

**VESSEL STORAGE LEASE AGREEMENT**

**SEAWAY MARINE CENTER, L.L.C.  
13247 Seaway Road  
Gulfport, MS 39503  
228-604-4600 or 228-276-1712**

**THIS AGREEMENT is entered into by and between SEAWAY MARINE CENTER, L.L.C., hereinafter referred to as "MARINA", and the undersigned vessel owner, hereinafter referred to as OWNER.**

**OWNER INFORMATION**

**VESSEL INFORMATION**

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Builder \_\_\_\_\_

City \_\_\_\_\_

Model \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Engine(s) \_\_\_\_\_  
Yr. \_\_\_\_\_

Home Phone \_\_\_\_\_

Beam \_\_\_\_\_

Work Phone \_\_\_\_\_

Height \_\_\_\_\_

Drivers license No. \_\_\_\_\_ State \_\_\_\_\_

HIN \_\_\_\_\_

Insurer \_\_\_\_\_

Boat Reg No. \_\_\_\_\_

Policy No. \_\_\_\_\_

Calculated Length \_\_\_\_\_  
(Exhibit "D")

**Credit Card Information**

**Monthly Rate: Monthly Fee of \_\_\_\_\_ per month for a period of \_\_\_\_\_ months, as calculated on Exhibit "D."**

WHEREAS, for the benefit of the above named Vessel and its OWNER, the MARINA agrees to lease a dry storage rack within the MARINA'S Storage Building, a wet slip, or a yard space upon the MARINA'S Grounds subject to the following terms and conditions:

- 1. **Commencement Date:** This lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_ (initials of OWNER)

**2. Rental, Charges, Purchases:** The monthly lease fee is contingent upon an initial twelve (12) month consecutive occupancy. Should the OWNER terminate this lease prior to the end of the initial twelve month period, the OWNER agrees that all lease fees earned by the MARINA shall be converted to an early termination monthly rate of fifty percent (50%) of the above monthly fee. Lease fees are subject to change after the initial term of the lease noted above and shall become effective upon thirty (30) days' written notice to the OWNER'S address listed above. This lease shall terminate thirty (30) days after the receipt of written notification from one party to the other.

Lease fees are due and payable quarterly in advance, without demand, counterclaim, set-offs, off-set, reductions or abatement of any kind. Any other purchases or charges incurred by or on behalf of the OWNER shall become due and payable on the fifteenth (15<sup>th</sup>) day of the following month. Any sums owed and not paid when due shall be billed to the designated credit/debit card number provided to the MARINA by the OWNER for such billing purposes. In the event that any fees, purchases, or charges are not paid when due, the MARINA may charge, and the OWNER agrees to pay, interest on the unpaid balance at the rate of one and one-half percent (1 1/2%) per month (18.0% per annum) or the highest rate allowed by the laws of the State of Mississippi, whichever is less. The MARINA may refuse to provide any services for an OWNER whose account is past due, and may refuse to allow any vessel to leave the MARINA until all past due accounts are paid in full. The MARINA is given a lien upon the Vessel and its contents and equipment, for any and all sums owed the MARINA on account of the Vessel, or any other account of the OWNER. This lien shall continue in full force and effect regardless whether possession of the Vessel is retained by the MARINA. In the event that it becomes necessary for the MARINA to expend any sum of money to collect a past due balance, the OWNER agrees to pay all such collection costs, including court costs, and reasonable attorney fees. Upon termination of this lease, the OWNER agrees to immediately pay all sums due the MARINA and remove the OWNER'S Vessel from the MARINA. If the OWNER fails to remove the Vessel within fifteen (15) days after termination of this lease, the MARINA may remove the Vessel from its facility and shall be relieved of any and all liability in connection therewith.

