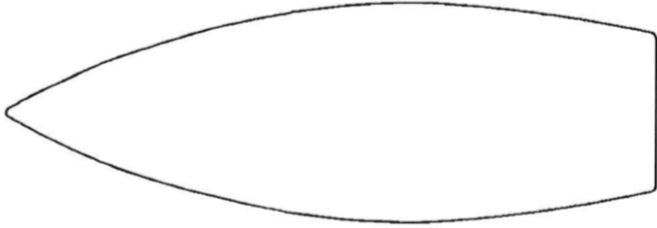




Slip License Agreement



MARINA USE ONLY				
SLIP ASSIGNMENT		DURATION DAY WEEK MONTH YEAR		AMENITIES
DATE OF ARRIVAL / /		TIME OF ARRIVAL <input type="checkbox"/> AM <input type="checkbox"/> PM		LICENSE RATE
DATE OF DEPARTURE / /		TIME OF DEPARTURE <input type="checkbox"/> AM <input type="checkbox"/> PM		SECURITY DEPOSIT
OWNER INFORMATION				
OWNER'S NAME (PLEASE PRINT)			DRIVER'S LICENSE #	STATE ISSUED
STREET ADDRESS			CITY	STATE ZIP CODE
HOME PHONE	BUSINESS PHONE	CELLULAR TELEPHONE	EMAIL ADDRESS	
EMERGENCY CONTACT INFORMATION				
EMERGENCY CONTACT NAME			EMERGENCY CONTACT TELEPHONE NUMBER	
VESSEL INFORMATION				
VESSEL NAME 30amp 2x30amp 50amp 2x50amp		<input type="checkbox"/> Power <input type="checkbox"/> Sail		VESSEL REGISTRATION # DOCUMENTATION #
LENGTH (INCLUDING BOW SPRIT, DAVITS, ETC.)	VESSEL NAME		INDICATE ON DIAGRAM THE LOCATION OF YOUR HOLDING TANK, DECK/THRU FITTINGS, FIRE EXTINGUISHER AND BILGE PUMP 	
BEAM	VESSEL COLOR			
DRAFT	VESSEL YEAR			
AMPERAGE	VESSEL TYPE			
BATTERY SWITCH LOCATION				
DINGHY INFORMATION				
DINGHY DOCK	DINGHY REGISTRATION NUMBER	DINGHY LENGTH (MAX 12')	DINGHY TYPE	DINGHY COLOR
VEHICLE INFORMATION				
MAKE	MODEL	COLOR	LICENSE #	STATE ISSUED
INSURANCE INFORMATION				
VESSEL LIEN-HOLDER	LEGAL OWNER (if different from Registered Owner)		NOTE:	
ADDRESS	LOAN #	PHONE NUMBER		
INSURANCE Marina	POLICY #	EXPIRATION DATE		
AGENT NAME	PHONE NUMBER	ALSO INSURED		

The vessel described above and that the Owner and I shall be responsible for compliance with all terms and conditions as stated in the current "Cape Crossing Marina Slip License Agreement" including, but not limited to, all associated dockage and mooring fees, insurance requirement of \$300,000 general liability insurance including salvage/environmental cleanup and maintaining vessel operability.

I acknowledge that I have read the entire Cape Crossing Marina Slip Agreement, fully understand all of the terms contained in that document, ratify and do accept the terms and provisions. of the Agreement and agree to be bound by those terms.

I agree to abide by all of the terms and conditions of the "Cape Crossing Marina Slip License Agreement." The Slip License Agreement includes policies which may be changed without notice. I further acknowledge and understand that it is my responsibility to obtain and follow said policies as stated in the latest issue of same. I understand that a current copy of the "Cape Crossing Marina Slip License Agreement" is available from the Marina Office or at www.capecrossing.com on a daily basis.

Canal Dock Customers: Due to local conditions, there may be opposing winds and tidal currents and marine traffic wake. When these conditions are present, the dock and other vessels may come in contact with your vessel. The Cape Crossing Marina is not responsible for any damages or failures resulting when these conditions exist.

DURATION OF AGREEMENT: (please initial the applicable box)

ANNUAL

_____ The term of this Agreement shall be for one year beginning with the date first above written in the upper left-hand corner of the first page of this Agreement.

