



Fleming Island Marina

Lat 30 08.758' N Long 81 41.961'W

3027 Highway 17 Orange Park, Florida 32003 904-269-0027



Slip Rental Agreement and Marina Rules

Owner _____ Boat Name _____

Address _____ Boat Year _____ Mfr _____ Model _____

City _____ Length Overall _____ Beam _____ Draft _____

State / Zip _____ Insurance (need copy) _____

E-mail _____ FL # or USCG Doc # _____

Phones / Cell _____ Bus _____ Hm _____ Boat combo lock # _____ or spare key left in office _____

Rates

___ 12 Month Lease -- \$8.30 per ft ___ Month-to-Month -- \$9.80 per ft ___ Daily -- \$1.50 per ft

Monthly Electrical -- \$35.00 per 30 amp cord per month Daily Electrical -- \$7.00 per 30 amp cord

Credit Card Information

..... Visa Master Card

Card number _____

Expiration date _____ CIP Code _____ (3 digit code on back)

Pay By: ___ Credit Card ___ Check

\$ _____	Slip rental
\$ _____	Electrical
\$ _____	Other
\$ _____	Subtotal
\$ _____	Sales Tax
\$ _____	Total Due ^{1st} of each month

Owners Signature _____

Date _____

Fleming Island Marina _____

Date _____

Pursuant to Florida Statute 328.17 Fleming Island Marina, is authorized to sell the above vessel, her appurtenances and contents, at a non judicial sale in the event of non-payment of the account. Notice shall be sent to the owner at the above address. The owner shall be responsible for providing Fleming Island Marina with written notification of any change of address.

Office Use

Slip Number _____ Customer # _____ Boat # _____ First Billing Date _____

Fleming Island Marina. SLIP/SPACE RENTAL AGREEMENT

This agreement entered into for the sole consideration stated between Fleming Island Marina., hereinafter called "FIM", and the undersigned vessel owner, its agents or employees, hereinafter called "OWNER". On behalf of FIM and OWNER it is mutually warranted, covenanted and agreed as follows:

1. That this is an Admiralty and maritime Slip/Space Rental Agreement under the General Maritime Laws, Statutes and Code of the United States of America.
2. That FIM provides the slip/space rental to OWNER on the basis that FIM relies on the financial credit of the vessel. FIM shall have a maritime lien against the above described vessel, her appurtenances and contents for sums due for the slip/space rental, services provided to said vessel, injury or damage caused or contributed to by the vessel or OWNER, including, but not limited to, damage to pier, piling, docks, wharf, personal injury, damage to other vessels, pollution by sinking, collision, fire, or other losses. It is further agreed that service provided by FIM to OWNER or OWNER'S vessel are in furtherance of navigation of said vessel and in furtherance of waterborne use, whether such services are performed ashore or afloat.
3. The vessel OWNER and the vessel will indemnify and hold harmless FIM for the consideration herein set forth, from any cost, expenses, damages or liability that may be asserted by anyone due to:
 - (a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said OWNER'S vessel, or on the premises of FIM or to personal property of others on the vessel on FIM premises; and
 - (b) Any personal injury, death or illness arising from the occupancy of, or use of FIM premises or facilities, where such injury or damage is caused, in any part regardless of how slight, by the acts or omissions of the vessel owner, his agents, servants, invitees or employees; and
 - (c) Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by vessel OWNER, his agents, servants, invitees or employees.
4. This agreement is to provide a slip/space rental. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space by vessel OWNER for his vessel. There is neither temporary nor permanent dominion, or control exercised over said vessel by FIM but said control is to remain in vessel OWNER at all times. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. FIM shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances, at any time.
5. The vessel OWNER covenants and agrees that he has in full force and effect a third party liability policy, also known as P.I. policy. OWNER shall provide FIM with proof of such coverage in the form of a Certificate of Insurance which names Fleming Island Marina as 'Additional Insured'. It shall be the responsibility of the OWNER to maintain this Certificate as current. Coverage shall not be terminated without at least 30 days written notice to FIM.
6. It is the full responsibility of the boat OWNER to make arrangements for safety and protection of his boat and appurtenances. This Agreement shall be in full force and effect, unless terminated under any one of the following conditions:
 - A. By destruction of the slip/space facilities by fire, storm, acts of God, acts of Government, acts of third parties, or other calamity;
 - B. In the event OWNER shall make a bona fide sale of the boat listed in the Agreement, and/or remove the boat to another mooring after notification to FIM and payment of all accrued charges;
 - C. By breach or default of the terms of Rules and Regulations as provided in paragraph 8 below set forth in "Exhibit A" or subsequent amendments, and as solely determined by FIM;
 - D. By termination in writing upon thirty (30) days notice by FIM; Annual leases terminated early by vessel owner are subject to payment of any months remaining on lease term, unless waived by FIM.
 - E. By breach of the warranties or Agreements contained herein, said breach to be solely determined by FIM
7. OWNER agrees to comply with all posted rules and regulations herein attached hereto and marked "Exhibit A" as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules or regulations occur, this rental Agreement shall terminate immediately at the option of FIM. OWNER agrees that upon such violation FIM. may immediately remove the boat without notice to OWNER from her mooring slip or space at the OWNER'S risk and take possession of the mooring slip or space.
8. Fleming Island Marina, shall not be responsible or liable to Owner or to Owner's Guests or Invitees for any damage, loss or injury (including but not limited to property damage and damage to the vessel itself) unless the damage, loss or injury arises out of the intentional and willful acts of Fleming Island Marina, Fleming Island Marina shall not be liable or responsible to Owner or to Owner's Guests or Invitees for Fleming Island Marina's negligent acts or omissions. In no event shall Fleming Island Marina, be responsible or liable to Owner or to Owner's Guests or Invitees for special, consequential or incidental damages.
9. This document with Exhibit "A" attached hereto constitutes the entire agreement between the parties. There can be no assignment by either party without the full consent and knowledge of the other party and such consent will not be unreasonably withheld. Should there be waiver of any conditions by FIM, this shall not be deemed to be a continuing waiver.

In the event of any breach hereunder including but not limited to recovery in whole or in part for service or slip/space rental charges, in any Court, either in rem or in personam, the vessel OWNER hereby agrees to pay all Court costs together with attorney fees and interest and further that said vessel be responsible for such costs, fees and interest. Should a suit result against the vessel in rem, the vessel OWNER agrees and consents to have FIM appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshall may allow and direct.

Owner's Signature: _____

Date _____

MARINA RULES

Exhibit "A"

In the effort to provide an inviting atmosphere for all boat owners using space at Fleming Island Marina (hereafter referred to as FIM, the following rules and regulations are provided for the comfort and protection of all customers and their guests. Your cooperation in observing the following rules will be expected and appreciated.

