



**APPLICATION FOR DOCKAGE/BOAT SLIP RENTAL AGREEMENT**

**ON THIS THE \_\_\_\_\_ Day of \_\_\_\_\_ (month) \_\_\_\_\_ (year).** This Boat Slip Rental Agreement is entered into on the above date by and between Port of Call Yacht Club LLC as owner of Slip# \_\_\_\_\_ located at Astor Bridge Marina and Motel located at 1575 W. Highway 40 Astor, FL 32102 and below Applicant/Renter.

**I. Applicant Name:** \_\_\_\_\_

**II. Applicant Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Alternate Number:** \_\_\_\_\_

**VESSEL DATA**

**Vessel Name:** \_\_\_\_\_

**Hull ID#:** \_\_\_\_\_ **State where Watercraft is Registered:** \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_ **Model:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Overall Length:** \_\_\_\_\_ **Beam:** \_\_\_\_\_ **Draft:** \_\_\_\_\_

\*Includes bowsprits, swim platforms, pulpits, and all extensions beyond centerline on deck length. Dockage charge is based on these measurements. (Measured by Dockmaster.) There is a 25' minimum vessel measurement.

**TYPE (CHECK ONE)** Power \_\_\_\_\_ Sail \_\_\_\_\_

**FUEL: (CHECK ONE)** Diesel \_\_\_\_\_ Gasoline \_\_\_\_\_

**ELECTRIC POWER REQUIREMENT (INCLUDE NUMBER OF OUTLETS)** 50 AMP OR 30 AMP

**INSURANCE INFORMATION**

**Insurance Carrier:** \_\_\_\_\_ **Policy Number:** \_\_\_\_\_

**Effective Dates of Coverage:** \_\_\_\_\_ **Limit of Coverage Hull:** \_\_\_\_\_

**Liability Limits: (not less than \$250,000)** \_\_\_\_\_ **Lienholder: Yes** \_\_\_\_\_ **No** \_\_\_\_\_

Dock Rules require Port of Call Yacht Club LLC d/b/a Astor Bridge Marina & Motel be named as an additionally Insured Endorsement. The verbiage on the policy should read; **Additional Insured: Port of Call Yacht Club LLC d/b/a Astor Bridge Marina & Motel @ 1575 W. Hwy 40 Astor, FL 32102.** The vessel Owner must present proof of insurance and ownership with this application, and the vessel Owner is required to present to the Corporate Office current proof of insurance and ownership annually by their insurance anniversary date. The Owner's Insurance Carrier must provide their Watercraft Policy Declarations to our Corporate Office via fax number 386-255-5406 or e-mail to [mgunn@sunbelt2.com](mailto:mgunn@sunbelt2.com).

**DOCK RULES**

The Renter Warrants that he or she owns the above described vessel.

1. **Limit on Use.** This Agreement applies to allow only the dockage of the described vessel. If Renter desires to dock a boat other than referenced above Renter must complete a new agreement, be bound by the conditions of the new agreement, and pay additional charges arising there from. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This Agreement is merely for the renting of a space by vessel Owner for his/her vessel. There is neither temporary nor permanent dominion, or control exercised over said vessel by Port of Call Yacht Club LLC d/b/a Astor Bridge Marina and Motel, but said control is to remain in vessel Owners at all times. This Agreement is for the use of space only, and such space is to be used at the sole risk of Owner. Port of Call Yacht Club LLC d/b/a Astor Bridge Marina or management shall not be liable for the care or protection of the boat, including gear, equipment and appurtenances at any time.

2. **Term.** This Application for Dockage/Boat Slip Rental Agreement is for: **(initial a or b below)**

\_\_\_ a. The period \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_ **inclusive** for one (1) year from date of signature below, and after which time, if not sooner terminated; the Agreement will automatically renew annually unless written notice is provided to the Marina thirty (30) days prior to expiration. Agreement will be renewed at the then posted or a negotiated rate for such additional period.