- A. Upon the expiration of the 12 months, and each anniversary date thereafter, this Agreement shall automatically renew for an additional one year term at the current posted annual dockage rate unless otherwise earlier terminated in accordance with this Agreement.
- B. After the initial one-year term, this Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice.**
- C. Notice of intent to terminate any renewal of this Agreement must be submitted a minimum of (30) days prior to the expiration of the initial or proceeding term of this Agreement.
- D. If Boat Owner terminates this Agreement after the renewal date, Marina will charge Owner a Termination Fee equal to the lesser of (i) three months of Owner's dockage at current annual rate or (ii) what Owner would owe if the Agreement were accelerated.
- E. Notice of intent to terminate this Agreement by the Marina shall be sent to the address stated above and notice of intent to terminate this Agreement by Boat Owner to the Marina shall be delivered to the Marina office at 290 Marine Harbor Drive, Merritt Island, FL 32953.

MONTHLY [1 Month]

_____ The term of this Agreement shall be for thirty (30) days beginning with the date first above written in the upper corner of the first page of this Agreement.

- A. Upon the termination of each thirty (30) day term, this Agreement shall automatically renew for an additional thirty (30) day term unless otherwise earlier terminated in accordance with this Agreement.
- B. After the initial thirty (30) day term, this Agreement may be terminated by either party, with or without cause, upon fifteen (15) days prior written notice.**
- C. Notice of intent to terminate this Agreement by the Marina shall be sent to the address stated above and notice of intent to terminate this Agreement by Boat Owner to the Marina shall be delivered to the Marina office at 290 Marine Harbor Drive, Merritt Island, FL 32953.

DAILY [1 DAY]

_____ The term of this Agreement shall be for the days beginning with the date (Arrival) and end with the departure date written in the upper section of the first page of this Agreement.

- A. Upon the completion of the agreed term, this Agreement shall automatically renew for an additional one (1) day term unless otherwise earlier terminated in accordance with this Agreement.
- B. After the initial Arrival/Departure term, this Agreement may be terminated by either party, with or without cause, upon six (6) hour prior notice.**
- C. Notice of intent to terminate this Agreement by the Marina shall be given to the boat owner stated above and notice of termination by Boat Owner to the Marina shall be delivered to the Marina office at 290 Marine Harbor Drive, Merritt Island, FL 32953.

LICENSEE SIGNATURE

DATE

Marina Attendant: _____

SLIP LICENSE AGREEMENT:

As used herein, "Licensee" shall mean the vessel owner, his/her/its directors, officers, agents, guests, employees, personal representatives, heirs and assigns. "Cape Crossing Marina LLC and Harbor Square LLC" and "Marina" shall be used interchangeably and shall mean the Cape Crossing Resort and Marina and all associated uplands, docks, buildings, facilities, Docks or submerged land owned or leased or otherwise under the management the Cape Crossing Marina LLC and Harbor Square LLC. "Vessel", is synonymous with boat as referenced in s. 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation of water.

This agreement is made and entered into on this date between the Cape Crossing Marina LLC and Harbor Square LLC (the "Marina" or "Marina") and the person whose name and address is shown as Owner (the "Licensee") on the Customer Information Form and is an Admiralty and Maritime Ship/Space Rental Agreement under the General Maritime Laws, Statutes and Codes of the United States of America. Licensee agrees to provide written notice of any change in any of the information furnished by the Licensee within ten (10) days of such change. If a new Slip License Agreement is not completed by the Licensee within the 10 days provided, the terms and conditions of the existing Slip License Agreement shall stay in effect including any revisions or updates. The requirement and provision for \$300,000 General Marine Liability insurance coverage naming "The Cape Crossing Marina" as additional insured shall also remain in effect.

This agreement does not create a bailment of the vessel nor do the parties intend to create a bailment of the vessel. This agreement creates a license for the simple use of a slip/dock space by vessel Licensee for his/her vessel. A slip license neither constitutes, conveys or establishes in any meaning or manner a landlord/tenant relationship. A licensee may be on his vessel for any amount of time deemed necessary or desired however, no residency shall be established and is strictly forbidden at this marina.

