| | |
|---|---|
| Slip # | |
| Effective Date | |

BELO'S
MARINA & RESORT

**Dockage Agreement**

This dockage agreement (the "**Agreement**") is made this _____day of _____, 20_by and between Belo's Marina & Resort, Spanish Wells, Eleuthera, The Bahamas (hereinafter with its affiliates, owners, officers, agents and employees shall be collectively referred to as the "**Belo Marina Limited**" and the undersigned (the "**Vessel Owner**"):

| | | | |
|---|---|---|---|
| Name of Vessel | | Registration No. | |
| Document / Tag No. | | Length of Vessel | |
| Make of Vessel | | Year of Vessel | |
| Arrival Date | | Departure Date | |
| Slip No. | | Name of Owner | |
| Email Address | | Emergency Tel No. | |
| Street Address | | City | |
| State and Zip Code | | Country | |
| Name of Captain | | Captain's Tel No. | |
| Vessel Insurance Co. | | Insurance Policy No. | |
| Credit Card No. | | Expiry Date | |

Company and Vessel Owner hereby enter into this Agreement which incorporates and includes the Marina Rules and Regulations contained in Schedule 2, which may be modified or amended as provided in this Agreement, and the Belo Marina Limited, as lessor, agrees to lease to the Vessel Owner, as lessee, a space at Belo's Marina & Resort (the "**Marina**") pursuant to the following terms:

**LEASE OF BOAT SLIP**: Belo Marina Limited hereby leases to Vessel Owner and Vessel Owner leases from Belo Marina Limited the boat slip located in the Marina and designated in the upper left hand corner of the first page of this Agreement, and allows Vessel Owner to occupy this boat slip for the sole purpose of docking the above- described Vessel for the duration of this Agreement. This Agreement is for the use of space only and such space is to be used at the sole risk of Vessel Owner. Vessel Owner is solely responsible for the safety, care and protection of the Vessel, its gear, equipment and appurtenances at all times and Belo Marina Limited shall not be liable for such safety, care or protection under any circumstances.

**PERMITTED USE**: Vessel Owner shall not cause or permit the above-described boat slip or any other boat slip to which the Vessel may be relocated (collectively, the "**Boat Slip**") to be used for any purpose other than the docking of the above-described Vessel and shall follow and be responsible for instructing all guests to follow the Marina Rules and Regulations. This Agreement is for the rental of the Boat Slip only. There is no agreement to create a bailment of the Vessel nor do the parties intend to create a

bailment for the Vessel. There is neither temporary nor permanent domain nor control exercised over the Vessel by the Belo Marina Limited. With the exception of charter or sightseeing vessels, the slip may not be used for any commercial purpose whatsoever including, but not limited to, charters for hire and its exclusive use is for a private vessel dockage.

**RELOCATION**: It is understood and agreed that Belo Marina Limited shall have the right to relocate Vessel Owner's Vessel to another boat slip within the Marina to accommodate Belo Marina Limited's need for the Boat Slip for any reason whatsoever. Belo Marina Limited shall use reasonable efforts to provide notice and minimize disruption and inconvenience to Vessel Owner during any relocation. However, the failure to provide notice shall not be a breach of this Agreement nor shall it inhibit Belo Marina Limited's right to relocate Vessel Owner's Vessel. If the relocation shall be for a period of more than thirty (30) days, Vessel Owner shall have the right to cancel this Agreement if it does not approve of the boat slip to which the Vessel is to be relocated. To be effective, Vessel Owner must deliver written notice of cancellation to Belo Marina Limited within thirty (30) days of Belo Marina Limited's notice to Vessel Owner of the relocation. The cancellation of this Agreement pursuant to this provision shall not relieve Vessel Owner of any obligations accrued up to the effective date of cancellation.

**VESSEL DOCKAGE RENTAL FEE** (the "**FEE**"): Vessel Owner shall pay to the Belo Marina Limited, for the use of the above-described Boat Slip, together with the utilities and services provided by the Belo Marina Limited, the Fee as set forth in the attached Marina Rates Schedule on or before the first (1st) day of the respective rent period without notice or demand.

**MINIMUM OVERALL VESSEL LENGTH POLICY**: Vessel length is defined as the overall length and includes any bow or stern pulpits, bowsprits, dinghies, davits or outboard motors. This includes any attachment that affects the overall length of the Vessel itself.

**LATE PAYMENT CHARGE**: Vessel Owner shall pay to the Belo Marina Limited a charge of Ten Bahamian Dollars (B$10.00) per day if Vessel Owner fails to pay the entire dockage fees due, by their respective due dates, as set forth in the Marina Rates Schedule. The foregoing fee is not a penalty but is to recompense the Belo Marina Limited's administrative costs due to the failure of Vessel Owner to make timely payment.

**WAIVER OF RIGHT TO JURY TRIAL**: Vessel Owner hereby agrees not to elect a trial by jury on any issue triable of right by a jury and waives any right to trial by jury fully with regards to all issues relating to this Agreement including, but not limited to, any action for eviction.

