



a Division of the
Barber Companies

2010 Barber Marina Hurricane Storage Plan

Plan Summary

January 1, 2010

The 2010 Barber Marina Hurricane Storage Plan (the Plan) is designed to help local boaters arrange for the care of their vessels in advance of a hurricane or tropical storm. The Barber Marina Hurricane Storage Plan provides boaters with haul-out and storage services in the event a named storm enters the Gulf of Mexico with forecasted landfall at or near Perdido Pass, Alabama, assuming that the storm would likely have an adverse impact on boats left in the water. All haul-out activity after the Barber Marina Staff implements a Hurricane Alert will be "Plan related" and normal haul-outs will be suspended.

The Plan is available to both Customers and Non-Customers. Space is limited, both in the dry storage and the boat yard, so early enrollment is encouraged. In the event a Hurricane Alert is called, haul-out services will be offered on a first come first serve basis to plan members only. To the extent that haul-out and storage capacity remains after all Plan Members are accommodated, services will then be offered to other parties. Rates contained herein are subject to change.

Plan Fees:

Annual Membership	\$750.00 (before 6/1/2010)
Annual Membership	\$1000.00 (on or after 6/1/2010)
During Hurricane Alert	\$1500.00

Membership in the Plan provides you a space (in accordance with the membership agreement). All other fees apply. Prices are subject to change. They are:

Dry Storage Building Haul-out with Fork Lift:

Haul-out, Blocking & Launch	\$5.00 per foot
Outside Daily Storage	\$1.00 per foot

Inside Daily Storage \$1.25 per foot*

*extra charge for over width or over height

Boat Yard Haul-out with Travel Lift:

Haul-out, Blocking & Launch \$10.00 per foot (under 60')
\$12.00 per foot (60' and over)

Daily Yard Fee \$.75 per foot per day

A \$100.00 additional charge applies if Marina personnel are required to secure the top side of your vessel. All rates are subject to change without notice.

Membership entitles the boater to unlimited hurricane haul-outs, each event being subject to the marina's standard haul-out and storage rates whether the haul-out is accomplished via the travel lift or the dry storage forklifts. Due to the focus on preparing for and recovering from a storm event, no other work (pressure wash, bottom job, etc) will be performed while the boat is in the yard.

Haul-outs are not guaranteed. Some events that may prevent haul-out are, but are not limited to:

- Equipment failure of the lift(s)
- Injury to critical personnel operating the lifts
- Reduced preparation time due to the arrival of a fast moving storm
- Insufficient storage locations on site due to (but not limited to):
 - Construction activities
 - Existing boats in storage
 - Failure of a tenant to perform their responsibilities to make storage space available
 - Failure of the Member/Owner to provide needed information regarding the vessel.

Given that the haul-outs are not guaranteed, members are required to have a personal hurricane plan that evacuates the marina in accordance with the terms and conditions of their slip lease.

In the event that the marina is unable to perform a hurricane haul-out for reasons not caused by the boater, the impacted boater(s) will receive a refund of their deposit but will retain their membership rights to hurricane haul-outs for the remainder of the storm season.

Storage fees will be accessed starting the day after the boat is hauled and blocked. Haul-out and storage fees are payable prior to a re-launch of the vessel. In the event that the charges of a vessel are unpaid when re-launch is scheduled, the vessel will not be launched and it will continue to accrue storage charges and be subject to the late fees and

interest detailed in the Haul-out Work order. Should the account become 60 days past due, the marina has the right to initiate the process for the non-judicial sale of a vessel.

Responsibilities of Hurricane Plan Member:

1. Sign the Hurricane Storage Plan Agreement.
2. Adhere to all terms, conditions, rules, regulations of the marina and the Hurricane Storage Plan Agreement.
3. Be aware and informed of the current rates for services at the Marina.
4. Be responsible for providing accurate contact information and keeping it updated at all times, including the contact information on the person responsible for delivering the vessel for haul-out.
5. Delivering the vessel for haul-out according to the re-launch schedule. During a Hurricane Alert **TIME IS OF THE ESSENCE**. When Barber Marina declares a hurricane alert, members will given a time to have the vessel at the marina and ready for haul-out. Vessel must be delivered at that time, or the member will may forfeit that time and must wait until all other vessels in the plan are hauled. This could result in a member's vessel not being hauled.
6. Complete and sign the marina's standard haul-out work order form.
7. Secure or remove all rigging, equipment, and accessories on the owned vessel or agree to allow the marina staff to do the same for the stated fee.
8. Provide your own ground anchoring system provided it does not interfere with the operations of the marina, haul-out/storage operations, or the storage of any other vessel.
9. As electrical service is not provided as part of this agreement Owners should empty refrigerators, freezers, etc. of all perishables.
10. Arrange for vessel pickup according to the re-launch schedule.

Responsibility of the Marina:

1. Prepare facility for hurricane haul-out and storage.
2. Make storage space available.
3. Notify the Plan Members of a Hurricane Alert using provided contact information.
4. Establish the haul-out schedule and haul-out method/location (travel lift versus forklift) and storage method.

5. Revise haul-out schedule if customers do not deliver vessel when scheduled. Report such schedule changes to the office for customer contact.
6. Haul, block and store boats.
7. Inspect all stored boats and initiate activities to secure rigging, equipment, and/or accessories prior to the storm. Report this work to the office with vessel name for billing purposes.
8. Notify impacted members of any issues with, or cessation of haul-out activities.
9. Inspect all customer ground anchoring to insure that they do not impact operations or other vessels.
10. Secure marina upon evacuation
11. Secure the marina post-storm in the event of damage to the facility. Establish access control procedures for authorized government agencies, boaters, their insurance agents and authorized contractors for repair and/or salvage activities.
12. Report any damage to stored boats of Plan members as soon as practical upon return to the marina after the storm. Take reasonable and prudent measures to prevent further damage.
13. Establish a re-launch schedule and re-launch vessels subject to the schedule. Plan vessels may be placed in alternative locations in order to allow the marina to free up storage space in order to facilitate salvage operations, repair the facility, or return to normal operation. Vessels that are not removed according to the re-launch schedule may be placed in wet-slips or dry storage and additional fees apply.
14. Notify the Plan members of the re-launch schedule using contact information provided.

Member Signature

Barber Marina

Date

Date