There is neither temporary nor permanent dominion nor control exercised over said vessel by Marina, but said control is to remain in vessel Licensee at all times. This agreement is for the use of space only and such space is to be used at the sole risk of Licensee. The Marina shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time. Licensee acknowledges that he/she has inspected the berthing or dock space and is satisfied that it is safe and suitable for use. Licensee further agrees that he/she has examined the Marina premises to his/her satisfaction prior to the execution of this License Agreement and is satisfied with the physical condition of the premises and agrees that the premises are in a safe condition and in good repair.

RELEASE OF LIABILITY AND INDEMNITY: Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives and assigns, and each of them, hereby expressly releases and forever discharges the Cape Crossing Marina and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss regardless of how slight, including loss of life, or damages to person or property, including, but not limited to, damages caused by the Marina's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, where negligent or intentional, This release of liability and indemnity provisions expressly applies to property loss of any type, property damage due to fire, theft, collision or property loss of any type to the Licensee's vessel, motor, sails, furniture, equipment, tackle or appurtenances or to any property contained in or on the Licensee's vessel or on the Marina premises or to personal property of others on the vessel or the Marina premises. Licensee shall be liable to the Marina for any personal injury, loss of life or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants or invitees. Licensee agrees that he and his vessel shall be responsible for any damages caused to any property of the Marina as a result of any collision, impact or otherwise by the Licensee's vessel and the Marina. Whether the Licensee has privity and knowledge of facts, manner or negligence causing the damages of the vessel, the Licensee

agrees to waive any and all rights to limitation of liability to any action brought on account of any such damages caused by the vessel. Licensee further agrees to defend, indemnify and hold the Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life and property damage related in any way to Licensee's actions or property, regardless of the Marina's negligence. The Marina shall not be responsible for electrical interruptions or outages or the results of damages therefrom. This paragraph shall survive the expiration or termination of this agreement.

1. COMPLIANCE WITH LAWS:

- A. Licensee agrees that his/her use of the Marina facilities, and any use by his/her guests or other vessel occupants, will comply with all Federal, State, County and Marina laws and ordinances, especially those pertaining to waterways, vessels, marinas, navigation and boating.
- B. Only recreational/pleasure vessels which comply with Federal, State and local regulations concerning equipment, operation, registration and safety will be allowed to moor or dock at the Marina.
- C. Commercial vessels which have been specifically approved in writing by the Marina shall be allowed to dock, moor or conduct their business from the Marina facility.
- D. Only the vessel designated on the Slip License Agreement is allowed by the Boat Owner to occupy the assigned slip for the sole purpose of docking the above-described Boat for the duration of this Agreement, and for the permitted uses as set forth in sections below. This Agreement is for the use of assigned space only and such space is to be used at the sole risk of Boat Owner at all times.
- E. State and local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings. The Marina adheres to a "zero tolerance" policy for illegal drugs.

2. PAYMENT OF FEES AND LATE PAYMENTS:

- A. **SECURITY DEPOSIT:** The Marina acknowledges receipt of the Security Deposit stated on the first page of this Agreement from Boat Owner as security by Boat Owner for the performance of this Agreement. The Marina may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Fees or other sum as to which Boat Owner is in default or for any sum the Marina may expend or be required to expend by reason of Boat Owner's default including, but not limited to, attorney's fees and any damages to the Marina resulting from any act or omission by Boat Owner or its agents, invitees or licensees. If Boat Owner complies with all of the terms of this Agreement, the Security Deposit shall be returned to Boat Owner within (45) days after possession of the Boat Slip is returned to Marina. Boat Owner agrees that Marina shall be entitled to any interest paid on the Security Deposit to offset its administrative expenses incurred in maintaining the Security Deposit. The Marina shall not be responsible to place the Security Deposit in any separate account or in any escrow or trust account, and the Security Deposit may be commingled with other funds or accounts of Marina.
- B. Payments shall be made in advance and are due upon arrival and by noon on the first of each month thereafter, if applicable. [if payment is more than five (5) days past due, the Marina shall charge a five percent (5%) penalty (\$30.00 minimum). If payment is delinquent, the Licensee shall be notified by phone or mail at the last number or address provided to the Marina. If total payment is not received within fifteen (15) days of the notice, the Marina shall summarily revoke this license, order the removal of the vessel and terminate this agreement as provided below.
- C. If Licensee becomes delinquent on payments, Licensee agrees to allow the Marina the right to take over the property of the Licensee and to secure that property to the space occupied or to store the property in any other location deemed appropriate by the Marina. The Marina retains its right to exercise the provisions for a non-judicial sale of boat owner's boat as provided for in the Florida Statutes and any other statutory remedy, in addition to all other remedies set forth in this Agreement.
- D. Unless specifically authorized by the Marina, the Licensee shall not remove a vessel from the Marina until all unpaid charges have been paid.
- E. Weekly and daily payments are made in advance and are due by noon on the following due date. There is no grace period.
- F. Daily license fees can not be converted to a monthly rate.

- G. There are no refunds for any portion of unused time.
- H. RETURNED CHECKS: Boat Owner shall pay an additional charge of 5% of the face value of the check or \$30.00, whichever is greater, for each check that is returned to the Marina unpaid and any late charges, if applicable.

3. INSURANCE:

- A. Licensee shall be required to carry at all times \$300,000 General Marine Liability Insurance that includes salvage and environmental cleanup. The Cape Crossing Marina must be named as "Additional Insured",
- B. Noncompliance with this policy shall constitute an immediate revocation of the User License Agreement. At that time the vessel must vacate the Marina owned slip or dock.

4. SLIP ASSIGNMENT:

- A. Any person wishing to use a slip or dock space must contact the Marina during business hours to apply for and obtain a Slip License and receive a space assignment. An application must be made on a form supplied by the Marina. The Marina reserves the right to issue or deny a license to any person for any reason.
- B. Licensees with foreign-registered vessels must provide a copy of their valid United States Cruising Permit.
- C. Spaces are assigned at the sole discretion of the Marina, and assignments may be changed at any time.
- D. Space shall be assigned on a first-come, first-service basis.
- E. Vessels must be physically located within the Barge Canal to receive an assignment, and then immediately proceed to the assigned space.
- F. Check-out time for a docked vessels is noon on the due date. Vessels still occupying the space beyond this time will be charged accordingly.
- G. The Marina shall have the exclusive right, in Marina's sole and absolute discretion, to relocate Boat Owner's vessel to another boat slip within the Marina to accommodate the Marina's need for the Boat Slip for any reason whatsoever. Marina shall use reasonable efforts to provide notice and minimize disruption and inconvenience to Boat Owner during any relocation. However, the failure to provide notice shall not be a breach of this Agreement nor shall it inhibit Marina's right to relocate Boat Owner's Boat. If the relocation shall be for a period of more than thirty (30) days, Boat Owner shall have the right to cancel this Agreement if he or she does not approve of the boat slip to which the Boat is to be relocated. To be effective, Boat Owner must deliver written notice of cancellation to Marina Office within thirty (30) days of the Marina's relocating the vessel. The cancellation of this Agreement pursuant to this provision shall not relieve Boat Owner of any obligations accrued up to the effective date of cancellation.

5. TERMINATION OF AGREEMENT/BREACH/REMEDIES:

- A. Either party may terminate this agreement with or without cause upon ten (10) days prior written notice. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and the Marina pertaining to the use of facilities at the Marina.
- B. Upon termination of this agreement, Licensee shall at once vacate the assigned mooring or docking space and the Marina and remove his/her vessel, personal property and vehicles from the Marina. Should the Licensee fail to vacate the premises and remove his/her vessel or other property upon termination, Licensee agrees that the Marina may, at its sole option, remove the vessel or property and place it in storage. Licensee agrees to pay all charges for towing, removal and storage. In addition, the Marina may utilize any and all remedies provided by law, and as provided herein, to remove the Licensee and/or the vessels and property from the premises.
- C. Licensee agrees that the berthing or dockage provided by the Marina is "necessary" within the meaning of the Federal Maritime Lien Act and that the Marina, in addition to relying upon the credit of the Licensee, shall retain a maritime lien as provided by State or Federal law against the vessel, its appurtenances and contents for all unpaid dockage fees, delinquency charges and for any damage caused to any dock, piling or any other property of the Marina or for personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous material, loss by sinking, collision, fire or other losses. The parties further agree that services provided by the Marina to Licensee or Licensee's vessel are in furtherance of navigation of the vessel or in furtherance of a waterborne use whether such services are performed ashore or afloat. Pursuant to Section 328.17, Florida Statutes, in the event of non-payment of storage for a period of three (3)

months, the Marina is authorized to sell the Licensee's vessel or dinghy at a non-judicial sale.