**NON-JUDICIAL SALE**: In the event that Vessel Owner does not pay the Fee on time and in full, the Belo Marina Limited retains its right to exercise the provisions for a non-judicial sale of Vessel Owner's Vessel and any other statutory remedy, in addition to all other remedies set forth in this Agreement.

**DEFAULT**: Vessel Owner shall pay the Fee on a timely basis. Failure to do so shall constitute a default of this Agreement and the Belo Marina Limited may terminate this Agreement and exercise any of the remedies available in this Agreement or as provided by law. Nothing in this Agreement shall be construed as mandating the Belo Marina Limited to waive its right for timely payment, nor shall the exercise of any provisions of this Agreement waive the Belo Marina Limited's right to demand timely payment in the future.

**LIEN**: The Belo Marina Limited shall have the right to place a lien against the Vessel, its appurtenances and contents for sums for dockage and rental, services provided to the Vessel, injury or damage caused or contributed to or by the Vessel or Vessel Owner including but not limited to, damage to pier, piling,

docks, wharfs, personal injury, damage to other boats or vessels, pollution by oil, its derivatives, or other hazardous materials, loss by sinking, collision, fire, or other losses.

**RULES AND REGULATIONS**: Vessel Owner must comply with the Marina Rules and Regulations attached to this Agreement and incorporated herein by reference to this Agreement. Violation of any of the Rules and Regulations or breach of any term or provisions of this Agreement can result in the immediate termination of this Agreement at the option of the Belo Marina Limited. In the event of any conflict between the Marina Rules and Regulations and this Agreement, the provisions of this Agreement shall control. The Rules and Regulations may be changed periodically at the sole discretion of the Belo Marina Limited.

**REMOVAL AND STORAGE OF VESSEL**: In the event the Belo Marina Limited terminates this Agreement, it is agreed that the Belo Marina Limited may remove the Vessel to a storage site without incurring any liability to Vessel Owner. Charges for storage of the Vessel will be at the daily transient dockage rate then in effect. Vessel owner is responsible for paying all reasonable expenses incurred by the Belo Marina Limited in removing the Vessel and property from the Boat Slip.

**LEASE OF BOAT SLIP**: The Belo Marina Limited reserves the right to lease the vacated Boat Slip described above to another Vessel Owner without incurring any liability.

**LIMITATION OF BELO MARINA LIMITED'S LIABILITY**: THE BOAT SLIP IS TO BE USED AT VESSEL OWNER'S SOLE RISK. BELO MARINA LIMITED SHALL NOT BE LIABLE FOR THE CARE OR THE PROTECTION OF THE VESSEL, INCLUDING HER GEAR, EQUIPMENT AND CONTENTS, OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE VESSEL, HER GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, BELO MARINA LIMITED'S NEGLIGENCE. VESSEL OWNER HAS EXAMINED THE MARINA AND THE BOAT SLIP DESCRIBED IN THIS AGREEMENT AND ACCEPTS THE CONDITION OF THE MARINA AND BOAT SLIP AS BEING ADEQUATE AND SAFE FOR THE DOCKAGE OF HIS VESSEL. VESSEL OWNER IS RESPONSIBLE FOR DAMAGE TO OTHER VESSELS, BUILDINGS, FENCES, DOCK STRUCTURES AND PILINGS CAUSED BY THE VESSEL, VESSEL OWNER, HIS FAMILY, EMPLOYEES, INVITEES OR AGENTS, OR BELO MARINA LIMITED, ITS EMPLOYEES, OFFICERS AND AGENTS, WHEN ACTING ON BEHALF OF THE VESSEL OWNER. THE BELO MARINA LIMITED, ITS AFFILIATES, OWNERS, OFFICERS, AGENTS OR EMPLOYEES SHALL NOT BE HELD LIABLE FOR (I) THE CARE OR THE PROTECTION OF THE VESSEL(S), INCLUDING ANY EQUIPMENT, CONTENTS OR PERSONAL BELONGINGS, (II) FOR ANY LOSS OR DAMAGE OF WHATEVER KIND TO THE VESSEL(S), INCLUDING ANY EQUIPMENT, CONTENTS OR PERSONAL BELONGINGS, OR (III) FOR ANY ACT, DEFAULT, INJURY (INCLUDING DEATH), LOSS, EXPENSE, DAMAGE, DEVIATION, DELAY, CURTAILMENT, OR INCONVENIENCE CAUSE TO OR SUFFERED BY ANY PERSON OR THEIR PROPERTY, HOWSOEVER ARISING, WHICH MAY OCCUR OR BE INCURRED BY ANY ORGANIZATION OR PERSON, EVEN THOUGH SUCH ACT, DEFAULT, INJURY, LOSS, EXPENSE, DAMAGE, DEVIATION, DELAY, CURTAILMENT OR INCONVENIENCE MAY HAVE BEEN CAUSED OR CONTRIBUTED TO: (A) BY THE ACT, NEGLECT OR DEFAULT OF THE BELO MARINA LIMITED, OR (B) DEFECTS OR FAILURES OF ANY AIRCRAFT, VESSEL, AUTOMOTIVE VEHICLE OR OTHER EQUIPMENT OR INSTRUMENTALITY UNDER THE CONTROL OF INDEPENDENT SUPPLIERS. VESSEL OWNER FURTHER UNDERSTANDS THAT THE BELO MARINA LIMITED NEITHER OWNS NOR OPERATES ITS THIRD PARTY SUPPLIERS AND, ACCORDINGLY, VESSEL OWNER AGREES TO SEEK REMEDIES DIRECTLY AND ONLY AGAINST THOSE SUPPLIERS AND NOT HOLD THE BELO MARINA LIMITED RESPONSIBLE FOR THEIR ACTS OR OMISSIONS.