**3. Liens and Sale:** It is agreed that MARINA shall have a lien against the boat to secure any Rent, Additional Rent, service charge, or other amount due and unpaid under the terms of this Sublease, or for any other monetary amounts which shall be owed by OWNER to MARINA. The lien shall attach to the Boat and personal property on or about the Boat including, but not limited to, furniture, electronic equipment, tackle, appliances, fuel oils and apparel. MARINA shall enforce its lien in compliance with the laws of the State of Mississippi.

In addition to judicial remedies available to MARINA, in event of default by OWNER, MARINA shall have the right to non-judicial remedy of sale in accordance with the provisions of Mississippi law.

IN THE EVENT THE OWNER FAILS TO PAY (i) RENT FOR A PERIOD OF SIX MONTHS; OR (ii) FOR REPAIRS, IMPROVEMENTS OR OTHER WORK DONE TO THE BOAT FOR OR ON BEHALF OF OWNER FOR A PERIOD OF 90 DAYS; OR (iii) FOR REMOVAL COSTS INCURRED PURSUANT TO MISSISSIPPI LAW OR OTHER

APPLICABLE LAW, THE MARINA, AFTER PROVIDING A NOTICE OF NON-JUDICIAL SALE TO OWNER AT THE ADDRESS OWNER HAS STATED IN THIS AGREEMENT AND TO EACH RECORDED LIEN HOLDER OF SUCH VESSEL AS SHOWN BY THE RECORDS OF THE MISSISSIPPI DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES OR OTHER APPLICABLE AGENCY OF OTHER STATES, SHALL BE ENTITLED TO PROCEED WITH THE SALE OF THE BOAT IN ACCORDANCE WITH THE PROVISIONS OF MISSISSIPPI LAW. THE OWNER IS RESPONSIBLE FOR NOTIFYING MARINA OF ANY CHANGE OF ADDRESS.

\_\_\_\_\_ (initials of OWNER) The absence of initials shall not invalidate this section or have any force or effect.

4. **Rules and Regulations:** The OWNER agrees to comply with all Rules and Regulations of the MARINA, a copy of which is attached hereto as Exhibit "A" and made a part hereof, as though fully set forth in this lease. The Rules and Regulations of the MARINA are also posted on the MARINA bulletin board and the OWNER agrees to be responsible for reviewing the Rules and Regulations prior to each use of the Vessel. Should the OWNER or his/her designee or invitee breach the terms of this agreement or violate any of the Rules and Regulations, the MARINA may terminate this lease immediately, cause the removal of the OWNER'S Vessel from the MARINA facility at the OWNER'S sole risk and expense, and take possession of the storage space.

5. **Parking:** OWNER must park solely in the parking lot or lots designated by the MARINA from time to time. Parking shall at all times be governed by reasonable rules and regulations which shall be published from time to time by MARINA. Parking may be on a reserved stall and/or undesignated stall "window sticker" basis, and may be self-service and/or attendant service, as determined from time to time by MARINA in its sole discretion. This lease does not confer or grant parking rights to OWNER and MARINA reserves the absolute right to amend, modify, change, remove, relocate or eliminate any and all parking facilities in MARINA's sole discretion, without notice to OWNER.

6. **Boat:** The MARINA, at its sole discretion, will accept only those Vessels that are in a safe, maintained, and workable condition, and only those Vessels equipped with a built-in marine type battery disconnect switch(s). MARINA does not accept the Boat for bailment, and shall not be liable or responsible in any manner for the Boat's safekeeping or the condition of the Boat's tackle, fixtures, equipment and/or furnishings. OWNER warrants that OWNER will, at OWNER's expense, maintain the Boat in a clean, seaworthy, sanitary, and fully operational condition at all times, and that the Boat will be regularly repaired and maintained. Exhibit "D" notes the condition of the vessel upon arrival into Dry Storage. The OWNER agrees to continually maintain the Vessel in a safe and workable condition acceptable to the MARINA. The MARINA may terminate this lease immediately and remove the OWNER'S Vessel at the OWNER'S sole risk and expense if the MARINA, in its sole discretion, determines that the Vessel does not meet the above criteria. A "condition" survey of the boat shall be undertaken as shown on Exhibit "D."

