

Whiskey Island Marina & Wendy Park
2800 Whiskey Island
Cleveland, Oh 44102-2251
Phone: (216) 631- 1800 Fax: (216) 631-0990

WHISKEY ISLAND MARINA
2012 SEASON
DRY SAIL DOCKAGE AGREEMENT

Slip _____

Name: _____

This Agreement is made at Cleveland, Ohio, as of the date last written below, by and between Whiskey Island Partners, L.P., ("Marina") and the first undersigned, with his agents, guests, family members, employees, heirs, executors, administrators and assigns (collectively the "Owner").

1. Boat Data and Term

- 1.1 This Agreement pertains only to the Owner's boat ("Boat") described in Schedule A.
- 1.2 The term of this Agreement shall commence on May 1, 2010 and end on October 15, 2010, unless earlier terminated as provided herein.
- 1.3 Owner represents that he is the registered owner of the Boat described in Schedule A and that the address given below is his/her last mailing address. Owner agrees to promptly inform the Marina of any change in his/her mailing address and that in the absence of doing so, Marina may rely upon the stated last address.

2. Dry Sail Dockage

- 2.1 Marina shall provide dry dockage for Owner's Boat. Owner acknowledges that Marina shall have sole discretion to designate (and periodically to change) the dockage space allocated to Owner's Boat. Such dockage space is to be used at the sole risk of Owner and Owner agrees that Marina shall not be liable for the care of or protection of the Boat, its appurtenances, or for any loss or damage of any kind or nature to the Boat, or injuries due to theft, fire, vandalism, Acts of God or any other cause to boats, vehicles, equipment, contents or any other property on Marina's premises, unless such injury, damage or loss is directly caused by the negligent act or omission of the Marina or its employees.
- 2.1a Owner agrees that he is solely responsible for the safe operation of the dry sail hoist. Owner agrees that the marina shall not be liable for the any loss or damage to the Boat or injuries or damage to person or property that arises from the use of the dry sail hoist.
- 2.2 Owner agrees that his use of Marina dry dockage space entails no warranty of any kind as to the condition of the hoist, piers, walkways, gangways, ramps or mooring gear nor shall Marina be responsible for injuries to persons or property occurring upon Marina property for any reason.
- 2.3 Subject to other provisions herein, Owner's privileges include dry dockage, use of the dry sail hoist, parking in appropriate areas of the Marina parking lot, the use of bathroom, showers, and other facilities.
- 2.4 Owner agrees that only reasonable and customary usage will be made of the dry sail hoist and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted in the dry sail area or premises, and that the Owner will keep the dock and premises covered hereby free and clear of gear and tackle and other obstructions, and will deposit all rubbish and garbage in containers provided by the Marina
- 2.5 This Agreement shall terminate at the end of the dockage period contracted for. An Owner occupying dry sail dockage for one year may continue to occupy the same space in subsequent years, but this privilege is not guaranteed by the Marina. IF YOU DESIRE DRY SAIL DOCKAGE NEXT SEASON, A NEW AGREEMENT MUST BE SIGNED BY NOVEMBER 15th or the Marina makes no representation or guarantee as to the availability of the dockage space.
- 2.6 Failure of Owner to remove his Boat from Marina premises within 15 days of the end of the Agreement Term be deemed to be an authorization for the Marina to have the Boat removed and stored elsewhere at Owner's expense and risk. Marina expressly disclaims any responsibility for Owner's Boat under such circumstances.

3. Owner's Covenants

Owner hereby covenants and agrees that:

- 3.1 Owner shall not permit any solicitors, brokers, salespeople, workers or prospects on or about the Boat while it is in the Marina unless previously approved by Marina. Owner warrants that the Boat is used for pleasure or business entertainment only and that Owner is not in the business of selling boats or any other type of marine equipment at Marina except by written consent of the Marina.
- 3.2 Rights and privileges granted under this Agreement are personal and not assignable by Owner for any reason whatsoever, unless Marina gives prior written approval, which approval shall not be unreasonably withheld. Any attempt by Owner to assign his rights or privileges under this Agreement may result in immediate termination of this Agreement and the Agreement Term. In such event, Owner shall receive no refund of money paid through the date of the attempted assignment.
- 3.3 Owner's Boat shall not be provided dockage unless and until Owner pays Marina any and all fees and charges required hereunder and access to Marina may be denied unless and until all fees and charges are paid.
- 3.4 Owner hereby accepts and shall abide by Marina's Rules and Regulations, which are attached hereto as Schedule B and incorporated herein by reference, and which may be periodically amended by Marina in its sole discretion, and all other Marina rules, regulations and policies, and all laws pertaining to marina operations, all safety rules and provisions, speed limits, warning signs and any and all other indications of public or private safety.
- 3.5 OWNER SHALL PROVIDE EVIDENCE OF INSURANCE FOR HIS BOAT AND EQUIPMENT AGAINST DAMAGE OR THEFT. Owner shall obtain and maintain continuously such personal liability insurance and property damage insurance as are sufficient to cover any loss or damage to Boat and to protect Owner and hold Marina harmless against any loss or damage made by reason of injury or death to person or damage to property and resulting to or caused by Owner's Boat or other property or persons using same regardless of cause or reason.
- 3.6 Owner authorizes the Marina to move the Boat as may be required in the event of any emergency or to avoid loss or damage to Marina property. Owner further agrees that Marina shall not be liable for any damage to the Boat caused by such moving of the Boat.
- 3.7 Owner agrees to keep Boat in a seaworthy condition, and shall create neither a fire hazard an eyesore, nor a sinking hazard. Owner agrees to keep the Boat properly moored and dry within at all times.
- 3.8 Owner agrees that it is his sole responsibility to make, or have made, periodic inspections of said Boat while it is in dry dockage to insure that the Boat is secure and that any boat covering(s) is properly attached and maintained.
- 3.9 Owner hereby expressly assumes full responsibility for any and all loss or damage to the Boat or Owner's other property or caused by Owner's Boat or other property.

4. Security Agreement

- 4.1 This Agreement constitutes a Security Agreement whereby Owner (as Debtor) hereby grants to Marina (as Secured Party) a lien and a security interest in and to Owner's Boat, together with any additions to and contents of such Boat, to secure payment of any and all amounts due Marina under this Agreement. Owner further agrees that Marina has all the rights of a secured party under Ohio Revised Code Chapter 1309.

5. Termination

- 5.1 If Owner becomes one (1) month delinquent in payment of fees due hereunder for dockage, Marina shall have the right to repossess the dock space assigned to the Owner's Boat and to secure the Owner's boat to the space occupied or to store Owner's boat in any other location, and Marina shall charge the Owner for same. The Marina and Owner agree that any dockage space made vacant by the removal of Owner's Boat may be rented to another party by Marina at the discretion of Marina. THERE WILL BE NO REFUNDS TO OWNER WHERE MARINA REPOSSESSES DOCKAGE SPACE.
- 5.2 In addition to the remedies available to Marina in Sections 8.4 and 3.2, Marina may terminate this Agreement immediately upon written notice without refund to Owner at Owner's last known address if Owner violates or permits violation of or fails to perform any of Owner's covenants, duties or obligations hereunder, including such duties and obligations as are contained on Schedule B, as periodically amended.

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5.3 Marina may terminate this Agreement for any reason regardless of cause after mailing to Owner by ordinary United States mail written notice of termination at least twenty (20) days prior to the termination date; provided, however, that if Marina terminates this Agreement and the Agreement Term under this Section 5.3, Marina shall refund to Owner the pro rata portion of all fees charged hereunder.

5.4 In the event of termination of this Agreement and the Agreement Term under Section 8.4, 3.2, 5.1, 5.2, or 5.3 if Owner fails to remove Owner's Boat and/or other property from Marina's premises within 15 days of the termination date, Marina is hereby authorized to remove such Boat and property at Owner's expense and risk, to store such Boat and property at any location at Owner's expense and risk, to take possession of and to re-let the dockage space and to retain any balance or pre-paid fees and other charges as liquidated damages. Charges for dockage of the Boat and other property shall be equal to the transient dockage rate then in effect, or a dockage facility's charges, whichever is higher.