**INDEMNITY OF BELO MARINA LIMITED**: TO THE FULLEST EXTENT PERMITTED UNDER THE LAWS OF THE COMMONWEALTH OF THE BAHAMAS, VESSEL OWNER, FOR ITSELF AND ITS GUESTS, INVITEES,

EMPLOYEES, AGENTS, HEIRS, SUCCESSORS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BELO MARINA LIMITED AND BELO MARINA LIMITED'S EMPLOYEES AND AGENTS HARMLESS FROM: (I) ANY AND ALL LIABILITY FOR LOSS OR DAMAGE TO THE VESSEL, ITS GEAR, EQUIPMENT AND CONTENTS FOR ANY REASON, INCLUDING BELO MARINA LIMITED EQUIPMENT FAILURE; (II) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM, OF ANY NATURE, ARISING FROM THE VESSEL; AND (III) ANY AND ALL LOSS, DAMAGE, LIABILITY, LEGAL ACTION OR CLAIM OF ANY NATURE ARISING OUT OF VESSEL OWNER'S USE OF THE MARINA FACILITIES, THE PRESENCE OF VESSEL OWNER'S VESSEL, CAR OR PERSONAL PROPERTY AT THE MARINA, OR THE MOVING OF THE VESSEL, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS THE RESULT OF BELO MARINA LIMITED'S GROSS NEGLIGENCE, WILLFUL OR WANTON MISCONDUCT. BELO MARINA LIMITED DISCLAIMS ALL IMPLIED WARRANTIES, AND VESSEL OWNER, FOR ITSELF AND ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES BELO MARINA LIMITED FROM ANY AND ALL LIABILITY ARISING OUT OF ANY CLAIMED IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO THE MARINA ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF VESSEL OWNER, ALL EXPENSES INCURRED BY BELO MARINA LIMITED TO REPAIR OR RESTORE THE PROPERTY SHALL BE PAID BY VESSEL OWNER ON BELO MARINA LIMITED'S DEMAND.

**RELEASE OF LIABILITY**: In consideration of the services provided by the Belo Marina Limited, Vessel Owner, for himself and his heirs, personal representatives or assigns, does hereby release, waive, discharge, hold harmless and agree to indemnify the Belo Marina Limited, its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during Vessel Owner's dockage and any activities conducted in conjunction therewith. The Belo Marina Limited's maximum liability, for any reason whatsoever, shall be limited to the amount paid by Vessel Owner to the Belo Marina Limited for its services.

**ACKNOWLEDGEMENT OF RISK**: Vessel Owner understands and acknowledges that risk and danger may be caused by the negligence of the owners, directors, employees, officers or agents of the Belo Marina Limited or the negligence or participation of other participants, contractors, and/or subcontractors to the Belo Marina Limited. Vessel Owner also recognizes and acknowledges that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature.

**RESPONSIBILITY**: Vessel Owner hereby confirms that he is physically and mentally capable of operating the vessel, and Vessel Owner willingly and voluntarily assumes full responsibility for any injury, loss or damage suffered by Vessel Owner or caused by Vessel Owner, whether caused in whole or part by the negligence of the owners, directors, agents, officers or employees of the Belo Marina Limited. Vessel Owner understands and acknowledges that the Belo Marina Limited reserves the right to accept or reject any customer for any reason and it is Vessel Owner's responsibility and obligation to inform the Belo Marina Limited of any medical or physical disability or limitation that might result in the Vessel Owner being unable to safely operate the vessel. Vessel Owner further acknowledges that the Vessel Owner is the best judge of his own conditions and limitations and that it is incumbent upon the Vessel Owner to fully disclose the extent of any such conditions or limitations to the Belo Marina Limited.

**INSURANCE**: Vessel Owner must maintain a full coverage insurance policy for the replacement value of the Vessel. Vessel Owner shall furnish evidence of such insurance to Belo Marina Limited upon request of the Belo Marina Limited; this shall include the Certificate of Insurance and policy endorsements. It is expressly agreed by Vessel Owner that the Belo Marina Limited is not and shall not be construed to be an insurer of Vessel Owner's property loss or property damage to the Vessel, its motor, accessories

or contents due to fire, vandalism, theft, collision or any other casualty loss, and the Vessel Owner waives his insurer's right of subrogation against the Belo Marina Limited and its employees.