It is understood and agreed that at the sole discretion of the MARINA, the operation of MARINA equipment used in the launching or retrieving of vessels will be allowed only during those times and only under those conditions that meet minimum safety requirements, equipment operation guidelines and are reasonable when considered and balanced with the other customer demands of the MARINA'S business.

**7. Use Restrictions:** It is understood and agreed between the parties that the OWNER shall abide by the following Use Restrictions and shall not commit or allow to be committed, any of the following:

- A. Any act which is unlawful or which will increase the rate of insurance on the MARINA;
- B. Any public or private nuisance or any other act or thing which disturbs the quiet enjoyment of any other user of the MARINA;
- C. OWNER agrees not to hold the MARINA liable nor will storage fees be refunded for any delay in launching caused by any event beyond the control of the marina.
- D. It is forbidden to use or store any flammable substances in the vessel or dry storage facility other than fuel in the fuel tank.
- E. Any violation of any federal, state or local environmental or hazardous waste law, or any regulations promulgated by the Environmental Protection Agency, Mississippi Department of Environmental Protection, or any other federal, state, or local agency regulating environmental or hazardous waste matters or federal, state, or private waters, including, but not limited to, matters dealing with pollution of the water by dumping spilled paints, cleaners, sewage, oil, fuel, fish carcasses or any other hazardous waste;
- F. MARINA is not responsible for any damage or loss to speedometer pickups, transducers, trim tabs or any other items attached to the bottom and/or transom of the boat.
- G. No Brokerage signs or "For Sale by OWNER" signs are allowed to be placed on vessels without the express written consent of MARINA. Signs placed without this consent shall be removed.
- H. No tarps or other material may be used to cover any boat. Custom made canvas boat covers are allowed. Any tarp cover will be removed by MARINA or MARINA's agent with no liability to the MARINA.
- I. OWNER shall cause all of the OWNER's licensees, agents, servants, employees, guests, family members, invitees, or visitors in or about the MARINA, to comply with the rules and regulations of use of the MARINA and MARINA facilities including this Section.

- J. OWNER agrees to hold harmless and indemnify MARINA Management Corporation for any claim of damage during the recovery and launch of vessel from dry storage as shown in Exhibit "B," "Waiver of Use".
- K. OWNER agrees to hold harmless and indemnify MARINA Management Corporation of any loss or damage that may occur during the fueling of the vessel referred to in Section 1, Letter E as shown in Exhibit "C," "Gas Fueling Waiver".

**8. Insurance:** The MARINA does not carry fire and extended coverage on the OWNER'S Vessel, its contents or equipment. The OWNER agrees to provide at his/her sole expense and maintain in full force continuously throughout the term of this agreement and for as long as the Vessel remains within the confines of the MARINA, general liability, fire, hull and extended coverage insurance on the Vessel with limits not less than the full replacement value thereof. The OWNER policy shall include the following:

- A. PROTECTION AND INDEMNITY INSURANCE INSURING AGAINST CLAIMS OF BODILY INJURY, DEATH PROPERTY DAMAGE, INCLUDING DAMAGE TO MARINA'S PROPOERTY AND THE MARINA'S STRUCTURES, DOCKS, PIERS, OR OTHER IMPROVEMENTS OCCASIONED BY OWNERS BOAT OR OTHER PROPERTY INCLUDING SUCH DAMAGES CAUSED BY OWNERS BOAT OR PROPERTY DURING ANY STORM OR ACT OF GOD OR OTHER LOSS, IN A COVERAGE AMOUNT OF NOT LESS THAN \$300,000;
- B. HULL INSURANCE COVERING THE BOAT FOR ITS FULL INSURABLE VALUE. ALL INSURANCE POLICIES REQUIRED UNDER THIS SECTION SHALL BE WITH COMPANIES AUTHORIZED TO DO BUSINESS IN MISSISSIPPI AND REASONABLY APPROVED BY MARINA; AND
- C. **EACH POLICY OR BOND SHALL LIST MARINA AS ADDITIONAL INSURED AND PROVIDE THAT IT IS NOT SUBJECT TO CANCELLATION OR REDUCTION IN COVERAGE EXCEPT AFTER THIRTY (30) DAYS FOLLOWING WRITTEN NOTICE TO MARINA.** OWNER SHALL DELIVER TO MARINA, PRIOR TO THE DATE OF COMMENCEMENT OF THIS LEASE AND FROM TIME TO TIME THEREAFTER UPON DEMAND FROM MARINA, CERTIFICATES EVIDENCING THE EXISTENCE OF INSURANCE AND BOND IN COMPLIANCE WITH THIS SECTION.

