

NAME _____ SLIP _____ EFFECTIVE DATE _____ LEASE NO. _____
MINIMUM LENGTH CHARGE _____ EXPIRATION DATE _____

MARINER CAY MARINA
3901 SE ST. LUCIE BOULEVARD, STUART, FLORIDA 34997
OFFICE: 283-6605 MARINA: 287-2900 FAX: 283-3329

DOCKAGE AGREEMENT

This Agreement is made between **MARINER CAY PROPERTY OWNERS ASSOCIATION, INCORPORATED**, doing business as **MARINER CAY MARINA**, herein referred to as **MCPOA**, and the undersigned boat owner, herein called Owner.

CHECK-IN DATE _____ CHECK-OUT TIME: 2:00 PM

OWNER'S NAME _____ BOAT NAME _____

HOME ADDRESS _____ STATE REG./DOC. NO. _____

CITY _____ LENGTH OVER ALL _____ BEAM _____ DRAFT _____

STATE _____ ZIP _____ POWER _____ SAIL _____

PHONE NO. _____ CAPTAIN'S NAME _____

It is mutually understood and agreed that the undersigned Owner/Captain agrees to pay MCPOA the following dockage fees and costs:

Dockage \$ _____ per day/month/annum. Utilities \$ _____ per day/month/annum _____ AMP

Tax (____ %) \$ _____ Utilities and Dockage, plus tax \$ _____

DURATION: ☐ DAILY ☐ MONTHLY ☐ ANNUAL ☐ SEASONAL _____ (NO. MONTHS)

ALL DOCKAGE IS PAYABLE IN ADVANCE FOR CONTRACT LENGTH.

MCPOA shall have a lien against the above described boat, her appurtenances and contents, for unpaid sums due for the use of dock facilities and services, or for damage caused or contributed to by the above described boat or her Owner, crew, or guests, to any docks or property of **MCPOA** or damage to property of other persons at the Marina. Nonpayment of rent for a period of six (6) months shall authorize **MCPOA** to sell the vessel, which is the subject of this lease, at a non-judicial sale.

This Agreement is for the use of any dock, pier, or bulkhead rented from **MCPOA** and such property is to be used at the sole risk of the Boat Owner. **MCPOA**, its agents, servants, and employees shall not be liable for the care, custody, or protection of the boat including her gear, equipment or contents, or for any damage or injury sustained by the Owner, his employees, servants, invitees, or guests, whether due to any alleged neglect by **MCPOA** or otherwise.

OWNER AGREES TO INDEMNIFY AND HOLD MCPOA, ITS AGENTS, ITS AGENTS, SERVANTS, AND EMPLOYEES HARMLESS AGAINST ANY LOSS WHATSOEVER, INCLUDING ANY COST OF CLAIM OR SUIT, JUDGMENT, COSTS, EXPENSES, AND ATTORNEY FEES INCURRED OR WHICH ARISE OUT OF ANY ACTION OR CAUSE OF ACTION RELATING TO OR CONCERNING THE USE AND/OR RENTAL OF ANY AREA OR FACILITY OF MCPOA. IT SHALL BE A FURTHER CONDITION OF THIS AGREEMENT THAT OWNER SHALL MAINTAIN AT ALL TIMES WHILE THIS AGREEMENT IS IN EFFECT, A CERTIFICATE OF INSURANCE, NAMING MCPOA AS AN ADDITIONALLY NAMED INSURED, FILED AT THE MARINA OFFICE, EVIDENCING INSURANCE IN AMOUNTS SUFFICIENT TO SUITABLY INDEMNIFY MCPOA. AS A FURTHER SECURITY MCPOA, AT THE TIME OF EXECUTION OF THIS AGREEMENT, SHALL REQUIRE THAT A CREDIT CARD VOUCHER BE IMPRINTED AND SIGNED BY OWNER, FOR THE EXPRESS PURPOSE OF PROVIDING MCPOA SECURITY AGAINST DAMAGES TO MCPOA MARINA FACILITIES, CAUSED BY OWNER, OWNER'S AGENTS, GUESTS OR OWNER'S BOAT.