**ASSIGNMENT AND SUBLETTING**: This Agreement cannot be transferred, sold, assigned or subleased without the prior written consent of the Belo Marina Limited. In the event Vessel Owner sells the Vessel, the Belo Marina Limited shall not be obligated to execute a new Agreement with the new Vessel Owner.

**SEVERANCE**: In the event any portion of this Agreement shall be deemed to be in violation of any law of the Commonwealth of The Bahamas, 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.

**ARBITRATION**: All disputes arising in connection with this Agreement shall be settled in accordance with the provisions of the Arbitration Act (and any amendment thereof) and it is expressly agreed that each party shall have an unfettered right to appeal any decision made by the Arbitrator to the Supreme Court and to the Court of Appeal on points of law and the wrongful exercise of any judicial discretion.

**EXCLUSIVE GOVERNING LAW AND JURISDICTION**: This Agreement and any actions and proceedings shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Agreement shall be exclusively heard in the courts of the Commonwealth of The Bahamas and all of the parties hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

**TIME LIMITATION**: Vessel Owner agrees that no lawsuit shall be maintained against Belo Marina Limited for emotional or physical injury, illness or death unless written notice of the claim, including a complete factual account of the basis of the claim, is delivered to the Belo Marina Limited within one hundred and eighty five (185) calendar days from the date of the incident giving rise to such injury, illness or death; and no lawsuit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness, or death, notwithstanding any provision of any law of the Commonwealth of The Bahamas to the contrary.

**WAIVER OF JURY TRIAL**: In connection with any action or legal proceedings arising out of this Agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

**AMENDMENTS**: No amendment of this Agreement shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorized representative).

**BREACH**: During the term of this Agreement, if Belo Marina Limited shall determine that Vessel Owner is in breach of this Agreement, Belo Marina Limited shall give notice of the violation to the Vessel Owner. Such notice shall state the nature of such violation and refer to the specific parts of the Agreement, Marina Rules and Regulations, or other law or regulation violated.

**WAIVER**: The waiver of the Belo Marina Limited for a verbal declaration of liability under any conditions of this Agreement shall not be construed as a waiver of any subsequent conditions or default of any other terms of this Agreement.

**ENFORCEMENT**: Belo Marina Limited may enforce this Agreement through any of the remedial provisions

contained herein in addition to any other legal or equitable remedies available to it at law or in equity. Belo Marina Limited shall be entitled to recover all expenses, costs and attorney's fees incurred by it in order to enforce this Agreement. These fees and costs are recoverable in all proceedings, including fees incurred in administrative, bankruptcy and appellate proceedings.

**SEVERE WEATHER AND OTHER EMERGENCIES**: Belo Marina Limited expects Vessel Owner to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Vessel Owner warrants such arrangements have or will be made. Vessel Owner may not assume that Belo Marina Limited's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Belo Marina Limited, in its sole discretion, reserves the right to move or evacuate the Vessel or take such other actions as Belo Marina Limited deems appropriate at Vessel Owner's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY BELO MARINA LIMITED. BELO MARINA LIMITED SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. Vessel Owner agrees to reimburse Belo Marina Limited for any and all costs it incurs on Vessel Owner's behalf in emergency situations.

**CONDITION OF THE VESSEL**: Vessel Owner warrants and represents that at all times during the term of this Agreement, the Vessel shall be maintained in a safe and seaworthy condition by Vessel Owner and shall be operated in a careful and safe manner so as not to cause damage to Belo Marina Limited's facilities, or to any other property, vessels or persons. At all times, the Vessel will be equipped with a fully functioning battery turn-off switch. In the event that Vessel Owner or other authorized person is unavailable, or is available but refuses to act, and if the Vessel is in danger of sinking, becoming a fire, explosion or pollution hazard, or causing damage to Belo Marina Limited's facilities or to any other property or person by reason of any unsafe or unseaworthy condition of the Vessel or otherwise, Vessel Owner authorizes Belo Marina Limited to take appropriate actions as Belo Marina Limited shall determine in its sole discretion, including without limitation, making repairs to the Vessel or removing the Vessel from the Marina at Vessel Owner's sole risk and expense, to abate, mitigate, and otherwise deal with the apparent danger and hazards. Vessel Owner agrees to be bound by Belo Marina Limited's actions and to be fully and solely responsible for all expenses and liability incurred thereof. VESSEL OWNER AGREES FURTHER THAT BELO MARINA LIMITED SHALL HAVE THE AUTHORITY, PURSUANT TO THIS PARAGRAPH, TO DO ALL THINGS AND TO TAKE ALL STEPS NECESSARY TO REDUCE THE HAZARDS AND DANGERS THAT IN BELO MARINA LIMITED'S JUDGMENT APPEAR TO BE PRESENT OR FORESEEABLE. NOTWITHSTANDING THE ABOVE, NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY DUTY, OBLIGATION OR RESPONSIBILITY ON THE PART OF BELO MARINA LIMITED TO ACT IN SUCH CIRCUMSTANCES AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY LIABILITY ON THE PART OF BELO MARINA LIMITED FOR FAILING TO ACT IN SUCH CIRCUMSTANCES.