\_\_\_\_\_ (Initials of OWNER) The absence of initials shall not invalidate this section or have any force or effect.

**9. OWNER's Liability to MARINA for Damage to MARINA:** The OWNER agrees to be fully responsible for and to pay for any damages to the MARINA facilities, the environment, or other vessels and their contents or equipment caused by OWNER'S Vessel, or its condition, including but not limited to the discharge of fluid(s) from the OWNER'S Vessel. Additionally, OWNER agrees to pay MARINA any and all damages

suffered by the MARINA as a result of any damage caused to the MARINA or MARINA by the OWNER or OWNER's Boat, including, but not limited to damage to docks, pilings, bulkhead, utility lines, and any other real or personal property in which the MARINA has an interest. As used herein, damages include all damages which MARINA may suffer including, but not limited to, property damage, business interruption damage, personal injury, and any other damages, such as incidental and consequential damages, be they direct or indirect and regardless of whether the damage is aggravated or incurred in whole or in part by the negligence of the MARINA or its agents, representatives, employees, invitees, partners, or other person, firm, or entity, but only to the extent said damages are not covered by insurance proceeds.

**10. MARINA ACTIONS:** Although MARINA has no obligation to do so, should MARINA take action to protect the Boat by installing mooring lines, pumping out of the Boat, or other similar services, OWNER agrees to reimburse MARINA for labor and materials expended in such action at prevailing harbor rates, and to hold MARINA harmless for any damage to the Boat as the result of MARINA's voluntary action to protect the Boat. OWNER hereby consents to any and all actions taken by MARINA in the nature of salvage of all or any part of the vessel or boat and agrees that MARINA shall be entitled to receive compensation for such actions per the MARINA's then current pricing or fee schedule, and shall have a lien upon the vessel to secure payment of such amount. The MARINA reserves the right to determine and choose the appropriate storage rack or space for any vessel and make adjustments to the location of vessels as it deems necessary. It also reserves the right to use any designated storage rack or space during the time when the assigned vessel is not in the MARINA.

**11. Closing for Maintenance:** It is agreed and understood between the parties that the MARINA shall cease all operations for a two (2) week period each year during the off season for maintenance. The dates for the closure will be provided thirty (30) days in advance of closing. During this time, maintenance on the Storage Building may require the temporary removal of some vessels. The OWNER agrees to cooperate with the MARINA in this regard.

**12. Restricted Areas:** It is agreed and understood between the parties that due to safety and insurance requirements, ONLY MARINA EMPLOYEES are allowed inside the Storage Building and Service Areas. The entrance to these facilities will be clearly marked, and the OWNER, his/her designees, and/or invitees expressly agree not to enter these work areas. No electrical power will be connected to any vessel within the Storage Building.

