

SLIP # _____	@ \$ _____
DOCK BOX # _____	@ \$ _____
TOTAL MONTHLY RENT	\$ _____
SECURITY DEPOSIT	\$ _____
INSURANCE CERT. ON FLIE? YES NO DATE _____	
USER: RV _____ [closed Y / N] Retail _____ Public _____ Other _____	

Perdido Cove
 RV Resort & Marina
 13829 Anemone Drive
 Pensacola, FL 32507

Marina Slip Agreement- General

THIS MARINA SLIP AGREEMENT (this “Agreement”) is made and entered into this _____ day of _____ 200__, in Escambia County, Florida, by and between Perdido Cove Marina, and the party or parties named as “Owner” in Section 4 below (“Owner”).

1. License. Marina does hereby license to Owner and Owner does hereby license the use from Marina of the Boat Slip Number assigned above (the “Slip”) at Perdido Cove Marina for the purpose of docking and keeping the Owner’s boat described in Section 4 below (the “Boat”) at the Marina Facility. As used herein, the term Boat shall refer to any vessel owned by Owner or an affiliate of Owner that is berthed in the Marina Facility, from time to time, whether or not Owner has provided the requisite Boat information as required hereunder or not. Owner’s execution of this Agreement in no way obligates Marina to accept this Agreement. Owner’s execution of this Agreement shall be considered an application to berth its boat in the Marina Facility. Marina’s acceptance of said application shall be signified by it execution of this Agreement. Marina can accept, condition or deny Owner’s application in its sole discretion.

2. Term. The initial term of this Agreement shall commence on the earlier of (a) _____, 200___, or (b) such later date as Marina notifies Owner in writing (the "Commencement Date"), and shall expire on the last day of the calendar month that is _____ year / months from the Commencement Date)the "Primary Term", and together with any renewal terms, if applicable, the "Term". Upon the expiration of the Term (or earlier termination of this Agreement), Marina shall have the right to remove and/or store Owner's Boat in accordance with the terms and conditions of this Agreement.

CHECK ONE:

- This Agreement terminates at the expiration of the Primary Term and does not automatically renew.
- The term of this Agreement shall be automatically renewed for successive periods equal to the length of the Primary Term, following the expiration of the Primary Term (collectively, the "Renewal Term") unless Owner notifies Marina in writing at least thirty (30) days before the expiration of the Primary Term (and each successive Renewal Term, as applicable) that Owner does not desire to renew this Agreement, in which event this Agreement shall expire of the Primary Term and/or the applicable Renewal Term. Renewal of the Agreement as aforesaid shall be on the same terms as this Agreement, except that the Slip Usage Fee set forth in Section 3 hereof may be adjusted by Marina to conform to its then-current rates.

3. Slip Usage Fee: Security Deposit. In consideration for the Owner's license and use of the Boat Slip, the Owner shall pay, through and until _____ 200__ to Marina a monthly fee in the amount of \$ _____ per foot of the greater of (a) the length of the Boat (as indicated below and verified by Marina), or the (b) the length of the Slip (the "Initial Slip Usage Fee", and commencing on _____ 200__, a monthly fee in the amount of \$ _____ per foot of the greater of (a) the length of the Boat (as indicated below and verified by Marina), or the (b) the length of the Slip (the event the size of the Boat is not known at the time of execution of this Agreement or the boat berthed at the Marina Facility under this Agreement is ever changed, the Slip Usage Fee shall be adjusted at the time the Boat is berthed. All slip Usage Fees under this Agreement are due and payable in advance on the first day of each month without demand, offset or deduction. The Slip Usage Fee for any fractional portion of any month shall be paid on the first day of the term of this Agreement. The Security Deposit in the amount set forth above will be returned to Owner, less any amounts due Marina under the terms of this Agreement, at the expiration or termination of this Agreement. From an after _____, 200___, or such later date as notified

by Marina, Owner shall pay the Club dues as specified in the Rules and Regulations.