**SECURITY OF THE VESSEL**: Belo Marina Limited assumes no responsibility for and shall not be liable for the care, protection and security of the Vessel. Use of the Boat Slip or any other Marina facilities is at the sole risk of Vessel Owner. Vessel Owner acknowledges and agrees that Belo Marina Limited shall not be liable to Vessel Owner by reason of any intrusion, theft, vandalism, arson or other criminal acts of any kind or degree on or about the Vessel whether on land or by water.

**HOLDOVER**: In the event Vessel Owner remains in occupancy of a boat slip or storage area beyond the expiration or earlier termination or cancellation of this Agreement, Vessel Owner shall be liable to Belo Marina Limited as damages, in addition to all other charges due under this Agreement, a daily charge

equal to two (2) times the fee payable to Belo Marina Limited pursuant to the then current rate stated in the Marina Rates Schedule.

**INTERPRETATION**: Where required by the context of this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include any other appropriate genders. Which party prepared or was responsible for preparing this Agreement shall have no bearing on its construction.

**ENTIRE AND BINDING AGREEMENT**: This Agreement and the Schedules attached hereto contain the entire agreement between the parties and any statement, promise, representation or inducement made by any party or any employee, contractor or agent of any party not set forth expressly herein will be null and void, without further force and effect.

**THIRD PARTY RIGHTS**: A person who is not a party to this Agreement has no right to enforce nor enjoy the benefit of any term of this Agreement. The rights of the parties to rescind or agree any amendment or waiver under this Agreement are not subject to the consent of any other person.

**TERMINATION OF AGREEMENT**: This Agreement may be terminated by the Belo Marina Limited upon any one of the following conditions:

1. By written notice of non-renewal by the Belo Marina Limited delivered to the Vessel Owner at the address specified above at least three (3) days prior to the effective date of non-renewal.

2. By written notice to the Belo Marina Limited of termination by the Vessel Owner accompanied by tender of any unpaid fees or charges, if any, on the remaining unused term of this Lease.

3. At Vessel Owner's election by a bona fide sale of the Vessel described in this Lease or loss of or damage to the Vessel rendering it inoperable, effective three (3) days after Vessel Owner notifies Belo Marina Limited of such occurrence. Belo Marina Limited, at its option, may maintain the dock space for Vessel Owner's use at a future time provided that Vessel Owner keeps his dockage payments current.

4. By dock or mooring facility becoming unserviceable in the Belo Marina Limited's sole discretion for any reason whatsoever (except failure of the Belo Marina Limited to perform ordinary maintenance).

5. On date of termination herein this Agreement shall automatically terminate as a matter agreed to, within the terms of this Agreement, and without requirement of further notice.

6. Failure of Vessel Owner to comply with any provisions of this Agreement.

In the event of termination of this Agreement, the Vessel Owner shall immediately remove the vessel from its Boat Slip and, upon failure to do so, the Belo Marina Limited may so remove the vessel at the Vessel Owner's risk and expense, and in any event Vessel Owner shall be liable to Belo Marina Limited for all damages and expenses the Belo Marina Limited may suffer as a result of Vessel Owner's default.

**EMERGENCIES**: Vessel Owner hereby authorizes the Belo Marina Limited to move the above-described Vessel or take whatever action is deemed appropriate by the Belo Marina Limited as may be required in an emergency situation, or to avoid loss or damage to Belo Marina Limited property or the property of others.

In witness of this Agreement, the parties have signed it below on the dates set forth below their respective signatures.

| _____ | _____ |
| --- | --- |
| Vessel Owner | Date |

Belo's Marina & Resort
Spanish Wells, Eleuthera
The Bahamas

Signed: _____

Name: _____

Date: _____

**Schedule 1**

**Marina Rates**

| PERIOD | VESSEL LENGTH (Feet) | RATE PER FOOT | TERM (Days) | SUBTOTAL | WATER | POWER | VAT (7.5%) | TOTAL |
|---|---|---|---|---|---|---|---|---|
| Daily | | $2.95 | | $ | $.65/gallon | $.75/kW | $ | $ |

**Payments are due in advance**

| PERIOD | VESSEL LENGTH (Feet) | RATE PER FOOT | TERM (Days) | SUBTOTAL | WATER | POWER | VAT (7.5%) | TOTAL |
|---|---|---|---|---|---|---|---|---|
| Annual | | $2.95 | 365 | $ | $.65/gallon | $.75/kW | $ | $ |

**Payments are due on 1st December**

| PERIOD | VESSEL LENGTH (Feet) | RATE PER FOOT | TERM (Days) | SUBTOTAL | WATER | POWER | VAT (7.5%) | TOTAL |
|---|---|---|---|---|---|---|---|---|
| Semi-Annual | | $2.95 | 182 | $ | $.65/gallon | $.75/kW | $ | $ |

**Payments are due on 1st December and 1st May**

| PERIOD | VESSEL LENGTH (Feet) | RATE PER FOOT | TERM (Days) | SUBTOTAL | WATER | POWER | VAT (7.5%) | TOTAL |
|---|---|---|---|---|---|---|---|---|
| Month to Month | | $2.95 | 30 | $ | $.65/gallon | $.75/kW | $ | $ |

**Payments are due on the first day of each month**

**Schedule 2**

**Marina Rules and Regulations**

Dockage Charges & Use

(i) All Vessels must be registered upon arrival and receive assignment to a berth or slip.