1. **EMERGENCY:** Only pleasure vessels in good and seaworthy condition, and under their own power, shall be permitted to enter and remain in the slip/space. In the event that an emergency has occurred during the Owner's absence, FIM reserves the right but not the responsibility to take such action as it deems necessary and prudent to safeguard said vessel, its slip/space, adjacent vessels, or property of FIM. The Owner agrees to reimburse FIM for any and all cost it incurs on behalf of Owner's vessel in emergency situations.
2. **FIRES AND DANGEROUS CONDITIONS:** Only permanently attached propane grills may be used within the marina for outdoor cooking on the vessel. Causing or permitting charcoal fires or any other type of fire on the docks or in the immediate areas of any boat shall be a breach of these regulations. Owners will immediately correct any dangerous or hazardous conditions on their vessel upon notification of said conditions by FIM.
3. **STORAGE ON DOCKS:** Owners shall not affix, store or place supplies, bikes, equipment, dinghies, skiffs, accessories, decorative items, materials, or debris of any kind on piers, docks, pilings or seawall. Owners shall not construct or place any lockers, chests, storage cabinets or similar structures on piers, docks or seawall. Only approved dock boxes will be permitted. No loose items of any kind may be stored anywhere other than on the Owner's vessel. FIM reserves the right to remove any item to preserve the safety of the property and people within its responsibility.
4. **CORDS:** Only marine power cords are acceptable for shore to vessel connection, and must be maintained in safe working order. No modified power cords may be connected. All water hoses; phone cords and excess power cords must be maintained on the Owner's vessel or on a designated holder. Storage of these items will not be on the piers, seawall, docks, grass or sidewalks. Power cords and hoses may not be run across docks or piers.
5. **NOISE:** Noise shall be kept at a minimum at all times. Patrons shall use discretion when operating engines, generators, radios and television sets so as not to create a nuisance or disturbance to others. Socializing aboard the vessels or in the community area of the Marina must not cause a disturbance to other dock customers at any time.
6. **SWIMMING: Swimming in the Marina waters is strictly prohibited.**
7. **PETS:** All pets must be registered with FIM. Pets shall be under control at all times in accordance with local and state regulations and must be toileted off the Marina grounds. Owners are required to clean up after their pets immediately. At the sole discretion of FIM any pet deemed to be a nuisance may be required to be leashed or may be banned from FIM property.
8. **PARKING:** Owners will be allowed a parking space for access to the vessel. Long-term parking must be cleared with the marina office prior to leaving for any period past overnight. Trailers with/without boats may not be parked on company grounds. FIM reserves the full right to limit use of the parking area and to make parking changes for additional regularly used spaces or unused vehicles.
9. **GARBAGE AND WASTES:** Garbage, refuse or waste shall never be disposed of into the Marina's water. All garbage and waste shall be placed in containers supplied for that purpose. No person shall discharge oil, fuel, solvents or inflammable liquids into the Marina waters. It is the Owner's responsibility to ensure that bilges are kept free of fuel traces in order to prevent contamination of the waters. Bilges shall not be pumped while within the Marina waters. Waste oil shall be placed in the waste-oil tank provided for this purpose. Boat bottom cleaning can be accomplished by appointment through the Service Department for haul and proper disposal of marine matter. **Under no circumstances will an owner vacate a head or holding tank within the Marina waters.** FIM supports and complies with local and state regulations intended to keep the environment clean.
10. **COMMUNITY AREAS:** No personal items will be affixed to any FIM property. Personal items left in community areas and buildings will be removed. Community areas are for the use of all dockage customers and standards of cleanliness of surroundings and courtesy in behavior are expected. Dockage customers are responsible for the behavior of their guests.
11. **LIVE-ABOARDS:** No Owner shall, nor permit any other to, live aboard their moored vessel without the written consent of FIM.
12. **SIGNS AND ADVERTISING:** No "For Sale" signs or other signs shall be placed on the vessel or vessel slip/space without permission of FIM. FIM reserves the right to remove any non-approved sign from the vessel or slip/space without notice to the Owner. Similarly, the Owner shall not affix or attach by screw, nails, bolts, or any other object, any article, fixture, or equipment to the piers, docks, seawall or structures without prior written permission of FIM. Advertising of, or soliciting for, the sale or lease of the vessel, appurtenances, or property of whatever type shall not be permitted on any vessel nor shall the FIM address be used for personal or business purposes without the permission of FIM.
13. **SECURITY PERSONNEL:** FIM may employ security personnel for protection of Marina property. Security personnel are not responsible for Owner's property.
14. **ELECTRICAL OUTAGES:** FIM shall not held be responsible for electrical interruptions or outages or the results or damages there from.

