

Slip Number: _____
Date: _____
Account Number _____

LICENSE AND LEASE AGREEMENT FOR DOCKAGE SPACE

This AGREEMENT is made between BARBER MARINA, Inc., (hereinafter called "MARINA") and the undersigned VESSEL OWNER (hereinafter called "OWNER").

IN CONSIDERATION of the monthly dockage fee of \$ _____ payable in advance on the first day of each month, and the mutual covenants contained herein, the MARINA agrees to license to the OWNER the dockage space identified as Slip _____ for the use and purposes set forth herein. It is understood and agreed that simultaneous with the execution of this license agreement that the undersigned OWNER will pay to MARINA, the first month's dockage fee prorated for the remaining days in the month in which the agreement is signed in the amount of \$ _____, the next full month's dockage fee in the amount of \$ _____ together with a security deposit in the amount of \$ _____, making for a total payment upon the execution of this agreement in the amount of \$ _____. The aforesaid security deposit shall be held by MARINA on its own account during the term of this agreement in order to assure the full and faithful performance of the terms of this agreement by the OWNER. Any sums which are due to the OWNER at the termination of this agreement shall be returned to the OWNER, provided that the MARINA may apply any sums which it holds on behalf of the OWNER to any balance remaining on the OWNER'S account. It is understood and agreed that the OWNER will pay an additional charge for electric power consumption. OWNER will be charged only for the actual power that is consumed by the vessel at the power pedestal. The electrical meter rate as of the date of this agreement is \$.0765 per kh. The term of this agreement is from _____ to _____. Payments may be made at the Barber Marina Ship's Store or mailed to:

Barber Marina
28552 Leiterman Road
Elberta, Alabama 36530

The OWNER warrants and represents the following to be true and correct:

1. Name of Owner and, if any, authorized agent of Owner: _____.
2. Owner's Drivers License No. and State: _____.
3. Owner's Social Security Number: _____.
4. Owner's Address: _____.
5. Owner's Home Phone: _____.
6. Owner's Cell Phone: _____.
7. Owner's E-mail Address: _____.
8. Manufacturer of Vessel: _____.
9. Measured Length, Beam, Height: _____.
10. Manufacturer, Type and Size of Motor (i.e. Yamaha, 4 Stoke, 250): _____.
11. Color of Vessel: _____.
12. Name of Vessel (if any): _____.

License fees will be paid by the OWNER in advance, on or before the first day of each month. Repair and service charges are due and payable on demand, and must be paid in full before the vessel will be permitted to leave the MARINA. The OWNER acknowledges that the MARINA has, and shall have, a lien upon the above described vessel, its appurtenances and contents, for any unpaid sums due to the MARINA for the use of its facilities and any other services, or for any damage to the MARINA caused in whole or in part by the vessel or the vessel's OWNER.

If OWNER defaults in the payment of license fee due under this agreement, or fails to pay for charges for gasoline, marine hardware, accessories, repairs and other services or materials rendered to or supplied to the OWNER or if the OWNER should violate any of the terms and conditions of this agreement, then the entire amount of license fees due to be paid by OWNER during the term of this agreement shall be accelerated and become at once due and payable to the MARINA. Should the OWNER default in the payment of license fees due under this agreement, or should the OWNER breach any of the terms and conditions of this agreement, then in that

event the MARINA reserves the right, at its option, to remove the OWNER'S vessel from the MARINA. So long as the MARINA shall utilize a reasonable care in so removing the OWNER'S vessel, the MARINA shall have no liability whatsoever to the OWNER in connection with said removal. Further, the OWNER agrees that the MARINA may place upon the vessel, its contents, appurtenance and equipment, all maritime liens of whatever nature for non-payment of dockage, supplies, necessities or other services goods furnished to the OWNER or the vessel. In the event the MARINA employs council to collect any license fees due under this agreement, or otherwise enforces the terms of this agreement or to foreclose a maritime lien, OWNER agrees to pay to the MARINA all costs of collection; including reasonable attorney's fees and the cost of any legal action should any such action be initiated.

It is understood and agreed by the parties hereto that this agreement shall be effective and shall continue for the term indicated above. In the event the term of this agreement expires and the vessel remains at the MARINA without the execution of a new agreement, then the parties hereby agree this agreement shall be considered as being in full force and the new rate will be prevailing transient dockage rate, plus tax. The MARINA reserves the right to change storage rates and the right to terminate this agreement by giving 30 days notice, and the OWNER hereby agrees to comply with that request by the date specified. Any notification to the OWNER pursuant to any of the provisions of this agreement shall be sufficient if by mail to the above mailing address.