(ii) Vessel Owners must provide a current government documentation or registration for all Vessels berthed in the Marina and be listed as a legal owner.

(iii) Check-out time is 12:00 p.m. Please notify the Dock Master prior to your departure. Vessels occupying a marina slip after 2:00 p.m. will be charged dockage for that night.

(iv) Dockage fees will be calculated by multiplying the appropriate dockage rate by the measured length of the vessel or by the slip length, whichever is greater.

(v) At check-out, the Belo Marina Limited will complete the Marina Rate summary contained in Schedule 1 of this Agreement which Vessel Owner will need to verify and sign before departure.

(vi) If Vessel Owner is settling his account by cash then all charges will have to be paid for in advance.

(vii) The Vessel Owner agrees to settle any additional charges incurred but not detailed in this Agreement.

(viii) It is Vessel Owner's responsibility to ensure that any outstanding balances on his account are paid to the Belo Marina Limited before departure.

(ix) Vessel Owner may not sublease or permit vessels owned by others to use their slip.

(x) The Belo Marina Limited reserves the right to change dockage rates without prior notice.

(xi) Boat slips may not be transferred to the new owner of the vessel registered in this Agreement.

(xii) Vessels berthed in the Marina and the Boat Slip occupied by the Vessel must be kept in a safe, clean and attractive condition.

(xiii) Repair and maintenance of dock facilities shall be performed by the Belo Marina Limited only. Alterations/additions to dock facilities must be approved by the Belo Marina Limited.

(xiv) The extent of Vessel repairs and maintenance at dockside is at the discretion of the Marina. Repair projects must be authorized by the Marina prior to starting the work and major repairs are not permitted. There shall be no engine replacement or painting of vessels in the Marina.

(xv) The Marina reserves the right to use any boat slips during the temporary absence of a Vessel without set off against or credit to Vessel Owner's Fee obligations under this Agreement.

(xvi) With the exception of charter or sightseeing vessels, the solicitation of business, offer of professional services, the placement of advertisements, or sale of any merchandise is prohibited on the Belo Marina Limited's property.

(xvii) Vessel Owner agrees to comply with all local laws and regulations concerning the stowage and disposal of human waste. All holding tank valves shall be set to direct wastewater into an on-board holding tank. The valve directing waste into the holding tank shall be secured to prevent over-board discharged into Marina waters.

(xviii) Transfer, changing, or moving of vessels between slips is not allowed except with the prior consent of the Belo Marina Limited.

(xix) Belo Marina Limited reserves the right to terminate any agreement for berthing facilities or require a vessel be moved without notice.

(xx) Only pleasure Vessels in good condition and seaworthy and under their own power shall be admitted to berthing areas. In the event of an emergency during the Vessel Owner's absence, and should the Dock Master be aware of the same, i.e. breakdown of the bilge pump, leak, bad lines, etc., the Dock Master is authorized to make the necessary repairs. The Vessel Owner shall be charged and be responsible for paying for the cost of such repairs.

(xxi) Vessel Owner's vessel shall be registered or documented and marked and maintained as required by law and safe practices.

(xxii) Vessel Owner's vessel may be subject to an initial and subsequent inspections by the Belo Marina Limited or other appropriate agencies to ascertain the maintenance of proper health and safety conditions and appearance including, but not limited to,: operational engine(s); size, condition, number and length of dock lines; cleats; adequate tendering to protect Marina's docks; condition and appearance of exterior portion of vessel; odor; condition of bilges and bilge pump(s), condition of fuel tanks, marina head facilities and plumbing etc.

(xxiii) All vessels must have adequate electrical or mechanical permanently installed bilge pumps in constant state of readiness. Switches should be labelled and placed where they can be readily seen, preferably near the helm.

(xxiv) Belo Marina Limited will attempt to honor Vessel Owner's preference for slip assignment consistent with Belo Marina Limited's need to match vessels to slips of an appropriate size. Vessel Owner agrees to move, at Belo Marina Limited's request, his vessel to a slip with similar services.

(xxv) Vessel Owners leaving for an extended cruise of more than seventy-two (72) hours will so notify the Marina office or Dock Master. The Marina management reserves the right to rent all boat

slips when so vacant without set off against or credit to Vessel Owner's Fee obligations under this Agreement.

(xxvi) Vessel Owner or his representative remains responsible for the operation and berthing of his vessel within the approach channel and waters of the Marina.

