



BOAT MOORING AND STORAGE AGREEMENT

This agreement, made and entered into on _____, is by and between Manatee Cove Marina at Patrick SFB (a non-appropriated fund instrumentality herein after called the Marina), and

Member: _____ Member # _____ (hereinafter called Patron)
whose complete mailing address is:

Street Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Email Address: _____

This agreement is specific to Patron's request for permission to Store/Moor a privately owned vessel at the Marina. As part of this agreement, the Marina activity agrees to grant such permission to the Patron subject to the conditions and limitations agreed upon and discussed below. In consideration of the mutual promises contained herein, both parties agree as follows:

1. This Agreement will commence on _____ and will terminate on _____. The Patron must: provide a 30-day notice to vacate storage space/mooring; must complete the Termination Notice (provided at the Marina); and make final payment for the final month's storage/mooring fee. (A three month minimum rental agreement is required).

2. The Marina agrees to rent _____ to the Patron and permit use of the facilities at the Marina for the following vessels:

Vessel Name: _____ Power Boat or Sailboat (Circle appropriate description)

Vessel Year: _____ Vessel Make: _____ Vessel Length: _____

Vessel FL/DO # or Registration # _____ Vessel HIN # _____

Trailer Year: _____ Trailer Make: _____ Trailer Length: _____

Trailer FL/DO # or Registration # _____ Trailer VIN # _____

Emergency Contact Name and Phone Number: _____

3. Patron agrees to maintain third party commercial liability insurance (in an amount not less than \$300,000) on the vessel described above throughout the entire term of this Agreement. Failure to maintain such insurance constitutes a breach of the Agreement and is grounds for termination of the Agreement and removal of the Patron's vessel/trailer/property.

Insurance Company _____ Policy Number _____ Liability Coverage Amount _____

Additional Owner or Lien Holder of Record (Full name as it appears on the title):

Name: _____

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Page 1 of 5

Updated Jun 21, 2023

BOAT MOORING AND STORAGE AGREEMENT

Street Address: _____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

Email Address: _____

4. Patron agrees to pay Marina rental fees on above slip/space on the 1st of each month, chargeable to patron's credit card on file. The fee is calculated on the current rate times the length of boat (if applicable). The Patron's account will be considered delinquent after 30 days overdue and will be turned over for collection IAW AFI 34-209, *Nonappropriated Fund Financial Management and Accounting*. Once an account is turned over for collection, the Patron will have 11 days to remove the property from the Marina. If the Patron does not remove the property within 11 days, it will be considered abandoned property and will be disposed of IAW 45 FSS/FSC Operating Instruction 34-204, Disposal of Abandoned Privately Owned Personal Property and DoDM 4160.21 – V4 procedures. Patron agrees to pay all costs and fees resulting from any action taken by the Marina to remove abandoned vessel/trailer/other property left without authorization. This includes approved administrative processing fees for all attempts to collect on the debt owed to the Marina. Any/All fee changes will be advertised in the Marina Newsletter at least 30 days prior to implementation.

5. Upon signing an initial Agreement, the Patron is required to provide copies of their current vessel and/or trailer registration, current insurance as described in paragraph three (3) above on all boats, personal watercraft, and trailers moored or stored in the Marina, and a current Vessel Safety Check (VSC). MCM members warrant that their vessel and/or trailer is and shall be maintained operational and in a seaworthy/roadworthy condition, with the capability to be safely moved and maneuvered under the vessel's own power, and in full compliance with all governmental and regulatory requirements. Vessel seaworthiness/roadworthiness will be inspected upon initial signing of this Agreement and annually prior to renewal of this Agreement. Members with vessels moored in wet storage are required to move their vessel, under the vessel's own power and in accordance with the current MCM Rules & Policies, to the main portion of A dock in the presence of the MCM Manager or Maintenance Supervisor to demonstrate seaworthiness. Members with vessels stored in dry storage are required to move their vessel and/or trailer to the MCM clubhouse in the presence of the MCM Manager or Maintenance Supervisor to demonstrate roadworthiness. MCM Boat Mooring and Storage Agreements will not be renewed if the vessel and/or trailer is/are not deemed seaworthy/roadworthy. The owner will have seven days to fix the deficiencies. If after seven days the vessel and/or trailer is still not seaworthy/roadworthy the vessel and/or trailer will be required to be removed from MCM property immediately until the deficiency is corrected, at which time the vessel and/or trailer may be brought back to MCM property. The Patron is required to keep this Agreement current. The Patron is required to maintain and provide the Marina a copy of the current insurance as described in paragraph three (3) above on all boats, personal watercraft, and trailers moored or stored in the Marina. Failure to do so could result in the termination of this agreement. If the agreement on file is expired more than 10 days, the Marina reserves the right to disconnect the Patron's gate card access key until the Patron updates the agreement and provides a copy of the current insurance as described in paragraph three (3) above on all boats, personal watercraft, and trailers outlined within the Agreement. If the agreement on file is expired more than 41 days, the property will be considered abandoned and will be disposed of IAW 45 FSS/FSC Operating Instruction 34-204, Disposal of Abandoned Privately Owned Personal Property and DoDM 4160.21 – V4 procedures.