The MARINA is open for business seven (7) days per week, but reserves the right to set business hours with regard to seasonal changes in daylight and existing weather conditions. The MARINA will be closed all day on Christmas, New Year's Day, Easter, and Thanksgiving. The MARINA will not be liable for any acts beyond its control including any failure of the MARINA'S equipment that make it difficult for the OWNERS to access or use their vessel.

LATE PAYMENT FEE OF \$5.00 PER DAY WILL BE CHARGED FOR EVERYDAY IN WHICH THE OWNER DOES NOT PAY THE LICENSE FEE IN FULL BY THE 5TH DAY OF THAT MONTH. THIS LATE PAYMENT FEE WILL BE RETROACTIVE TO THE FIRST DAY OF THE MONTH IN WHICH THE LICENSE FEE IS DUE.

After the initial payment, the Marina desires that all future payments be made by Bank Draft or Credit Card. With regard to that desire, the Owner does hereby authorize the MARINA to charge his/her credit card account any and all charges incurred by the vessel pursuant to this license agreement.

Type Credit Card: _____.

Credit Card Number: _____.

Card Code: _____.

Address for Credit Card (very important): _____.

Expiration Date: _____.

OWNER'S SIGNATURE: _____.

It is understood and agreed that this license agreement does not constitute a bailment. The OWNER retains and has the exclusive care, custody and control of the vessel and its contents at all times, and the OWNER is solely responsible for the vessel, its contents, and the maintenance of the vessel. The OWNER acknowledges that the MARINA assumes no responsibility or liability for the safe dockage and maintenance of the OWNER'S vessel. OWNER is solely responsible for the maintenance and tie-up of vessel and OWNER shall be responsible for the proper operating condition of the vessel's equipment and for the size and conditions of the dock lines. OWNER agrees to be liable for any damage caused to the MARINA docks, pilings, or any other damages caused to the MARINA by the OWNER or OWNER'S vessel. OWNER acknowledges that he is solely responsible for preventing the entry of unauthorized persons onto the OWNER'S vessel. While the MARINA may take reasonable efforts to control the entry of unauthorized persons onto the MARINA docks, OWNER understands and agrees that the MARINA does not assure that unauthorized persons will not board the OWNER'S vessel and, accordingly, the OWNER is solely responsible for the security of the OWNER'S vessel.

The OWNER agrees that in the event that a hurricane watch is issued by the National Weather Service, National Hurricane Center, for any of Coastal Alabama, Northwest Florida East to Destin, or Coastal Mississippi, to evacuate their vessel from the Marina. The MARINA offers sign-up preference in its Hurricane Haul-Out Program to OWNERS in the Marina. OWNERS will be given first opportunity to enroll, ahead of vessels not moored at the Marina, in the Barber Marina Hurricane Haul-Out Program in January of each year. Space is limited in the Hurricane Haul-Out Program and OWNERS are encouraged to enroll early.

The MARINA shall not be liable for any damage or loss whether by theft, negligence, flood, act of God, or otherwise to any vessel, person or property. The OWNER warrants to MARINA that the vessel is fully covered by complete hull, casualty, property damage, and adequate liability insurance and that the vessel shall remain so covered during the term of this agreement. The MARINA shall be entitled to assume that such insurance is provided and the MARINA shall not be required to examine policies to this effect, although such policy or policies shall be produced by the OWNER for examination upon request by the MARINA. The OWNER hereby indemnifies and holds the MARINA harmless against any loss, suit, damage or claim to or on behalf of any person including OWNER and the vessel which arises out of the use of the dockage space or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or any other party. OWNER acknowledges and represents that, in consideration of the execution of this license agreement and as a material term hereof, the OWNER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against the MARINA, its agents or employees, to any third parties, including insurers or underwriters. OWNER acknowledges that any such subrogation or assignment shall be null and void.

This shall allow the OWNER to use the specific slip designated herein for the limited purposes set forth in this license agreement as long as OWNER obeys all terms and conditions of this agreement. Under no circumstances are any alterations or modifications to be made by the OWNER to the slip or to any other part of the MARINA facility. This license is not assignable. Any attempt to assign this license or any rights arising under this license agreement is void. OWNER agrees the MARINA may assign OWNER'S vessel to a slip other than the specific slip designated in this agreement with due notice to OWNER. OWNER agrees to move OWNER'S vessel at OWNER'S expense. **OWNER'S INITIALS** _____.