(xxvii) Except in an emergency, when entering and leaving, the Vessel Owner's vessel must be under power only, not under sail or combined sail and power, and operated at speeds consistent with a designated "Manatee Zone."

(xxviii) Vessel Owner agrees to operate his vessel in waters of the harbor without creating a disturbing wake. Vessel Owner creating a disturbing wake is responsible for resulting injury to people and damage to other Vessels and the Marina's docks and facilities.

(xxix) As an additional remedy for enforcement of rents, Vessel Owner hereby authorizes Belo Marina Limited to sell the vessel at a non-judicial sale in the event of non-payment of rent and service fees for a period of six (6) months in accordance with the provisions of local laws.

(xxx) Small craft belonging to Vessel Owner's vessel and normally capable of stowage aboard are considered tenders or skiffs and shall be stored on board larger vessels when possible and in any event shall be secured within the leased space of the assigned slip and not on the dock or finger pier.

Conduct

(i) All artificial noise making devices including, but not limited to, bird callers, squawkers, and deterrents must be approved by Belo Marina Limited. Belo Marina Limited may grant or deny their use in its sole and absolute discretion. If not approved, the artificial noise maker(s) must be removed or deactivated.

(ii) Vessel Owners, their crew and guests are cautioned to be considerate of others. Behavior or conduct that the Belo Marina Limited, in its sole and absolute discretion, determines might injure another party, cause damage to property or disturb other tenants may lead to termination of this Agreement by the Marina.

(iii) Vessel Owner and Vessel Owner's guests, for whom he/she is responsible, agrees to conduct him/herself at all times while at the Marina so as to create no annoyance, hazard or nuisance to the Marina or to other vessels or Marina patrons and guests.

(iv) Vessel Owner and Vessel Owner's guests will keep noise to a minimum at all times and will use discretion in operating engines, generators, radios and television sets. Power tools may be used only when such use does not constitute a nuisance. Any work or other activities that are a nuisance to others will not be permitted.

(v) Vessels shall conform to all local laws and regulations concerning Vessel safety devices and equipment.

(vi) Notices or signs are not permitted to be displayed on Marina dock areas, buildings or grounds without Belo Marina Limited approval.

(vii) Birds are not to be fed from Vessels or Marina dock areas.

(viii) Fishing and netting are prohibited from Marina dock areas. Use of harpoons or spears is prohibited in the Marina.

(ix) Small vessels or dinghies are not permitted to be stored or operated under Marina dock areas.

(x) Vessel Owners are required to maintain mooring lines and bilge pumps in good working condition at all times. During Hurricane Season from June 1st to November 30 of each year, Vessel Owners shall take all necessary and prudent measures to prevent damage, which may include, but not be limited to, maintaining double mooring lines. In the event of a significant storm for which Vessel Owner has failed, in the Belo Marina Limited's reasonable judgment, to take reasonable safety precautions, the Belo Marina Limited reserves the right, to be exercised in its sole and absolute discretion, to take reasonable safety precautions for the Vessel Owner. However, THE BELO MARINA LIMITED SHALL NOT BE LIABLE FOR THE EXERCISE OR NON-EXERCISE OF ITS OPTION OR ANY DAMAGES CAUSED THEREBY, INCLUDING, BUT NOT LIMITED TO DAMAGES CAUSED BY THE NEGLIGENCE OF THE BELO MARINA LIMITED.

(xi) Pets are permitted at the Marina only if they are not a nuisance. Vessel Owners are legally responsible for the actions of their pets. This Agreement may be terminated by Belo Marina Limited if Vessel Owner's pet, or the pet of Vessel Owner's guest, creates a nuisance. Examples of nuisance behavior include, but are not limited to, toileting on Belo Marina Limited property or on the property of others (unless Vessel Owner removes all traces of waste material and disposes of it in a closed container placed in a trash receptacle), noise, threatening demeanor, running at large (not on a leash). Pets may not be tied on docks, walks or land.

(xii) Rigging shall be secured to prevent undue noise.

(xiii) Vessel Owner agrees not to hang any laundry, towels, bathing suits or other items above decks on his/her vessel or on docks and finger piers of Marina.

(xiv) Firearms, loaded or unloaded, will not be displayed topside or on Belo Marina Limited property.

(xv) Bicycles, motorcycles, motor bike, moped and motor scooter riding, skating and skate boarding on the docks is prohibited. Motorcycles, motorbikes, mopeds and motor scooters may not be stored on the docks.

(xvi) Possession of contraband and prohibited items and substances including, but not limited to, illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons and loaded firearms is prohibited. The arrest of Vessel Owner or Vessel Owner's guest or crew by any agency for a suspected offense covered by this provision may result in termination of this Agreement prior to final legal disposition.

Contractors & Brokerage

Vessel Owner agrees to only use contractors, brokers, or service personnel who register at the Marina office and produce proof of insurance and professional business license prior to working on any vessel in the marina.

Fires, Fueling, and Dangerous Conditions

(i) The use of charcoal burners, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if alcohol, electric, propane or CNG gas stoves are used.