**11. Destruction of Premises:** If the Slip or MARINA are damaged or destroyed so that the enjoyment of the Slip is substantially impaired, then the Rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Slip and MARINA have been repaired or restored by MARINA; provided, however, that in the event of such substantial impairment, MARINA or OWNER shall have the right to terminate the term of the Sublease by giving notice to the other of his/her exercise of such right at any time within thirty (30) days after the occurrence of

such damage or destruction. If this notice is given, the term of the Sublease shall terminate on the date specified in the notice, (which shall be not more than fifteen (15) days after giving of such notice) as fully and completely as if such date were the date set forth in the Sublease for the termination of the Sublease. If OWNER exercises the option to terminate the Sublease, OWNER must immediately vacate the Slip and remove the Boat at OWNER's expense. If neither party has given the notice of termination as herein provided, MARINA shall proceed to repair the Slip and MARINA, and the Sublease shall not terminate.

If the Slip or MARINA shall be partially damaged or partially destroyed without substantial impairment of OWNER's enjoyment of the Slip, the damages shall be repaired by and at the expense of MARINA and the Rent until such repairs are made shall be apportioned according to the part of the Slip which is unusable by OWNER. MARINA shall not be liable for any inconvenience or annoyance to OWNER resulting in any way from such damage or the repair thereof. If the Slip or MARINA are partially damaged or partially destroyed as a result of the wrongful or negligent act of OWNER, a member of OWNER's family, or other person on the Slip or MARINA with OWNER's consent, there shall be no apportionment or abatement of Rent.

13. **Indemnification:** It is expressly agreed and understood that the leasing of a dry storage, rack, wet slip, or yard space, along with any ancillary services the MARINA may perform on behalf of the Vessel and the OWNER under this agreement, are accepted at the sole risk of the OWNER, and the OWNER hereby releases the MARINA, its owners, heirs, members, agents, and employees from any and all claims for damages, loss, destruction, theft, or deterioration of the Vessel or articles of equipment attached thereto or left thereon, which may occur while the OWNER'S Vessel is being stored in the MARINA Storage Building or upon the MARINA Grounds, afloat or moored in the MARINA Water Basin. The MARINA agrees to exercise normal care in the handling of the OWNER'S Vessel and the OWNER hereby releases the MARINA from any normal wear and tear to the Vessel due to handling and from any and all claims for damages to the OWNER'S Vessel which occur during handling by the MARINA unless said damages are due to the sole negligence of the MARINA. The OWNER agrees that the MARINA, its owners, heirs, members, agents, and employees shall not be liable for any personal injuries or property damage sustained by the OWNER, AGENT OR INVITEE OF OWNER or any other person as a result of, or in connection with the use or condition of the Storage Building or any other MARINA facilities, or by the action of third parties using MARINA facilities. The OWNER hereby indemnifies and holds harmless the MARINA, its owners, heirs, members, agents, and employees from any and all such liabilities. The OWNER agrees to release the MARINA from any responsibility or liability for any personal injury, death, or damage to property resulting from but not limited to OWNER approved, directed, or ordered services provided by the MARINA such as the operating, testing, fueling, provisioning, rafting, repairing, or berthing of the OWNER'S Vessel. Additionally, the OWNER agrees to release the MARINA from any responsibility or liability for personal injury, death or property damage resulting from high/low water depths, wind, named storms, freezing, collisions, tidal or wave action, or any other adverse condition of the elements or act of God.

14. Waiver of Trial by Jury: OWNER HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY OWNER AGAINST THE MARINA PERTAINING TO ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SUBLEASE OR OWNER'S USE AND OCCUPANCY OF THE SLIP OR MARINA.

REVIEWED, AGREED AND ACCEPTED this \_\_\_ day of \_\_\_\_\_, 200\_\_

SEAWAY MARINE CENTER, L.L.C.

OWNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S printed name

**EXHIBIT "A"**  
**RULES AND REGULATIONS**

1. For your safety and enjoyment MARINA has established the following RULES, and as such these rules and regulations become a part of your Lease Agreement.
2. Only vessels in good condition, meeting required MARINA standards, and under their own power shall be admitted to the berthing areas. In the event of an emergency during the OWNER (s) absences, i.e., breakdown of bilge pump, leaks, bad lines, etc. the MARINA shall have the right to make necessary repairs as economically as possible which will be charged to the boat owner.
3. Dry Storage pricing for storage purposes is based on the extreme length including bow or stern pulpits, outboard motors, fishing towers, Biminis and extra footage for beam.
4. In the event of an emergency or under special conditions, the MARINA reserves the right to relocate any vessel.
5. Refuse should not be thrown overboard. Garbage should be deposited in cans supplied for that purpose. No person shall discharge oil, spirits, flammable liquid, sewage, oily bilge waste or any other substance into the MARINA.
6. Charcoal fires are prohibited on docks but may be permitted on the vessel. Propane gas grills and fish cookers are permitted on the docks. Use caution and do not leave unattended.
7. Noise shall be kept to a minimum at all times. Patrons shall use the utmost discretion in operating engines, generators, radios, stereos and television sets so not to create a nuisance or disturbance in the MARINA area.
8. Boats leaving for an extended period of time should notify the MARINA Office 24 hours prior to departure.
9. Advertising or soliciting shall not be permitted on any boat within the marina or dry storage "For Sale by OWNER" or "For Charter" signs shall not be put on yachts unless approved in writing by MARINA Management Office.
10. Minor repairs and maintenance may be preformed on designated work racks, but all material and work must be confined on your boat.

11. Birds should not be fed from boats moored in the MARINA or piers at any time.
12. No swimming, diving or bait casting shall be permitted from the docks or within the MARINA basin.
13. Pets are permitted "only" if they do not disturb others. Pets are not permitted in offices, lounges, restrooms or laundry. Pets must be leashed at all times and toileted in designated pet areas.
14. Children under twelve should not be left unsupervised within the confines of the MARINA.
15. Boats shall not violate the "NO WAKE ZONE". The "NO WAKE ZONE" is defined as any area within the MARINA basin.
16. Service Contracts for repairs and/or maintenance to be performed at/or in the MARINA must be presented to the Marina Office prior to starting work. The service person must have insurance and present it to our Office to be reviewed subject to approval of the work to be performed. After review by the Office we will make a determination of whether the scope of work can be performed on an outside work rack or if your boat will need to be removed to a repair facility.
17. No electric space heaters, stoves or heating appliances of any kind may be used while moored at our MARINA slip and connected to our shore power pedestals unless such heating devices are of a marine grade and specifically listed under the national electric code approved for marine use.
18. MARINA's and Boats with fuel on board pose an unusual and extreme fire hazard. Please familiarize yourself with the fire fighting equipment located at the dock house and on our docks. Call 911 to report a fire or immediately notify the dockmaster or MARINA Management at 432-9620.
19. All boaters must observe and obey designated parking signs. (30 Minute loading and unloading zone.) Any vehicles remaining on the property overnight must be registered with the office and a spare set of keys left should the vehicle need to be relocated for any reason. No parking in the designated "Restaurant Parking". Those not in compliance will be towed at the OWNER'S expense.
20. The fish cleaning station is there for your convenience, however, all carcasses and waste should be disposed of in proper receptacles. Any abuse will result in additional charges and possible eviction.

21. Due to liability no in is allowed to enter the dry storage building for any reason at any time. Anyone needing access to their boat must report to the office and the boat will be brought out to a secure location to board.
22. During summer and holiday hours we require a minimum of two hours notice to launch a vessel out of dry storage. All requests must be made through the MARINA Office to ensure the safety of OWNERS and employees. You may not make any requests directly to a dry storage employee as it will result in the risk of termination of said employee.
23. Please understand that water hoses and electrical outlets are not provided. You must supply your own water hose and if power is needed please contact the office to request a transient berth where power is available. MARINA OWNERS are charged for the power that their pedestal pulls and without prior arrangements being made could make for a very upset boater. Also, do not under any circumstances unplug a shore power cord that is already plugged in. In doing so, you risk liability for any damage that you may cause.
24. Normal services included in your monthly rent are flushing the engine and washing down of the bottom of your boat. Any additional service that is needed must be requested in writing to the MARINA Office along with a signed work order. Standard rates will apply. We do not allow employees to perform such work without a signed work order. Any employee working as a subcontractor is held responsible for the same requirements as any subcontractor. Those in violation could risk termination.
25. Vessels will only be fueled upon departure. As a safety precaution no fuel will be added upon return, nor shall a boat be stored at full levels. Please note that only gas may be requested and will be pumped at the side dock in the dry storage staging area. Those of you with diesel boats will have to take your boat down to the fuel dock where an attendant will be happy to assist you.