6. Indemnification

6.1 Except as otherwise provided for in this Agreement, neither party shall be liable to the other for or be required to indemnify the other for consequential, special, indirect or incidental damages arising out of this Agreement.

6.2 Marina shall not be liable to Owner for liquidated or consequential damages of any kind arising out of the Termination of this Agreement by Marina.

7. Miscellaneous

7.1 This Agreement is executed in the City of Cleveland, State of Ohio and all disputes, controversies and interpretive matters hereunder shall be governed by Ohio law.

7.2 This Agreement constitutes the entire Agreement between Marina and Owner regarding the subject matter hereof and all other written or oral agreements, arrangements, representations, understandings, statements and warranties regarding the subject matter hereof are merged and superseded by this Agreement. This Agreement may not be amended unless by a written instrument signed by both Parties, except as provided in Section 7.3 herein.

7.3 The Rules and Regulations (attached hereto and incorporated herein by reference) may be amended by Marina from time to time for the safety, health and welfare of persons using dockage space. Notice of any such amendment shall be made by placing a copy of such amendment on or about the assigned dock, or on Owner's Boat or in a public place on the Marina Bulletin Board and shall be deemed to amend this Agreement automatically without further action by the Parties.

7.4 All provisions of this Agreement are severable and no provision hereof shall be affected by the invalidity of any such provision.

7.5 In the event of a dispute regarding the dockage agreement, the Boat Owner and Whiskey Island Marina agree to resolve the dispute by looking to this Agreement. The Boat Owner agrees that this Agreement is the complete and exclusive statement of the dockage Agreement between the Boat Owner and the Marina which supersedes any proposal or prior agreement, oral or written, and any other communications between the Boat Owner and the Marina relating to the subject matter of this Agreement. If there is a conflict between what one of the Marina's agents or employees says and the terms of this Agreement, the terms of this Agreement shall control.

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8. Fees and Charges

8.1 Owner shall pay Marina fees and other charges as follows:

DRYSAIL LIFETIME MEMBERSHIP \$200.00

This membership fee is a one time initiation fee, granting the payee a lifetime membership with Whiskey Island Marina Sailing Association. * Includes :Newsletters, discounted rates, and other incentives.

DRYSAIL DOCKAGE

Non displacement vessels \$300.00

Dockage is for the period, April 1, 2012 to Oct. 15, 2012

WINTER DOCKAGE \$175.00

Winter dockage period from Oct. 16, 2012 – April 30, 2013

8.3 Payment worksheet:

Beachboat Memebership: _____

Dry Sailboat Dockage: \$0_____

Total: \$_____

Payment due dates:

Oct. 15, 2011	April 1, 2012 Balance due

8.4 Dry sail fees paid hereunder are not refundable unless this agreement is terminated by Marina under Section 5.3 hereof. Any dockage fees and other charges not paid in accordance with this Agreement shall bear interest at the maximum rate permitted by law until fully paid. If owner does not pay the fees and charges as herein stated, Marina shall also have the right and option to terminate this Agreement and the Agreement Term at any time without notice or demand, to keep all fees and payments made to Marina and to retain custody of Owner's Boat, subject to Sections 5.1 and/or 5.4 until all outstanding balances are paid in full.

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Automatic Payment Authorization

I authorize Whiskey Island Marina to charge my MC / Visa credit card for my dockage payment(s) either:
_____ Please charge my credit card in accordance to the payment terms in
Section 8.

OR

_____ I will send my payment(s) when they are due in accordance with Section
8 and Whiskey Island Marina has my authorization to charge my credit
card if the payment is more than 10 days late.

Signed _____ Date _____

Credit Card# _____ Exp. Date _____

IN WITNESS WHEREOF, the parties have set their hands as of the day and year written below.

Signature Date

By: _____
Whiskey Island Marina

Print Name

Title of employee

Address

City, State & Zip

Email Address

Phone # (s)

Deposit Information

Amount \$250.00 _____	Schedule A _____ (Cust/Boat Info)
Method: Cash : _____ Receipt# _____	Schedule B _____ (Rules & Regulations)
Check#: _____	Veh. Sticker(s) _____
Credit Card # : _____	Gate Card(s) _____
Exp. Date: _____	

Revised 9/2/09