4. Owner Information (If more than one individual, attach additional sheets with information for each individual. In case of entity, list information for all members, partners or shareholders using additional sheets if necessary. The named Owner should be the owner of the Boat. Additional parties authorized to use the boat other than Owner should be maintained on file in the Marina offices).

Name	Address	City	State	Zip
Home Phone	Business Phone	Mobile Phone	Fax No.	
E-Mail Address	Drivers License Number/State	Social Security		
Desired Boat Slip Size (Rank Preference, if any): <u> </u> 26 <u> </u> 35 <u> </u> 40 <u> </u> 42 <u> </u> 45 <u> </u> 50 <u> </u> 55 <u> </u> 60 <u> </u> 70				
<u>Dock Box Rental</u> <input type="checkbox"/> Y <input type="checkbox"/> N				

5. Boat Information. In the event the following information is not known at the time of execution of this Agreement, Owner shall provide said information the earlier of (a) 30 days prior to the Commencement Date, or (b) as soon as such information is known to Owner; provided however that in the event this information is not known at the Commencement Date, said information shall be provided no later than 30 days prior to berthing the Boat in the Marina Facility. See Section 1 of the Rules and Regulations for further information on Boat information Approval.

Boat Name	Lgth/Beam/Draft	Homeport	Manufacturer	Doc. #	State Reg. #
				\$	
Insurance Company	Agent Name	Policy No./Term	Liability Limits		
COVERAGES: LICENSOR INCLUDED AS ADDITIONAL INSURED? Y / N					
POLLUTION? Y / N CONTRACTUAL LIABILITY Y / N					
Mortgagee or Legal Owner Name		Address	City/State	Zip	Phone

6. Rules and Regulations. The Rules and Regulations for the Marina Facility are attached hereto as Exhibit "A" (the "Rules and Regulations") and are incorporated herein by this reference as if a part of this Agreement. Marina reserves the right

to amend and modify such Rules and Regulations from time to time as Marina deems advisable in its sole discretion. All other rules and regulations posted at the Marina Facility, including without limitation the Dockside Policies and Procedures, shall be deemed a part of the Rules and Regulations as if set forth herein. Such Rules and Regulations shall, upon notice from Marina to Owner, become effective and a part of this Agreement as though fully set forth herein. Owner further agrees to observe and abide by and insure that its family, guests or invitees to observe and abide by the Dockside Policies and Procedures and all other rules and regulations as may be posted on the grounds of the Marina Facility from time to time. Any failure of Owner, its family, guests or invitees to observe and abide by such Rules and Regulations and such other posted rules and regulations shall be deemed to be a default by Owner under this Agreement.

Perdido Cove reserves the exclusive right to cancel this agreement within 60 days by written notice to licensee.

IN WITNESS WHEREOF, the undersigned execute this Agreement as of the day and year first above written.

LICENSEE:

LICENSOR:

If individuals:

Print Name: _____

PERDIDO COVE

Print Name: _____

By: Perdido Cove

Signature: _____

Print Name: _____

Name: Lynnanne Faulkner

Title: Development Accountant

Print Name: _____

Notice Address:

113 Baybridge Park Dr.,
Gulf Breeze, FL 32561

If and entity:

Name of entity: _____

Telephone:

(850) 934-6592

By: _____

Facsimile:

(850) 497-8849

Name: _____

Title: _____

The Perdido Cove Marina—Boat Slip Agreement Rules and Regulations

1. Boat. Marina reserves the right in its sole discretion to accept, deny, or condition occupancy of any Boat in the Marina Facility, and in the event Marina denies occupancy to a Boat after the date of this Agreement, this Agreement shall be terminated at Marina's discretion. In the event Owner does not provide the Boat Information with the execution of this Agreement and Owner accepts this application by executing the Agreement, such acceptance shall be conditioned upon submission of the Boat Information and Marina's approval of the Boat, in its sole discretion. Owner assumes the risk that the Boat may be denied at the time the Boat Information is provided if not provided with Owner's initial submission of this Agreement to Marina, and no refund of the Slip Usage Fee shall be made for amounts paid prior to providing the Boat Information. All Boats shall be maintained in a first class manner, including first class operation, appearance and conduct. Marina reserves the right to terminate this Agreement in the event any Boat fails to meet said standard, in Marina's sole discretion.
2. Vacancy. Owner will notify Marina in writing of any extended Slip vacancy (one week or more) ("Extended Vacancy"). Marina shall have the right to use the Slip during any times when the Slip is not occupied by the Boat, included any Extended Vacancy, without reduction in the Slip Usage Fee. Notice must be given to Marina prior to any removal for an Extended Vacancy of the Boat from the water by Owner and/or its agents or representatives.
3. Insurance: Non-Liability of Marina. Owner must, at its sole cost and expense, maintain liability and property damage insurance covering the Boat (which insurance must provide primary rather than secondary coverage) with liability limits in amounts sufficient to ensure performance by Owner of all of the exemption, waiver, hold harmless and indemnity provisions contained in this Agreement, including claims involving premises liability or Marina's negligence and/or other fault, and shall have Marina expressly identified in the insurance policy as an additional insured. Owner must, in any event, carry liability insurance and property damage insurance, with accidental pollution coverage, with limits of at least \$500,000. Marina requires Owner to provide evidence satisfactory to Marina of compliance with Owner's obligations to insure. Each policy shall list Marina as additional insured and provide that it is not subject to cancellation except after 30 days following notice to Marina.

Owner must deliver to Marina no later than the earlier of (a) 30 days after receipt of a fully executed Agreement, or (b) 30 days prior to berthing the Boat in the Marina Facility if the Boat is not known at the time of execution of this Agreement, certificates evidencing the existence of insurance in compliance with the provisions of this section. Owner's failure to comply with or demonstrate compliance with this section does not in any way constitute a waiver by Marina of this section and the provisions herein. Marina shall not be liable to Owner or to Owner's family members, guests or invitees for any injury or damage to personal property caused by any act or failure to act by Marina or by the act of any other Owner or other third party, or due to the piers or boat stalls or other property of Marina being improperly constructed or becoming out of repair. Owner accepts the Slip (or any slip the Boat may hereinafter be placed in) as suitable and waives any defects therein and agrees to hold Marina harmless from and against any liability or injury, loss of or damage to the Owner's Boat or other personal property due to fire, theft, rainstorm or acts of God or due to acts of omissions, carelessness or negligence of Marina or Marina's employees, agents, representatives or contractors, whether similar or dissimilar. It is agreed that Owner's insurer shall have no subrogation rights against Marina for loss, damage and/or injury sustained by Owner or his or her family, agents, employees, guests, invitees or licensees in or about the Slip or the Marina.

4. Late Fee. Owner shall pay a late fee to Marina if any payment due hereunder is not made within ten (10) days after the required due date equal to five percent (5%) of the unpaid amount. Additionally, Owner agrees to pay a charge of Fifty and No/100 Dollars (\$50.00) for each check returned unpaid for insufficient funds, and late charges shall accrue as if no check had been given and continue until Marina which has been given and continue until Marina receives good funds for such check. With respect to any payment or other charge due to Marina which has been delinquent for a period of thirty (30) days, such delinquent amounts shall, to the extent permitted by applicable law, bear interest from the date on which the same became due until paid at the lesser of (a) eighteen percent (18%) per annum or (b) the highest rate for which Owner may legally contract under applicable law. Further, if Owner is regularly late in making payments due to Marina hereunder, Marina may require, as a condition to the continuance of this Agreement, that Owner pay in advance, on a quarterly, semi-annual or annual basis, the Slip Usage Fees and other charges becoming due hereunder.

If individuals:

Agreed to and accepted by: _____

Licensee

Agreed to and accepted by: _____

Licensee

Agreed to and accepted by: _____

Licensee

Agreed to and accepted by: _____

Licensee

If an entity:

Agreed to and accepted by:

Name of entity: _____

By: _____

Title: _____