

BOAT SPACE AGREEMENT

Mooney Bay Marina LLC agrees to furnish services as indicated on this contract Shown. The OWNER will pay for services as follows: Deposit, payment terms and method of payment all according to this agreement. A missed payment is considered a Contract default, which results in forfeiture of the dock or mooring. All deposits are nonrefundable nor transferrable to other customers or services beyond dockage.

Winter storage fees are due when the boat is hauled out of the water. Boat will not be launched until after all charges are paid.

OWNER agrees to have his/her boat out of his/her slip by the end of the season as Mooney Bay Marina LLC will start pulling docks by October 15th. If the Owners boat is still on the dock after October 15th when the season officially ends, Mooney Bay Marina LLC shall have the right, but not the obligation, to remove, winterize and store Owners boat at Owners expense.

The MARINA will observe the haul and launch dates as established herein as nearly as possible in keeping with its boat hauling capacity and as weather conditions permit.

THE OWNER shall leave a key to his/her boat at the MARINA office prior to docking said boat at Mooney Bay Marina LLC for the MARINA'S use. Sufficient lines, fenders, required mooring snubbers and other necessary tie-up gear will be furnished aboard the boat by the OWNER prior to launching and the OWNER accepts full responsibility for the condition of such gear and for any damage that may result from its use.

The OWNER agrees that the MARINA shall not be liable under any circumstances whatsoever for any damage to any property of the OWNER, including the boat described herein, weather damage is caused by confiscation, order of any government or public authority, discoloration from natural or inherent caused, collision with underwater objects, high or low water, fire, theft, weather conditions, vandalism and or acts of God. The MARINA is not responsible for any losses on or damage to other boats or property caused by the OWNER or his/her invitees.

OWNER SHALL BE RESPONSIBLE FOR OBTAINING AT OWNERS'S EXPENSE ANY PROPERTY DAMAGE, FIRE, THEFT OR SIMILAR INSURANCE UPON SAID BOAT. MOONEY BAY MARINA LLC SHALL NOT BE REQUIRED TO PROVIDE ANY INSURANCE.

The OWNER shall be responsible for the conduct and actions of his/her guests as well as himself/herself.

OWNER may not hire or otherwise employ outside employees or vendors until they have been registered with the MARINA office and have presented an acceptable certificate of proof of insurance prior to commencing any work on the MARINA premises. The OWNER hereby agrees that OWNER IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL HAZARDOUS MATERIALS IN CONNECTION WITH HIS/HER PROPERTY AT THE MARINA. INCLUDING BUT NOT LIMITED TO BATTERIES, GAS, OIL, PAINT, SOLVENTS AND PETROLEUM DISTILLATES AND OTHERS.

It is also understood and agreed to by the OWNER that while his/her vessel is docked at Mooney Bay Marina LLC, the OWNER will comply with and be solely responsible for his/her boat's compliance, at all times, with the Rules and Regulations of the United States Coast Guard governing use and display of Anchor Lights.

The OWNER grants permission to Mooney Bay Marina LLC to move the boat by its own power or by towing for any safety reason that may arise.

OWNER covenants and agrees to save harmless and indemnify Mooney Bay Marina LLC from any claims, suits and damages sustained by the MARINA arising from the operation of this agreement including reasonable attorney's fees incurred by the MARINA in defense of any claim brought by any person(s) who are guests or invitees of the OWNER, including members of the Owners family.

The MARINA shall have mechanics, storage, maritime and /or other lien(s) upon the OWNERS boat for all the above charges to satisfy the lien(s). The MARINA may sell the boat and /or equipment at public or private sale if debts is not fully satisfied after due date. The OWNER shall be obligated to pay any deficiency resulting from said sale.

DATE_____

SIGNATURE_____