Owner and Boatyard. No alterations, modifications, and/or amendments of this agreement shall be binding against Boatyard unless in writing and duly signed by Owner and Boatyard.

12. Non Waiver. Failure of Boatyard to enforce any provision in this agreement or in the rules shall not be a waiver of Boatyard's right to enforce the same provisions or any other provisions of this Agreement or rules.

13. Venue. This agreement shall be construed under and in accordance with the laws of the State of Florida. The venue for any dispute arising hereunder shall be resolved in Volusia County, Florida.

The undersigned acknowledges that he or she has read, understands, and agrees to the above terms and conditions.

OWNER SIGNATURE: _____

DATE: _____