OWNER has been informed of the firefighting, first aid and security provisions and equipment available at the MARINA and OWNER hereby acknowledges same as being sufficient, reasonable and adequate and OWNER hereby agrees to and does hereby hold the MARINA harmless from any failure of or insufficiency in said provisions and equipment. OWNER holds harmless, indemnifies and releases the MARINA from any and all liability, loss, claim or damage to any property, person or persons occurring at the MARINA. THE OWNER does hold harmless, indemnify and release the MARINA from any and all liability, loss, damage, or claim to property or life arising out of fire, or any other casualty, theft or vandalism, at the MARINA, even if such loss, damage or claim results from MARINA'S negligence, including but not limited to MARINA'S failure to have other additional firefighting, first aid and security provisions or equipment. OWNER is entering into this license agreement with full knowledge and acceptance of the limitations on the MARINA'S firefighting, first aid and security and other such provisions and equipment.

OWNER holds harmless, indemnifies and releases the MARINA from any and all liability, loss, damage, or claim to property or life due to temporary loss of services, i.e., water, electrical, use of equipment while in repairs, or malfunctioning of equipment.

The vessel's fuel tanks shall be kept filled at capacity at all times while in storage.

No modification to this agreement shall be enforceable unless in writing and signed by an authorized agent of the MARINA. MARINA'S failure to require strict performance of this agreement, or, the MARINA'S waiver of any condition, shall not be deemed a future waiver of any condition of or any of the MARINA'S right under this agreement.

In the event any portion of this agreement shall be deemed to be in violation of any law of the State of Alabama or of the United States, or to be otherwise invalid, said portion and said portion only shall be null and void and will be severed from the agreement and the balance of this agreement shall remain in full force and effect.

All remedies provided in this agreement are cumulative and not exclusive. Exclusive venue for any action arising out of this agreement or any alleged breach thereof or any action in any way tangential to the relationship arising under this agreement shall be in a court of competent jurisdiction in Baldwin County, Alabama.

Attached hereto are certain dockage rules and procedures which form a part of this license agreement and which OWNER agrees will be observed by the OWNER, his guests, agents, passengers and employees. The rules and procedures are incorporated herein as though they were fully set forth herein. The MARINA reserves the right to alter, amend and modify these rules and procedures at any time by posting a notice as long as such alteration, amendment or modification is reasonable. Any breach of this agreement or any violation of posted rules and regulations shall be grounds for the termination of this license agreement and the MARINA shall have the right to remove the OWNER'S vessel from the MARINA at the OWNER'S expense and the MARINA may retake possession of the slip or other mooring space.

If the person signing this agreement is not the OWNER, such person who is signing for the or on behalf of the OWNER warrants and represents his authority to obligate the OWNER and the vessel to the terms of this agreement and by signing hereon, also agrees to personally bound by the terms and obligations set forth in this agreement.

OWNER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT AND AGREES TO ABIDE THEREBY.

Executed on this _____ day of _____, 20__.

By: _____
Owner / For Owner

By: _____

RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for Owners docking at Barber Marina, the following rules and regulations are provided for your protection and constitute a part of and are deemed incorporated into the License and Lease Agreement for Dockage Space. Your compliance with the following rules and regulations will be appreciated.

1. When a boat enters the marina, the Owner, crew and guests must comply with all rules and regulations set out herein, and as amended by the Marina, from time to time.
2. Only boats in good condition, and under their own power, shall be admitted to berthing areas. In the event of an emergency during Owner's absence, e.g., breakdown of the bilge pump, leak, bad lines, etc., the Marina is authorized to make necessary repairs as economically as possible which will be charged to the Owner. Owner acknowledges and agrees that Marina is not obligated to make such emergency repairs.
3. No part of a boat moored in a marina slip may extend over any part of the marina's docks. Boats moored bow first must be secured in such a way as to prevent bow pulpit from protruding or hanging over walkways.
4. All pets must be registered with the marina office. All pets must be on a leash and controlled when moving through the common areas of the property and docks. All pets must be taken off the property for exercise and relief. Owners are expected to immediately clean up any accidental mess on the docks and property created by their pets. At the sole discretion of Management any pet deemed to be a nuisance will be banned from the marina.
5. Boats leaving for an extended cruise will so notify the Dock Master's office. The Marina reserves the right to rent all docks when vacant, however transients will move for seasonal contracts or on advance reservations.
6. The Rules of the Road and the Navigation Laws of the United States apply to all vessels entering or leaving the Marina.
7. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or other receptacles supplied for that purpose. Owner shall notify Marina of anything that will not fit in these cans and Marina shall dispose of same. No person shall discharge oil, fuel, spirits, flammable substances or oily bilges into or near the Marina. Charcoal or gas fires will not be permitted on the docks.
8. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. The use of mechanical tools (buffers, sanders, etc.) outside the boat is prohibited. All boats must have underwater exhaust in operation.
9. Advertising or soliciting shall not be permitted on any boat within the Marina. Neither the boat nor Barber Marina, its name, address or phone number shall be used for business purposes by Owners. Commercial boats in the commercial zone with written authority from management are accepted.
10. Swimming, diving or fishing shall not be permitted in the Marina.
11. Owners shall not store supplies, materials, accessories or debris on walkway, docks or finger piers and shall not construct or place thereon any lockers, chests, cabinets, or similar structures, except with written approval from Marina. Painting, scraping or repairing of gear of the boat shall not be permitted on the walkways, docks, or finger piers. The extent of repairs and maintenance which shall be permitted shall be at the sole discretion of Marina.
12. Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior written approval of Marina. Owner agrees that in case of an emergency, Marina may move the boat from the particular space