6. If more than one owner, this Agreement applies jointly and severally to all owners of the specified boat/trailer described in this agreement. Notice provided to one owner constitutes notice to all owners for all purposes whatsoever.

7. Patron agrees and understands that this Agreement is valid only for the specific boat/trailer described above. This agreement cannot be transferred, sold, conveyed, demised, bequeathed or otherwise disposed of in any manner to any

FOR OFFICIAL USE ONLY (When Filled In)

Page 2 of 5

Updated Jun 21, 2023

BOAT MOORING AND STORAGE AGREEMENT

other persons. Any agreement to the contrary is and will be totally null, void, and unenforceable. If during the term of this Agreement, Patron sells, transfers, or conveys the boat and or trailer title, the Patron has 72 hours to notify the Marina and have the boat and trailer removed from the Marina property. Patron further agrees that prior to the effective date of such sale, transfers, or conveyance of boat and/or trailer title, the boat and trailer will be removed from the Marina at no cost to the Marina.

8. This Agreement can be terminated at any time, with no cause given by the Marina. Such termination will be effective ten calendar days from the date that written notice is placed in the United States mail, addressed to the boat owner(s) at the address provided in the Agreement. All terms and conditions of the Agreement applying to any release of liability, or indemnification for liability will remain in full force and effect (even though by the terms herein, this storage agreement will have terminated or expired) until such time as the boat and trailer have been removed from the Marina or other designation Federal property. If the Marina terminates this agreement for cause, the owner will have 48 hours to remove their property from MCM. If said property is not removed within 48 hours from the date of termination of membership, then all expenses relating to the removal, storage, and disposal of the property will be at the owner's sole expense.

9. Patron agrees to indemnify and hold harmless the United States, the Department of Defense and its military and civilian personnel from any liability in the leasing of mooring and storage facilities and the use of any mooring/storage facility equipment. It is also expressly understood that Patron shall indemnify and hold harmless the Air Force, Space Force and the 45th Force Support Squadron, the Marina and its personnel for property damage or personal injury unless such damage or injury was proximately caused by the gross negligence of the Air Force, Space Force or the 45th Force Support Squadron, the Marina or its personnel.

10. Patron warrants that subject vessel is and shall be maintained operational and in a seaworthy/roadworthy condition, in full compliance with all governmental and regulatory requirements, and covered by customary marine insurance with a minimum of \$300K liability coverage during the course of the lease.

11. Patron further agrees to strictly follow the terms and conditions of this Agreement and the rules and regulations of the Marina (available on line at www.goPatrickFL.com/marina as well as in Ship Store), and said terms and conditions are incorporated by reference as though fully set forth herein. Patron understands that any violation on the Patron's part or the Patron's agent(s) or guest(s), may constitute grounds for immediate termination of this agreement at the option of the Marina.

12. Patron agrees that in the case of a natural disaster (i.e. hurricane, typhoon, storms, etc) the vessel and/or trailer may be removed and relocated as circumstances dictate. While the Marina will take reasonable measures to protect vessels moored at Marina facilities, the Patron shall be responsible for moving the vessel described above to a safe berth if time permits. Vessels not removed prior to a hurricane, or other natural disaster, of which the public has prior notice, shall be left at the facility at the Patron's personal risk.

