



DOCKS ON FIFTH MARINE ASSOCIATION RULES AND REGULATIONS FOR OWNERS

1. MARINA RULES: During the term of this Agreement, OWNER agrees to abide by and be bound by the Docks On Fifth Marine Association Inc. ("DOCKS ON 5TH") Marina Rules (a copy of which has been made available to OWNER who has read and understands them). Failure to abide by the Marina rules will result, at DOCKS ON 5TH's discretion and without prior notice, in the termination of this Agreement.

2. RESTRICTIONS:

- a. No fueling facilities
- b. No boat repairs or maintenance at the slips
- c. No liveaboards
- d. No nuisances or illegal operations
- e. No racial or other discrimination
- f. No gambling vessels
- g. No restaurants on the slips
- h. No fuel storage and no refueling activities without Board approval
- i. No discharge of liquids or refuse into the water other than ordinary bilge discharge which does not contain fuel, detergents, lubricants or petroleum products
- j. No modification of wet slips such as canopies or lifts without Board approval
- k. No fish cleaning

3. INDEMNIFICATION: DOCKS ON 5TH does not assume and is not delegated the care, custody or control of the vessel. The OWNER agrees to hold DOCKS ON 5TH harmless from any and all losses of any nature and/or damages, including consequential damages, made by anyone arising from the dockage of the OWNER's vessel, including, but not limited to, the following:

- a. Every expense and liability arising out of any personal injury, property damage, or contamination allegedly caused directly or indirectly from the dockage of the OWNER's vessel or by any malfunction, defect or other failure in the vessel covered by this Agreement.
- b. Any and all losses of every nature arising out of any circumstances beyond the control of DOCKS ON 5TH, including, without limitation, fire, water, wind, storm, hail, lightning, earthquake, or other acts of God, theft, vandalism and laws imposing liability on the part of DOCKS ON 5TH without fault; and

c. Any damage to DOCKS ON 5TH property or equipment caused by the OWNER, his/her guests, employees, agents, or his/her equipment.

4. REQUIRED COVERAGE BY OWNER: Each OWNER agrees to maintain a full marine insurance package, including hull coverage, for the full insurable value of the vessel, indemnity and liability coverage with a minimum \$300,000 combined single limit, insuring for bodily injury and/or physical damage, including pollution cleanup, arising out of the use and occupancy of the DOCKS ON 5TH facilities, and naming the DOCKS ON 5TH as an additional insured therein. Commercial OWNERS additionally are required to provide crew coverage for on-water operations, and USL&H for land-based operations, with \$1 million minimum limits.

5. HURRICANE WAIVER: The OWNER does hereby release, discharge and hold harmless DOCKS ON 5TH for any and all loss, injury, damage or destruction which may occur to the vessel as a result of any hurricanes or other inclement weather or any other act of God over which DOCKS ON 5TH has no control. The OWNER understands that forces of nature and other uncontrollable weather patterns from time to time may occur and that DOCKS ON 5TH has no present ability to guard or protect against inclement weather.

6. MISCELLANEOUS: DOCKS ON 5TH shall have the right to move OWNER's vessel for any normal operation or function and to raise, salvage, and clean up, at OWNER's risk and expense in the event the vessel sinks or becomes a risk of fuel spill.

7. GOVERNING LAW: This Agreement is made in, and shall be governed by, the laws of the state of Florida.

8. DEFAULT/BREACH: Should OWNER breach this Agreement by failing to make any required payment of rent, keep the vessel insured, abide by the DOCKS ON 5TH's rules or otherwise default under the term of this Agreement, DOCKS ON 5TH may resort to all legal and equitable procedures and remedies to enforce its rights under this Agreement, including imposing a lien under Florida Statute §713.78

9. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. It may not be modified, except in writing signed by both parties.

10. SEVERABILITY: If anyone or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way, unless the inoperative provisions are so material to the Agreement that any of the parties would not reasonably have entered into this Agreement without them.

OWNER _____ DATE _____