

# Boat Slip Application and Lease

## www.tampabaydocksforrent.com

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### LICENSE AGREEMENT Tampa, Florida

THIS LICENSE AGREEMENT is made as on the \_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_ between BRIAN HERZIG, (hereinafter being referred to as “Licensor”) and \_\_\_\_\_ with an address of \_\_\_\_\_ (hereinafter being referred to as “Licensee”).

#### RECITALS:

WHEREAS, Brian Herzig is the owner of the boat slip

WHEREAS, \_\_\_\_\_, Licensee, is the owner of a vessel, more particularly described on Exhibit A, and desires to lease the boat slip from Licensor and Licensor is willing to lease a boat slip to Licensee pursuant to the terms and conditions set forth herein;

NOW THEREFORE, the parties hereto for good and valuable consideration agree as follows:

1. Grant and Term of License. Licensor hereby grants to Licensee the exclusive right and privilege to use one of the Boat Slip owned by

TampaBayDocksForRent, a subsidiary of Uniquewear Properties, LLC, commencing on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and continuing on:

\_\_\_\_\_ a) for a period of \_\_\_\_ months until \_\_\_\_\_, the last day of the month of \_\_\_\_\_, 20\_\_.or

\_\_\_\_\_ b) a month to month basis until further notice (30 day notice to vacate).

2. Consideration. For and in consideration of said license, Licensee shall

\_\_\_\_\_ a) pay to Licensor the sum of \_\_\_\_\_ dollars per month (\$\_\_\_\_/month), or

\_\_\_\_\_ b) prepay the sum of \_\_\_\_\_ dollars for the term of the agreement.

In addition, a security deposit of \$\_\_\_\_\_ dollars is due at time of signing. The security deposit will be equal to the amount of the monthly rent. The deposit will be returned within 30 days of the end of the agreement upon inspection of the boat lift and proper functioning of the lift. The deposit cannot be used for the last month's lease payment. Licensee can also purchase a remote control if available for the lift for \$100.00 and Licensor agrees to purchase the remote control at the end of the lease for \$100.00 assuming successful operation of remote control.

3. Use. Licensee shall use the Boat Slip facilities in accordance with this License Agreement and the Rules and Regulations of the boat slip, as amended from

time to time by Licensor in its sole discretion, which are attached hereto as Exhibit B and made a part of this License Agreement as if set forth at length herein.

4. Liability Insurance. Licensee must maintain liability insurance upon its vessel in the minimum amount of \$300,000 and supply an insurance certificate to Licensor. Licensee shall provide insurance for oil spill and pollution and shall be held fully responsible for any spill and/or pollution caused by its vessel and/or actions.

5. Indemnification. Licensee shall indemnify, defend and hold harmless Licensor from any costs, expenses, damages and against all claims, demands, loss, damage liability lawsuits, causes of actions, including judgments and attorneys fees for damage to property or injury to third parties resulting or arising from Licensee's use of the Boat.

6. No Assignment. Licensee shall not assign its rights under this License Agreement. Licensee is not permitted to sublet the Boat Slip without the specific written permission of the Licensor.

7. Termination. Any breach or failure on the part of Licensee to fulfill any part of this License Agreement and the Rules and Regulations shall give Licensor the privilege of canceling this License without prior notice to Licensee. If Licensor terminates this License Agreement, all prepaid consideration shall be forfeited by Licensee and shall not be refunded to Licensee. Licensee is required to immediately remove its vessel and/or equipment from the Boat Slip upon termination of this License Agreement. If Licensee fails to remove in a timely manner its vessel and/or equipment

from the Boat Slip at the termination of this License Agreement, Licensor shall have the option of:

- (a) charging Licensee three times the daily consideration on a pro rate basis for the space occupied; or
- (b) taking possession of the vessel (to include removal of vessel from water) and/or equipment and locking it to the space provided; or
- (c) moving and/or hauling the vessel and/or equipment to another location; or
- (d) pursuing any other remedy available under state/federal law.

8. Attorney's Fees and Costs of Suit. In the event it becomes necessary for licensor to retain the services of an attorney to enforce any provision of this License Agreement, then Licensee agrees to pay all attorneys fees and costs of suit.

9. Completeness. This License Agreement and the Rules and Regulations, as amended from time to time, embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the parties hereto. However, the Rules and Regulations can be amended from time to time, in writing, by the Licensor, in its sole and absolute discretion. Said amended Rules and Regulations shall become binding on Licensee upon mailing by regular mail to Licensee at the address contained herein or other such address provided by Licensee.

10. Risk of Loss. During the term of this License Agreement, Licensee shall be responsible for any and all loss or damage to Licensee's property, by fire or other casualty, or from any other cause or circumstance that may occur.

11. Non-liability of Licensor. It is expressly agreed and understood by and between the parties to this License Agreement that the Licensor shall not be liable for any damage or injury from any cause which may be sustained by the said Licensee or other person to include the carelessness, negligence or improper conduct of Licensor and its equipment. All work that is for normal maintenance on the boat lift shall be the responsibility of the Licensor, and any expenses needed to repair damages to the lift are at the expense of the Licensee.