\_\_\_\_\_ (Initials of OWNER) The absence of initials shall not invalidate this section or have any force or effect.

**EXHIBIT "B"**  
**WAIVER OF USE**

THE STATE OF MISSISSIPPI  
COUNTY OF HARRISON

I, \_\_\_\_\_, owner of the vessel described below,

\_\_\_\_\_

do authorize the following people to use my vessel:

- 1.)
- 2.)
- 3.)

I agree to hold harmless and indemnify MARINA, its officers, assigns, or employees for any claim of injury, loss of damage that may occur during the handling, moving, maintenance or operation of the following vessel by the above individuals.

It is specifically understood that MARINA, its officers, employees, assigns does NOT assume and is not delegated care, custody or control of the vessels by its owners. I understand that MARINA is acting on my request and directions and also guarantee that the described vessel is fully insured and will be covered during the described act or use by the authorized users.

The waiver covers the following: releasing the above described vessel to other than the owner. In the event of a dispute, owner of the described vessel agrees to pay all legal cost, attorney fees or other cost that relate to his matter.

Entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
OWNER's Signature

\_\_\_\_\_  
Witness

**EXHIBIT "C"**  
**GAS FUELING WAIVER**  
**SERVICE ONLY APPIES TO VESSELS REQUIRING GAS**

STATE OF MISSISSIPPI

COUNTY OF HARRISON

\_\_\_\_\_, OWNER of the vessel described below, agree to hold harmless and indemnify MARINA, its officers, assigns, or employees for any claim of injury, loss or damage that may occur, during the fueling of the following vessel:

It is specifically understood that the MARINA, its officers, employees, assigns does NOT assume and is not delegated care, custody or control of the vessels by its owners. I understand that MARINA is acting upon my request and directions and is receiving no compensation for the described act. I also guarantee that described vessel is fully insured and will be covered during the described act.

Entered into the \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
OWNER's Signature

\_\_\_\_\_  
Witness

**EXHIBIT "D"**

**RENTAL RATE CALCULATION  
&  
CONDITION OF BOAT  
ENTERING DRY STORAGE**

Customer Name: \_\_\_\_\_

Make of Boat: \_\_\_\_\_

Manufacturer Length of Boat: \_\_\_\_\_ Ft. Actual Length Overall: \_\_\_\_\_ Ft.,

Measured Beam: \_\_\_\_\_ Ft. Beam adjustment to length: \_\_\_\_\_ Ft.

Overall Height Measurement: \_\_\_\_\_ Ft., Height Adjustment: \_\_\_\_\_ Ft.

**CALCULATED RACK LENGTH : \_\_\_\_\_ Ft.**

Agreed to Monthly Rent: \$ \_\_\_\_\_ per month

Slip Number: \_\_\_\_\_

Condition of Boat: Good, Fair, Damaged

Hull: \_\_\_\_\_

Topsides/inside \_\_\_\_\_

Canvas Covers: \_\_\_\_\_

Motors/Covers/Trim Tabs: \_\_\_\_\_

Any other notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspected By: \_\_\_\_\_

Date: \_\_\_\_\_

OWNER'S Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "E"**  
**\*\*\*PARKING NOTICE\*\*\***

We have parking directly in front of the MARINA Office for loading and unloading. Please remove your vehicle after loading to one of our long term lots located at the end and along side dry storage.