Owner's Signature: _____

Date: _____

15. **HARBOR SPEED RESTRICTIONS:** Owners agree to limit their vessel's speed to 2 knots while within the Marina waters and the Marina entrance.
16. **CLEANLINESS OF VESSELS:** Vessel's topsides must be kept in a ship-shape condition at all times and no laundry, towels, bathing suits or other such items shall be hung on boats, piers or docks at any time.
17. **MAINTENANCE WITHIN THE SLIPS:** Painting, scraping or repair of gear shall not be permitted in the slip, on the docks, finger piers, sidewalks, or picnic tables. No pressure washing shall be done within the waters of the Marina. The extent of maintenance or repair work an Owner may perform on his vessel while within a slip shall be at the sole discretion of FIM. FIM encourages the use of biodegradable phosphate-free cleansers and environmentally safe methods of vessel maintenance and repair.
18. **OUTSIDE LABOR:** No outside labor or independent contractor's work is allowed unless permission is obtained from the Service Office. All outside labor must sign in at Service Office. Prior to commencement of work all outside labor or independent contractors shall provide proof of general liability insurance in the amount of \$1,000,000 each occurrence/\$2,000,000 aggregate and proof workers' compensation insurance. FIM reserves the right to stop any contractor or "do it yourselfer" from work which is harmful to the environment
19. **SERVICE YARD: The Service Yard is closed to all but FIM employees.** Due to liability and security this will be enforced. The ramp and pier located in the Service Yard will not be used for launch, retrieval or tie-up by anyone not employed by FIM.
20. **COMPANY EMPLOYEES:** Company Personnel are assigned tasks by their respective Department Managers. Booking time with company personnel for consultation may be accomplished in the Marina Office and will be invoiced at that Department's rate.
21. **COMPANY EQUIPMENT:** Company tools and equipment will not be loaned to anyone not a FIM employee.
22. **WEATHER SAFETY: Owner of the vessel accepts all responsibilities for the proper positioning, tie-up and checking of the vessel under all circumstances.** In the event of predicted foul weather approaching, FIM maintains a Foul Weather Response Plan. FIM reserves the right to remove any item from its piers, docks, seawall and community areas in order to provide for the safety of its property and that of others. Loose items belonging to the owner will be stowed on the Owner's vessel.
23. **CHECKING OUT:** Guests checking out of the Marina shall report to the FIM office and settle their account prior to departure. Owners shall notify the FIM office and pay all invoices owed prior to removing their boat permanently from FIM.
24. **SUBLEASING:** Renter shall not allow any vessel other than his own to occupy the slip/space granted him under the terms of this agreement, nor shall renter occupy any other slip/space without the express consent of FIM. Dinghies and Tenders will not occupy an additional slip without express written consent of FIM.
25. **EXTENDED CRUISES:** Owners of vessels leaving for an extended cruise are required to notify the FIM office with a written 30-day notice. The slip may be held until return by paying monthly rental. FIM Management reserves the right to use/rent all slips/spaces when vacant. Should a vacant slip be used by FIM for transient monthly rental, the Owner can be reimbursed ½ the slip rental paid to hold the slip. Transient vessels occupying an absent Owner's slip/space are required to move said transient vessel to another open slip/space immediately upon notice by FIM.
26. **DELINQUENT ACCOUNTS:** In the event the slip/space fees or other FIM charges have not been paid within thirty (30) days after the same shall become due, the FIM shall, at its sole option, have the right to change the rate from monthly to daily rate and all storage charges thereafter shall bear interest at the highest legal rate. After ninety (90) days of non-payment of amounts due, FIM will take necessary steps to collect said amounts due plus reasonable collection expenses.
27. **VIOLATIONS:** Violations of the above rules and regulations, disorder, depredations, or indecorous conduct by an Owner, his crew, agents or guest that might injure or annoy other persons, or cause damage to property shall be cause for immediate removal of the vessel in question and termination of the Agreement at the sole discretion of FIM. Violation of any City or County Ordinance, State or Federal Laws, or regulations of City, County, State or Federal agencies shall be cause for FIM. to immediately terminate this Agreement and exclude the Owner and his vessel from the Marina.
28. **CHANGE OF RULES AND REGULATIONS:** FIM reserves the right to amend or make additions to, or deletions from, the Rules and Regulations, as it deems necessary. Sufficient notice of said changes shall constitute mailing of one copy to the Owner to the address given on this Agreement.

I HAVE READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL OF THE TERMS THEREOF. I REALIZE THAT AS THE VESSEL OWNER, I AM PERSONALLY RESPONSIBLE FOR THE VESSEL AT ALL TIMES AND FULLY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Owner's Signature: _____ **Date** _____