(ii) The fueling of vessels is not permitted at the Marina docks except by preapproved fuel suppliers.

Insurance

(i) Vessel Owner agrees to have his vessel insured by liability insurance and to be held responsible for damage caused to other vessels in the Marina or to the structures thereof. Belo Marina Limited assumes no responsibility for the safety of any vessel docked at the marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however arising. Vessel Owner acknowledges that he has been advised that the Belo Marina Limited makes no representation or warranty to Vessel Owner or for Vessel Owner's vessel a safe berth, or that the Marina offers the safest available refuge. Vessel Owner and his vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth in this Agreement. Vessel Owner agrees to hold Belo Marina Limited harmless in the event claims for damage to other persons or property arise from the presence of Vessel Owner's vessel in the Marina. Vessel Owner has produced evidence of, or has covenanted and agreed that he has liability insurance in full force and effect, and Belo Marina Limited has relied upon this representation.

(ii) The Belo Marina Limited's Liability Insurance Policy requires all contractors working on Vessels at these facilities to be licensed and properly insured. Vessel Owners are not permitted to provide access to private contractors that do not meet these requirements.

Parking

(i) All motor vehicles parked in Belo Marina Limited lots must meet local registration requirements, present a good appearance, and be in serviceable condition. This Agreement confers no right to park motor homes, travel trailers, vessels, water-sports equipment and vessel trailers on Belo Marina Limited property.

(ii) Vessel Owner is allowed to use only one parking space at the Belo Marina Limited's parking lot.

Storage on Docks

Vessel Owner will not place dinghies, small craft, supplies, materials, accessories or debris on walkways or finger piers, and will not construct thereon any locker, chest cabinets or similar structures. Boarding steps approved by Marina may be placed on the leased finger pier adjacent to Vessel Owner's vessel in a manner that will not impede use of the finger pier by others. In no case will Vessel Owner or Vessel Owner's contractor store containers of gasoline, diesel fuel or other petroleum products or hazardous materials on docks or in dock boxes. Such materials, if found unattended, may be removed and disposed of by the Belo Marina Limited at Vessel Owner's expense.

Electricity

(i) Dockage fees and electrical and other services fees shall be paid in advance.

(ii) UL-approved cords required. Vessel Owner will connect to Marina power outlets only with serviceable, UL-approved power cords designed specifically for marine use and rated for the electrical service to which connected. Belo Marina Limited will remove any unauthorized or unserviceable power cords and Belo Marina Limited will not be responsible for any consequences of such removal. Plugs must have integral weatherproof covers in serviceable condition.

(iii) Alteration of electric supply system prohibited. No addition, alteration or modification shall be made to the electrical supply system. Belo Marina Limited shall not be responsible for electrical interruption or power surges or the results or damage there from.

(iv) Vessel Owners must use marine-grade shore power cords for electrical service connections at Marina utility centers. Both water hoses and power cords shall not run across Marina dock areas.

Water

(i) Marina provides access to fresh water but prohibits the use of fresh water to cool air- conditioners and other equipment or to cool the skin of the vessel.

(ii) Vessel Owner agrees to disconnect all water hoses when he/she will be absent from the Vessel. Belo Marina Limited may disconnect Vessel Owner's water hose at the dock in Vessel Owner's absence and Belo Marina Limited will not be responsible for any consequences of such action.

(iii) Vessel Owner agrees to use a shut-off nozzle to conserve water when washing his vessel.

(iv) Vessel Owner's vessel must have adequate and permanently installed electrical or mechanical bilge pumps in a constant state of readiness and in good working order. Electrical bilge pumps operated by power from the Marina must also be connected to a charged and functional DC storage battery system to provide emergency power in case of shore-power failure. Belo Marina Limited is not responsible for damages or loss resulting from power failure.

Waste Disposal

(i) Vessel Owner will ensure that all trash and garbage is placed into receptacles provided.

(ii) The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.

(iii) Charges associated with damage and prevention of damage caused by a discharge and with cleaning up and disposing of contaminated materials following such discharge, will be billed to Vessel Owner if Vessel Owner's vessel or action caused or may cause contamination of Marina waters or the waters beyond or inside the confines of the Marina.

(iv) Vessel Owner is responsible for proper disposal of gasoline or gasoline contaminated bilge water and other hazardous materials and agrees not to place them in the Marina trash containers.

(v) The discharge of raw sewage and any other water contaminated by oil, fuel or other regulated materials is prohibited and Vessel Owner shall be liable for any such discharge. All permanently installed sewage systems must meet current regulations or must be locked off while the vessel is docked. Vessel Owners must place all trash and garbage in the commercial containers located at the Marina.

Violations

Violations of the above Rules and Regulations, disorder, degradation or indecorous conduct by Vessel Owner, his crew, agents or guest that might annoy or injure others persons or cause damage to property shall be cause for immediate removal of the vessel in question and termination of any lease agreement at the discretion of the Belo Marina Limited. Violations of any local laws and regulations shall be cause for termination of any lease agreement immediately and cause exclusion of Vessel Owner and his vessel from the Marina.