- D. In the event Boat Owner remains in a Boat Slip or storage area beyond the expiration or earlier termination, cancellation or revocation of this Agreement, Boat Owner shall be liable to Marina as damages, in addition to all other charges due under this Agreement, a daily charge equal to two and a half times the fee payable to Marina pursuant to the then current Marina Rate Schedule.

6. EXTENDED CRUISES/VACANT: Owners of vessels leaving for an extended period of time are required to notify the Marina office. Marina reserves the right to rent all slips/spaces/mooring when vacant. Transient vessels may berth in an absent Owner's slip/space/mooring. Transient vessels are required to move from said slip/space/mooring upon return of the Licensee. The Marina reserves the right to move said transient vessel without notice at owners expense. In the event a Licensee wishes to vacate, for a period of time, and return to a specific mooring/slip the Licensee must continue payment of the desired mooring/slip while absent.

7. NO WARRANTIES: Licensee fully understands and agrees that the Marina does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the Marina to be safe for docking, berthing or mooring vessels or for accepting and discharging passengers and does not assume responsibility for their use. The Marina can not warrant or guarantee the continuity of electrical or water service and does not accept any responsibility or liability for any damage caused by the use of the electrical or water service or any other amenities.

8. NO ASSIGNMENTS OR SUB-LICENSES: Licensee shall not assign, sub-license, transfer, mortgage or otherwise dispose or otherwise encumber the license or any rights granted herein.

9. ENFORCEMENT COSTS AND ATTORNEY'S FEES: Licensee shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by the Marina in enforcing the policies of the Slip License Agreement, including but not limited to collecting any sums due under this agreement and enforcing the termination provisions and any maritime or other liens.

10. REMEDIES CUMULATIVE: The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by local, state or federal law.

11. JOINT AND SEVERAL OBLIGATION: In the event that the license is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.

12. DAMAGE OR DESTRUCTION TO PREMISES: In the event the premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of God or other causes beyond the control of the Marina, then the license shall terminate and the Licensee waives any claim against the Marina for damages by reason of such termination. The Marina shall not be obligated to repair or rebuild the premises but may elect in its sole discretion to do so.

13. SUBORDINATION TO GOVERNMENT AGREEMENTS: Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements of any kind between the Marina and any other public agency of the United States Government, State of Florida or any County authority or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the Cape Crossing Marina facilities, Docks and basins, and their adjoining seawalls and dock areas, The Marina reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.

14. GOVERNING LAW: This License Agreement for use of the facilities at the Cape Crossing Marina shall be deemed to have been made in, and shall be construed in, accordance with the laws of the State of

Florida and, where applicable the laws of the United States of America.

15. VENUE: The sole venue for a legal action arising out of this agreement shall be the appropriate court located in Brevard County, Florida.

16. WAIVER OF RIGHT TO JURY TRIAL: Each party to this Agreement waives the right to a trial by jury of any matters arising under or relating to this Agreement or any instruments executed pursuant to this Agreement.

17. INTEGRATION CLAUSE: All written agreements for use of the facilities at the Cape Crossing Marina constitute the sole, complete and only agreements between the parties hereto. Any prior agreements, oral understanding, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parol.

18. SEVERABILITY CLAUSE: The unenforceability, invalidity or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal. **Cape Crossing Resort and Marina reserves the right to alter or amend the terms and conditions of this Agreement from time to time by posting to the website, on file at Marina office, written notice sent by First Class Mail or email to the address indicated above for such notice thirty (30) days prior to the effective day of said amendment.**

19. RULES AND REGULATIONS: The Rules and Regulations are expressly incorporated into this Agreement by reference herein. Boat Owner agrees to follow and comply with the Rules and Regulations and is solely responsible for ensuring that any and all invitees or guests of Boat Owner abide the Rules and Regulations. Violation of any of the Rules and Regulations may result in the immediate termination of this Agreement in the sole discretion of the Marina. The Rules and Regulations are subject to change as determined in the sole discretion of the Marina. The current Rules and Regulations are available to the Boat Owner at the office of the Marina. It shall be the responsibility of the Boat Owner to obtain and follow the current Rules and Regulations.

20. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.