HURRICANES: The undersigned Owner/Captain acknowledges that he/she has executed, and agrees to be bound by the terms of, "Lessee's Hurricane preparation Plan" which is included herein by reference and made a part hereof. Owner/Captain, further agrees that he/she shall comply with the plan to remove said boat in accordance with the elections made on the aforementioned "Lessee's Hurricane preparation Plan".

This Agreement shall be in effect at all times subject to the following conditions which shall cause automatic termination of the Agreement:

1. By destruction of the MCPOA facilities by fire, storm, or other calamity.
2. In the event of Owner making a bona fide sale of the boat listed herein.
3. By breach or default of the following provisions:

Owner agrees to comply with all the posted Rules and Regulations and mutually considered parts of this Agreement, it being understood that any breach thereof or violation of the Rules and Regulations shall terminate immediately the rental of dock space thus permitting MCPOA to remove the boat, equipment and contents, and to retake possession of said space. In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. This Agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States.

Owner acknowledges that he/she has read the Agreement and fully understands and agrees to be bound by the Rules and Regulations, both hereon and on the reverse side hereof.

ALL DOCKAGE AND OTHER CHARGES ARE PAYABLE TO THE MARINA OFFICE OF MCPOA PRIOR TO DEPARTURE.

Signed _____ Date Executed _____
Mariner Cay Property Owners Association, Incorporated

Signed _____ Date Executed _____
Boat Owner

MARINER CAY DOCKSIDE RULES AND REGULATIONS

Boat owners, crew and guests shall comply with all the rules set out herein:

1. Subleasing of a slip by a boat owner is not permitted. Slip rental authorizes Owner, Owner's guests and agents access to the Marina, Bathhouse area, Parking Lot and Entrance Road between the Security Gate and Marina. All other areas are the private property of Mariner Cay residents.
2. MCPOA reserves the right to request an owner to move his boat from the particular leased space to another mooring space whenever deemed necessary by MCPOA.
3. Boats leaving for an extended cruise shall notify the Dockmaster's office, providing date of departure and proposed return date. MCPOA reserves the right to rent dock space when so vacant. Transient boats will be required to move and vacate for boats holding contracts or boats with advance reservations.
4. Pets are permitted, provided they do not disturb other Dockers or Marina guests. Pets shall be leashed at all times when on the docks or ashore and shall be curbed at the designated "dog walk." Owners shall remove the droppings.
5. It shall be the responsibility of a boat owner to keep the dock, pier, or bulkhead leased to him in an orderly and clean condition. Docks and finger piers shall be kept clear of all obstructions. No motorized vehicle of any kind or other riding conveyance shall be permitted on any dock, pier, or bulkhead. Lessee shall affix no structures i.e. steps, risers or other appurtenances to docks or finger piers.
6. It shall be the responsibility of the boat owner to keep his vessel in such condition that it does not become unsightly or dilapidated, or reflect unfavorably on the appearance standards of the Marina.
7. No exterior work or repair on boats shall be permitted if the work is hazardous or possibly damaging to the Marina or the Manatee Pocket. All engine or generator repair work must be done inside the boat. No spray painting or sanding or hull paint, of any kind, may be performed in the Marina. Bottom cleaning, routine varnish work, canvas repair and replacement, routine electric repair or replacement may be done.
8. All stoves, heaters, air conditioners, and refrigeration units shall comply with Coast Guard standards of safety fastening and securing, and proper ventilation and refueling procedures. Open fires shall not be permitted on boats, docks, or piers. Charcoal and propane grills are to be considered open fires. Cooking grills are available at the Pool Area for the use of Marina Customers and Guests.
9. All children under 12 years of age must be accompanied by an adult and/or wear a life jacket at all times while on the docks or at the Mariner Cay pool.
10. The pool is available to Marina customers and their guests (guests shall be accompanied by Marina customer). All posted Pool Rules must be observed. Any items brought to the Pool (toys, towels, food, cups, plates, refuse, etc) must be removed upon departure. Failure to leave the Pool area in clean uncluttered condition may result in the suspension of Pool privileges.
11. In order to preserve the quality of the water in the Manatee Pocket, persons aboard boats not equipped with holding tanks must use shore facilities for disposal of human waste. Pump-out facilities are available for those boats equipped with holding tanks. A charge of \$5.00 will be made for pump-out of non-Mariner Cay residents or non-Marina lessees.
12. Refuse shall not be thrown overboard. Garbage shall be bagged and deposited in the shore dumpster. No person shall discharge oil, spirits, inflammable liquids, oily bilgewater or sewage into the waters of the Marina.
13. PETROLEUM PRODUCTS OR LIKE ITEMS (FILTERS, RAGS ETC.) SHALL NOT BE DISPOSED OF ON THE MARINER CAY PREMISES. OWNERS SHALL CONSULT WITH THE DOCKMASTER FOR DISPOSAL SUGGESTIONS.
14. Boat owners, crew, and guests are prohibited from exhibiting advertising signs at the Marina. They are further prohibited from soliciting business or offering merchandise for sale to others at the Marina.
15. Laundering or drying of laundry on docks, piers, bulkheads, decks, or rigging is not permitted. Marina customers and their guests are invited to use the Laundry facilities located in the Bathhouse area.
16. MCPOA reserves the right to limit, govern, and assign space for vehicles in the Marina parking area. Vehicles carrying advertising are prohibited from parking on the premises overnight. Trailers, boats (whether on or off of trailers) are prohibited, as well as habitable motor vehicles, motorcycles or other special purpose vehicles, at any time. Pickup trucks of owners and crew shall be parked near the dumpster, pool side, whenever possible. All vehicles entering upon Mariner Cay premises shall comply with all security requirements, including stopping at, and registering with the guard gate, and shall display such window stickers, or other markings, as are required by MCPOA from time to time.
17. Owner's, guests' or owner's agent's exceeding the posted speed limits within Mariner Cay is grounds for termination of Owner's Marina contract.
18. Owner has executed "MARINER CAY MARINA LESSEE'S HURRICANE PREPARATION PLAN" and shall comply with his/her elections as to removal of his/her boat in the event a hurricane watch is issued.
19. Owners shall leave keys with the Dockmaster and provide a local contact name and telephone number.
20. Each Owner shall ensure that his vessel is registered or titled pursuant to the applicable sections of Florida law, if such registration or titling is required.
21. Noise which can be heard outside a vessel, including the playing of radios, stereos, and the like, is prohibited in the Marina between the hours of 10 p.m. and 8 a.m.
22. No lessee may solicit, contract, or perform any major repair for another vessel in Mariner Cay Marina. All major work shall be performed in a boat yard.
23. All boats must have working bilge pump. MCPOA assumes no liability for the pumping or other protection of Lessee's boat or other personal property.
24. Prior to moving his/her boat into Mariner Cay Marina, each Owner wishing to live aboard for an extended period must schedule an interview with the MCPOA Homeowner's Welcoming Committee, and be approved as a live-aboard candidate. (Interviews shall be scheduled through Dockmaster's office). Pursuant to the regulations of the Florida Department of Environmental protection, live aboards may not live aboard more than six (6) months during one calendar year. (A period aboard of more than twenty (20) days in any month constitutes a month.)
25. Any violation of the above rules and regulations, disorder, depredations, or indecorous conduct, or any provoking or abusive language by a boat owner, crew or guests which, in the sole opinion of MCPOA Board of Directors, potentially creates a hazard to persons or property or which may be harmful to the reputation of MCPOA, or which may infringe on the rights of quiet possession of other occupants of the Marina, or Mariner Cay Residents, shall be considered just cause for immediate termination of Owner's lease and shall cause the immediate removal of Owner's boat.

-NO WAKE, PLEASE!