12. Keys. Licensee agrees to supply keys to its vessel and allow Licensor to move its vessel without notice to Licensee, or obtaining any permission of Licensee under the following circumstances:

- (a) any emergency;
- (b) repair to the docks and/or slips;
- (c) in the event this Agreement is terminated for any reason.

13. Operations. Licensee is responsible for any adjustments to the boat lift required to ensure that the licensee's vessel is properly situated on the lift. Potential service companies who can complete this work are listed on the [www.tampabaydocksforrent.com](http://www.tampabaydocksforrent.com) web site. Licensor does not warrant or recommend the use of these contractors, but provides it as a courtesy to the Licensee.

14. Additional terms. Licensor retains the right, at any time during the lease term, to move licensee's vessel to another boat dock/slip within 200 yards of original boat slip, and agrees to reimburse licensee the cost of any move or modifications to the boat slip as needed.

15. Additional terms. Licensor reserves the right to sell the boat dock/slip referenced in this agreement at any time, and licensor will make every attempt to ensure that new owner of boat/slip honors the existing lease agreement with the licensee. Licensor will provide Licensee with 30 days notice that this agreement will expire.

16. Additional terms. Licensee is responsible for checking the size of the boat to ensure that it will fit within the parameters of the lift ( no more than 34 feet long and 11 feet in width)

17. Governing Laws. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

18. Authorization to Charge Credit Card. I grant permission to Licensor to charge the following credit card for \_\_\_\_\_ (insert initials) security deposit and/or \_\_\_\_\_ (insert initials) the monthly rent. Credit Card Number \_\_\_\_\_, Exp Date \_\_\_\_\_, and 3 digit security code \_\_\_\_\_.

Authorization Signature: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this License Agreement the date and year first above written.

\_\_\_\_\_ (Brian Herzig, Licensor)

\_\_\_\_\_ (Signature of Licensee)

\_\_\_\_\_ (Printed Name of Licensee)

NOTARIZED

I hereby certify that this day personally appeared before me,

\_\_\_\_\_, who is personally known to me or who produced

\_\_\_\_\_ as identification, and is the person who executed the

foregoing instrument and acknowledged before me that he/she executed the same

for the purpose expressed therein.

STATE OF FLORIDA COUNTY OF HILLSBOROUGH	
The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by (name of person acknowledging).	
(NOTARY SEAL)	_____  <u>(Signature of Notary Public-State of Florida)</u> <u>(Name of Notary Typed, Printed, or Stamped)</u>
Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____	

EXHIBIT A

**VESSEL DESCRIPTION AND OWNER INFORMATION**

Vessel Name: \_\_\_\_\_  
Year: \_\_\_\_\_  
Make: \_\_\_\_\_  
Serial No: \_\_\_\_\_  
LOA (Length): \_\_\_\_\_  
Draft: \_\_\_\_\_  
Beam: \_\_\_\_\_  
Power / Sail: \_\_\_\_\_  
Fuel Type: \_\_\_\_\_  
Drive: \_\_\_\_\_  
Vessel Insurance Co.: \_\_\_\_\_  
Vessel HIN # or Reg No: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
  
Contact Address: \_\_\_\_\_  
  
Contact Telephone No.: \_\_\_\_\_  
  
Contact Email: \_\_\_\_\_  
  
Emergency Contact & Telephone No.: \_\_\_\_\_  
  
Keys Provided: (Circle One) Yes No

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT B

**RULES & REGULATIONS**

1. Licensee and their guest(s) agree to conduct themselves in a manner that will not interfere with other vessel owners or the normal business operation of the Marina. Consideration must be given to others as to language, actions, noise, especially between the hours of 8:00 PM and 8:00 AM.

2. The Licensee is obligated to supply its own mooring lines of proper size and condition to safely secure the vessel. If the mooring lines do not meet the Licensor's specifications or fail for any reason, the Licensor reserves the right, but not the obligation, to replace inadequate lines at the Licensee's expense.

3. Licensee shall not store any supplies or equipment on walkways or docks, or construct any structure, install lockers, mount any equipment, TV antennas or install carpet on any dock or finger pier without written permission from the Licensor. Unauthorized items will be removed and disposed of by Licensor at the Licensee's expense and risk.

4. Refuse and garbage must be placed in plastic bags and properly disposed of by Licensee. Cleaning of fish on walks or docks is not permitted.

5. Licensee agrees not to idle the vessel in gear while tied at the dock.

6. A fresh water spigot will be provided at each boat slip. Licensee must supply his or her own hose and automatic shut off nozzle.

7. Pets must be in Licensee's control at all times. Dogs must be on a leash and must be walked off premises. Licensee is responsible for cleaning up droppings.

8. Cooking devices other than original fixed equipment from the vessel manufacturer must not be used in the harbor area (on or off vessel).

9. The use of portable heaters is not permitted aboard any vessel. Only those fixed heaters originally installed on vessels as furnished from the vessel manufacturer are permitted.

10. Upon vacating a boat slip at the end of the season or during an extended cruise, the Licensee shall be responsible for the removal of all lines.

11. Licensee is not permitted to discharge waste from the heads while in harbor.

12. There may be additional rules and regulations set forth by the owners association of the boat slips, and Licensee agrees to abide by these regulations.

\_\_\_\_\_  
Licensee Signature

\_\_\_\_\_  
Date