rented to any other mooring place, or if the boat is not moved in accordance with the prior notice from the Marina. Owner acknowledges slip assignment is temporary and may be reassigned by Marina for any reason Marina deems valid and reasonable.

13. Laundry shall not be hung on boats, walkways, docks, or finger piers in the Marina, nor shall "for sale" or "for hire" signs be put on boats.
14. Owners checking out of the marina shall report to the Dock Master's office and settle their account prior to leaving. It is suggested that all owners leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. However, in any event, Marina assumes no responsibility whatsoever for forwarding mail or messages. All personal property must be removed from docks when dockage is terminated; Marina assumes no responsibility for any personal property that may be remaining.
15. Marina reserves the right to limit and govern parking spaces in the Marina area.
16. Motorcycles, bicycles, skateboards and rollerblades will not be allowed to be ridden on any docks or piers and must be stored on the boat or in the parking lot. Dinghies must be berthed within the slip assigned to the boat and in such a manner as not to interfere with the adjoining slip.
17. All lines, rigging and halyards will be secured by the Vessel's Owner in order to eliminate noise. Slotted masts must have noise protection devices.
18. The owner agrees not to permit any residence aboard his vessel while at the Marina. If the Owner's vessel contains a sanitation device aboard, it must comply with the most advanced state of the art requirements of the Coast Guard governing installation and the use of such device. The sanitation device must be properly functioning at all times while the vessel is at its berth. No discharge of sanitation effluent or dumping of trash overboard shall be allowed at the Marina.
19. Any charter operation utilizing the marina must have at least \$1,000,000.00 in liability insurance in full force and affect at all times, and must list Barber Marina, Inc., as a loss payee.
20. Vessels and outside workers must present certificate of liability insurance; limits to be set by Barber Marina, Inc.
21. Employees of Barber Marina, Inc. may not be hired to perform work on any vessels at the Marina nor may they be hired to perform any other sort of personal task for or on behalf of any patron or guest at the Marina.
22. Unauthorized use of Marina supplied fresh water is prohibited.
23. Violation of any of the above rules and regulations, as amended from time to time, disorder, or indecorous conduct by Owner, his crew or guests that might injure a person, cause damage to property or harm the reputation of the marina shall be cause for immediate removal from the marina of the boat in question.
24. Owners who are leasing "wet slips" are responsible for evacuating their vessel from the Marina upon the issuance of a HURRICANE WATCH for Coastal Alabama or vicinity by the U.S. National Weather Service, National Hurricane Center and comply with the other terms of contained herein.
25. This agreement may be terminated by the Marina upon the following conditions:
 - a. By breach or forfeiture of Owner of any of the covenants or provisions of this Agreement or by violation of any Marine rule or regulation, as provided in the attachment to this Agreement.

- b. By written notice of termination by Marina, delivered to the Owner at either address specified in license agreement or to the vessel at least three (3) days prior to the effective date of termination.
 - c. By written notice to the Dockmaster of termination by the Owner, accompanied by tender of unpaid fees or charges if any, on the remaining unused term of the Agreement.
 - d. By a bona fide sale of the Vessel described in this Agreement.
 - e. By dockage or mooring facility becoming unserviceable in the Marina's sole description for any reason whatsoever.
 - f. By date of termination herein specified in license Agreement. This Agreement shall automatically terminate as a matter agreed to, within the terms of this Agreement, and without requirement of further notice.
26. It is the responsibility of the OWNER to make sure that drain plugs are inserted and removed at the time of hauling or launching. The vessel OWNER or one of his representatives needs be present in order for a boat to be launched.
27. It is the responsibility of the OWNER to MAKE SURE THAT TRIM TABS AND BOARDING LADDERS ARE IN THE UP POSITION AND IF NECESSARY TOPS, OUTRIGGERS AND ANTENNAS IN THE DOWN POSITION.

OWNER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE RULES AND REGULATIONS OF THIS AGREEMENT AND AGREES TO ABIDE THEREBY.

OWNER'S SIGNATURE: _____

DATE: _____