All of our temporary parking marked by signage will be strictly enforced and violators will be towed at the vehicle owner's expense.

I, \_\_\_\_\_ acknowledge that I have read and understand the parking notice for SEAWAY MARINE CENTER, L.L.C.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

MARINA Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SEAWAY MARINE CENTER, L.L.C.**  
**13247 Seaway Road**  
**Gulfport, MS 39503**  
**228-604-4600 or 228-276-1712**

**RATE SHEET**  
**2/07**

PRICES BELOW ARE FOR ANNUAL LEASING  
ALL PRICES BASED ON LENGTH OVERALL PLUS BEAM AND HEIGHT ADJUSTMENTS

ALL RATES ARE SUBJECT TO MISSISSIPPI SALES TAXES

**BOATERS MUST PROVIDE A COPY OF BOAT INSURANCE LISTING  
SEAWAY MARINE CENTER, L.L.C. AN ADDITIONAL INSURED**

**MONTHLY LEASE PRICES: (CALCULATED OVERALL LENGTH WITH BEAM AND HEIGHT  
ADJUSTMENT)**

0 TO 15 FEET	\$ 85.00 Flat Rate
16 TO 20 FEET	\$ 8.50 Per Foot
21 TO 25 FEET	\$ 8.75 Per Foot
26 TO 35 FEET	\$ 9.00 Per Foot

The vessels will be measured by overall length, including but not limited to the overall length, width and height. Sea Drives, Swim Platforms, Kicker Motors and Bow Pulpits will add to the overall length.

**ADJUSTMENTS TO LENGTHS:**

Wide boats	Over 8' Beam	Add 1' to Length
	Over 9' Beam	Add 2' to Length
	Over 10' Beam	Add 4' to Length
	Over 11' Beam	Add 5' to Length

High Boats: If you have a tower or a tee top, we will measure the height. The first 8' are free, every foot over 8' adds 3' to the length of the boat.

If you stay in a space outside, the height is not a price adjustment issue.

**PRICES INCLUDE:**

Unlimited lifts in and out of the water, use of work racks, flushing engine, washdown from the water line down upon return, gas fueling services upon request.

**WE REQUIRE THAT YOU MAINTAIN A CREDIT CARD ON FILE IN ORDER FOR US TO SERVE YOU TO THE FULLEST EXTENT OF OUR CAPABILITIES.**

**ADDITIONAL SERVICES AVAILABLE TO STORAGE CUSTOMERS:**

Boat Detailing	Quotes on Request
Power Wash (bottom and sides only)	Included in base lease
Power Wash (inside and out)	\$2.50 per foot
Minor Boat Repairs, Oil Change, Pumps Hoses	Quotes on Request
Batteries Charged	\$10.00
Haul or Launch from Trailer	\$ 4.50 per foot
Engine Pull In or Out	Quotes on Request.
In the water temporary dockage	\$10.00 per day or night

- ❖ When you call to have your boat “splashed,” upon request we will fuel your boat, stock it with drinks, ice, beer, etc., and charge the balance of your credit card in order for you to enjoy your boat hassle free.
- ❖ When you are finished with your boat, there is a dry erase board at the North end of the dock where you can write your name and check the services you desire. (Leave in or Haul out)
- ❖ We do ask that you allow us at least two (2) hour’s notice in the summer season to “splash” your boat and have it ready for your use
- ❖ If you have a cover for your boat, we ask that you begin snapping the cover on while allowing employees enough room to access the console to drive it and have it picked up.
- ❖ In the event of a hurricane, your boat should be safe inside the building. These buildings are able to sustain 125 mph winds. However, we do not guarantee the safety of our buildings.
- ❖ If your boat is stored on an outside rack, by procedure it is already secured by two lines.
- ❖ We can provide remote space to store trailers at a cost of \$25.00 per month as space is available.

**ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE**