

**Dania Beach Marina Corp Hurricane Storage Contract**

**90 Bryan Rd, Dania Beach. FL 33004**

**(954) 920-5595**



DANIA BEACH MARINA CORP SLIP/ SPACE  
STORAGE AGREEMENT

VESSEL NAME \_\_\_\_\_

REGISTRATION # \_\_\_\_\_

LOA \_\_\_\_\_ BEAM \_\_\_\_\_

VESSEL MAKE \_\_\_\_\_

MODEL \_\_\_\_\_ YEAR \_\_\_\_\_

HULL# \_\_\_\_\_

SLIP# \_\_\_\_\_ LOCATION \_\_\_\_\_

Credit Card Type.

Amex    Visa    MC    Discover    Other

TENANT
OWNER
ADDRESS
CITY/STATE/ZIP
PHONE
E-MAIL
EMERG.ALT.CONTACT
INSURANCE# &EXP DATE

Card	CC# _____
EXP	_____
ccs	_____ Amex digits _____

Payment Terms & Conditions

The storage quote furnished below is based upon the information herein and is subject to adjustment as determined and verified by the execution of a Hull Inspection Report, which shall become part of this agreement. All rates are based upon the currently effective rate schedule, are subject to change with 30 days' notice.

**BOAT STORAGE SPACE**

Hurricane storage minimum 10 days

Daily: \$5.00 per ft. for Hurricane Storage

Transit Rate is \$3.50 per ft.

Storage rate -----

**Reservation fee non-refundable \$500.00**

TERM:  YEAR     HALF     Daily

This agreement between Dania Beach Marina Corp and Tenant/Owner(s) certifies that the information, terms and conditions on the front and the back of this complete agreement and it has been read and is fully understood and agreed. Tenant/Owner(s) acknowledge receipt of a copy of this agreement front and back, the current effective rate schedule and the rules and regulations of the Marina.

**Tenant/Owner** \_\_\_\_\_

**Date** \_\_\_\_\_

Tenant/owner agrees to pay Dania Beach Marina Corp in advance the first month's STORAGE FEE and a security deposit. Tenant/owner also agrees to pay Dania Beach Marina Corp on or before the first day of each subsequent calendar month for all slip/space STORAGE fees charged or incurred by the tenant/owner at the Marina. A late fee of 10% of the total monthly charges is imposed on balances not paid by the 5<sup>th</sup> and a 1.5% per month finance charge will be assessed on all unpaid balances over 30 days. The security deposit shall be forfeited if tenant/owner fails to complete the full term of this agreement and/or fail to give Marina 30 days' notice prior to termination. In the event any fees are not paid within 30 days they become due, the Marina shall at its sole option have the right to change to the **transient rate of \$3.50 per foot /day** and all amounts due hereunder shall be thereafter bear an interest of 1.5% per month. Any unpaid amounts hereunder shall constitute a lien against the vessel, its engines, tackle, apparel and contents. If any unpaid balance is delinquent then the Marina may bring a in rem action against the vessel or proceed with the non- judicial sale of the vessel, pursuant to the provisions of the Florida statutes. Tenant/owner shall be responsible for any deficiency due to the Marina including any and all reasonable attorney fees, costs, and all other expenses and charges incurred by the Marina as a result of enforcing this or any other provision of this agreement. Work in the storage is regulated, outside contractors must comply with insurance and marina regulations and daily fees apply.

# CONTRACT TERMS & CONDITIONS

1. The Marina shall retain the right in its sole discretion to designate the slip/space. Every effort shall be made to assign Tenant/Owner the slip/space requested; however, the rights of other tenants/owners and the Marina's business judgment shall also be relevant factors in the assignment of the slip/space.
2. Marina reserves the right to refuse to rent a slip/space to any person or vessel for any reason not prohibited by law.
3. Tenant/Owner agrees to be bound by the posted Marina Rules & Regulations as they may exist from time to time.
4. If Tenant/Owner desires to dock a vessel other than the Vessel in this Agreement, he/she must obtain the written permission of Marina and pay any additional charges.
5. Only the Tenant/Owner identified in this Agreement shall be permitted to enter or operate the Vessel in the Marina, unless otherwise stated on the face of this Agreement.
6. Safety and protection of the Vessel is the sole responsibility of the Tenant/Owner. Tenant/Owner releases Marina from any liability for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other events beyond the control of Marina.
7. It is understood and agreed that this **agreement DOES constitute a bailment**. Customer does not have custody of, control of, or access to the vessel or its contents.
8. Marina does not guarantee that electrical service shall be continuous, and Marina shall not be responsible for any losses caused by any interruption of power or other utility services.
9. Use of any open flame device, toxic chemical or any other hazardous equipment or supplies in the docking area is prohibited.
10. Tenant/Owner shall use the docks and attached facilities for reasonable and typical boating activities. Tenant/Owner shall keep the dock area clear of all gear, tackle and other obstructions. Tenant/Owner agrees not to dispose of waste or trash (including treated or untreated sewage from heads of holding tanks) in the harbor or docking area. Tenant/Owner shall not cause or allow damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility.
11. This Agreement shall be in full force and effect, unless terminated under any of the following conditions: (a) by destruction of the slip/space by fire, storm, act of God, act of government, act of third party or other calamity, (b) by breach or default of the terms of this Agreement or subsequent agreements, (c) by breach of the warranties or agreements contained herein. Upon expiration of the original term of this Agreement as stated on the face of the Agreement, this agreement shall be automatically extended month to month, unless either party gives the other written notice of intent not to extend which written notice shall be given not less than thirty (30) days prior to the expiration of term as may then exist.
12. **Tenant/Owner shall not remove the Vessel from the slip/space until all charges have been paid in full.**
13. If the Tenant/Owner fails to pay rent or other sums due pursuant to the terms of this Agreement when those sums are due, or fails to remedy any other breach of this Agreement, and the Marina retains any attorney to represent its interest or assist it in enforcing the terms of this Agreement (regardless of whether litigation is initiated), then the Tenant/Owner shall pay the Marina, in addition to any other sums due hereunder, the Marina's reasonable attorney's fees and costs incurred by the attorney. As used herein attorney's fees shall include any attorney's fees incurred in any bankruptcy proceeding filed by or against the Tenant/Owner. For purposes of this Agreement, attorney's fees shall be deemed additional rent, shall be due on the first day of the month following the Marina's incurring attorney's fees, and shall be secured by a lien upon the Vessel, its engines, tackle and apparel and contents.
14. If Tenant/Owner fails to remove in a timely manner the Vessel and equipment from the slip/space at the termination of this Agreement, slip/space rental shall accrue at the transient rate of \$3/foot/day and in that event Marina is authorized to move the Vessel and equipment to another location and re-let the slip/space or pursue any other remedy available under law.
15. Tenant/Owner agrees to maintain in full force and effect during the entire term of this Agreement a full marine insurance package (hull, indemnity and pollution coverage in an amount not less than \$300,000 per occurrence) covering the Vessel. The Marina shall be named as an additional insured on all required insurance, with a waiver of subrogation, and Tenant/Owner shall provide a copy of the endorsement to Marina. The parties agree to look solely to the Tenant/Owner's insurance regardless of negligence of the Marina, its agents, servants or employees. The Tenant/Owner for himself, his successors, insurers and assigns hereby releases and agrees to indemnify and hold harmless the Marina, its successors and assigns from and against any and all liability for personal injury, loss of life and property damage arising out of the ordinary negligence of the Marina, its employees and agents or tenants of the Marina in connection with the Marina or the use of the slip/space. This release and discharge shall cover without limitation any loss including damage resulting from Marina's employees docking, lifting or hauling the Vessel, marina equipment failure, vandalism, theft, fire, hail, low-water, high-water, wind, collision, ice rain or any act of God.
16. In an emergency situation, Marina shall be permitted to move the Vessel to a safer location if possible. Provided, however, Marina shall not be required to provide this service. In the event such service is provided Tenant/Owner will be billed at Marina's prevailing rate for the service rendered and Tenant/Owner shall be required to pay all costs incurred by Marina on Tenant/Owners behalf. Tenant/Owner shall indemnify and hold the Marina safe and harmless from any and all liability, injury, loss or damage caused by or resulting to the Vessel due to any emergency situation.
17. Painting, scraping or repairing of the Vessel or its gear shall not be permitted on the docks or finger piers. Tenant/Owner may not affix or attach screws, nails, bolts or other objects, any article, fixture or equipment to the dock or piling without prior written permission of the Marina.
18. The Marina reserves the right to amend, make rate changes, and make additions to, or deletions from this Agreement from time to time. Notice of said changes shall be made in monthly newsletter by mailing a copy, U.S. Mail postage prepaid or hand delivery to the Tenant/Owner at the address given on this Agreement. If the Marina changes the rate charged for the slip/space, the Tenant/Owner may terminate this Agreement by giving notice in writing to the Marina, within thirty (30) days of the effective date of the charge.
19. The Marina shall not be liable for any loss, damage, detention, delay or failure to perform, in whole or in part resulting from causes beyond the Marina's control including, but not limited to, fire, storm, strikes, insurrections, riots, embargoes, and shortages, delays in transportation or requirement or requirement of any civil or military authority or acts of God.
20. Subleasing of slips/spaces, transfer of boats between slips/spaces or from one slip/space to another slip/space, is not permitted. No Tenant/Owner shall allow any Vessel other than the Vessel named in this Agreement to occupy the slip/space granted under the terms of this Agreement. Tenant/Owner agrees that Marina may move the Vessel from a particular slip/space to any other slip/space as Marina deems necessary.
21. Tenant/Owner's violation of any City Ordinance, State or Federal laws or any regulations of City, Federal or State agencies or failure to pay rental and/or other charges or failure to abide by the Marina rules, shall be cause for the Marina to terminate this Agreement without notice.
22. If at any time it shall become necessary for either party to serve any notice or demand, it shall be deemed sufficient if sent by hand delivery or by United States Certified Mail to the address of the party shown on this Agreement or at such other address as either party may here after direct in writing by notice to the other.
23. The parties agree that time is of the essence, that this Agreement shall be governed by Florida law and any dispute shall be brought in Broward County, FL to the exclusion of all other jurisdictions.

Signature \_\_\_\_\_