13. The Marina has been designated by the Florida Department of Environmental Protection (FDEP) as a Clean Marina and Boatyard. This designation means the MCM practices marina environmental measures that protect the environment. All members must abide by these rules and requirements, which are posted throughout the marina and are available in the office. All MCM members are required to maintain compliance with environmental procedures to include Hazardous Waste, Storm Water and Clean Marina practices as well as local, state and government procedures. If a member violates any environmental procedure, the member is responsible for reporting the incident to the appropriate authority and will be responsible for any and all assessed cleanup costs for the incident. If a second

FOR OFFICIAL USE ONLY (When Filled In)

Page 3 of 5

Updated Jun 21, 2023

BOAT MOORING AND STORAGE AGREEMENT

environmental procedure is violated by the same member, the member will again be responsible for reporting the incident and will be responsible for any and all assessed cleanup costs for the incident and will lose their MCM membership privileges and be required to remove their vessel if stored on MCM property within 48 hours of notification. Vessels not removed within 48 hours will be considered abandoned and processed in accordance with established policy. If a member, other than the owner, suspects an environmental violation the member is asked to contact MCM at 321-494-7455 to report the incident during operating hours. If the incident is outside of operating hours, members are asked to contact Civil Engineering at 321-494-2778. If the member suspects a fish, wildlife, boating, or environmental law violation, the member is asked to contact FWC's Wildlife Alert Reward Program at 888-404-3922 or via cell phone at *FWC or #FWC depending on the member's service provider. Members may also report violations via text message to Tip@FWC.com.

14. The Manatee Cove Marina Manager or Marina staff may board a member's vessel at any time for inspection should there be a need for public safety or environmental compliance reasons. While the MCM will attempt to contact the member first to inform them of the decision to board, such notification is secondary to protecting public safety, MCM property, other members' assets or environmental compliance. If the member cannot be contacted prior to boarding, the MCM will notify the member of the boarding, reason for boarding and results of the inspection within 24 hours of boarding.

15. In the event the member listed above resides outside a 50 mile radius from the Manatee Cove Marina or is going to be out of the local area for more than 30 days at a time, a power of attorney is required stating who has legal authority to act on behalf of the owner in the event of an emergency. This person will be responsible and called in the event of a problem or emergency concerning the member's boat during the member's absence. A copy of the power of attorney must be provided to the MCM.

16. By signing and dating this agreement, the Manatee Cove Marina and Patron certify that the vessel being moored/stored at MCM is in seaworthy/roadworthy condition and was inspected upon signing of this Agreement. If the vessel is moored in wet storage the vessel was moved, under the vessel's own power, to the main portion of A dock in the presence of the MCM Manager or Maintenance Supervisor to demonstrate seaworthiness. If the vessel is stored in dry storage then the vessel and/or trailer was moved to the MCM clubhouse in the presence of the MCM Manager or Maintenance Supervisor to demonstrate road worthiness. Each party has been provided a copy of the Agreement; provided a copy of the most current copy of the Manatee Cove Marina and Yacht Club Rules and Policies; advised to specifically read ALL the items hereof; and instructed to seek competent legal advice before executing this agreement.

17. Intentional abandonment of private property resulting in subsequent cost to the U.S. Government for disposal will not be tolerated. Property intentionally abandoned will be processed for disposal and the property owner will be responsible for all incurred costs for disposal.

18. The 45th Force Support Squadron will not accept the voluntary abandonment of any private owned property without first collecting all anticipated costs to the U.S. Government associated with the voluntary abandonment of the private property (i.e., removal costs, fees to re-title the property, disposition fees, approved administrative processing fees, etc.). Once the member has paid all anticipated costs for the voluntary abandonment, the owner may then and only then sign over the title to the Marina.

BOAT MOORING AND STORAGE AGREEMENT

19. In the event any portion of this Boat Mooring and Storage Agreement contained herein shall be declared illegal or invalid, said portion only shall be deemed null and void. The balance of the agreement shall remain in full force and effect.

20. This Agreement represents the parties complete understanding of the entire agreement and no modifications or alterations of this agreement may be made except in writing and signed at the bottom by or on behalf of both parties.

Vessel Owner(s) Signature(s): _____ Date: _____

Vessel Owner(s) Printed Name(s): _____

Marina Manager or Maintenance Supervisor Signature: _____ Date: _____

Marina Manager or Maintenance Supervisor Printed Name: _____