\_\_\_ b. Month to Month, beginning \_\_\_\_\_, 20\_\_ and continuing from month to month thereafter, subject to all other paragraphs herein.

3. **Rents.** The base boat slip rental rate shall be \$\_\_\_\_\_USD per month, plus applicable FL sales tax \$\_\_\_\_\_USD for a combined total due of \$\_\_\_\_\_USD per month . **All slip rentals shall be paid on the first day of the month that the rental applies.** Dockage rental will **not** be pro-rated upon arrival if after the first day of the arrival month. Dockage rental will **not** be pro-rated upon departure and any portion of a month shall constitute an agreement to rent for the entire month. The dockage and rent is earned when paid.

4. **Deposit.** A one-time deposit of \$300.00 USD is required upon execution of the agreement, and prior to arrival of the vessel. Security Deposit shall secure performance of this agreement, and may not applied at the end of the rental period. It may be applied for any breach of this any other agreement with the owner, or to pay any delinquency of or damage caused by the Renter or its agents or the vessel while docked at Port of Call Yacht Club LLC d/b/a Astor Bridge Marina and Motel. Unused security deposit shall be returned to the Renter at the end of term or upon termination hereunder, after payment to the Slip owner for all rents and charges owed hereunder, and within 30 days of such term of expiration or termination.

5. **Electrical Service.** Electrical service will be invoiced by Port of Call Yacht Club LLC, payable to Port of Call Yacht Club LLC, and shall be provided per Slip Number. Renter shall be responsible to the slip owner for all charges related hereto. Nonpayment of which shall be a lien upon the vessel and owner of such.

2. The vessel Owner and his/her agents, employees, and guests will indemnify and hold harmless Port of Call Yacht Club LLC d/b/a Astor Bridge Marina. and its officers, employees and agents for the consideration hereinbefore set forth, from any cost, expenses, damages and against all claims, demands, damage, liability that may be asserted by anyone due to (a) property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said Owners vessel motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on Owner's vessel, or on the premises of harmless Port of Call Yacht Club LLC d/b/a Astor Bridge Marina or to personal property of others on the vessel or Marina premises, and (b) any personal injury, death or illness arising from the occupancy or use of the Marina premises or facilities, where such injury or damage is caused, in any part regardless of how slight, by the acts or omissions of the vessel owner, his/her agents, servants, invitees or employees, and (c) any alleged damage or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight, by Owner, his/her agents, servants, invitees or employees.

3. Boat owners are responsible for damage to harmless Port of Call Yacht Club LLC d/b/a Astor Bridge Marina dock structures and pilings. In the event of an emergency, harmless Port of Call Yacht Club LLC d/b/a Astor Bridge Marina reserves the right to move boats to other mooring places. Port of Call Yacht Club LLC d/b/a Astor Bridge Marina shall not be liable for the care or protection of the boat, including gear, equipment and contents, or for any loss or damage of whatever kind or manner to the boat, contents, gear, and equipment. The vessel Owners who keep their boats at Port of Call Yacht Club LLC d/b/a Astor Bridge Marina will have a minimum of 2 additional sets of tie-up lines readily available. In the event of a storm, Port of Call Yacht Club LLC d/b/a Astor Bridge Marina, at the discretion of Management, reserves the right to evacuate unattended boats at the owner's expense and risk. However, nothing contained herein shall require Port of Call Yacht Club LLC d/b/a Astor Bridge Marina to do so. It is expected that boat owners keeping their boats at Port of Call Yacht Club LLC d/b/a Astor Bridge Marina during the hurricane season will have made arrangements for the safe and sheltered anchorage of their boats elsewhere on the approach of the storm. In the event of dangerous weather conditions, Port of Call Yacht Club LLC d/b/a Astor Bridge Marina at the discretion of management, reserves the right to evacuate unattended boats at the owner's expense and risk. However, nothing contained herein shall require Port of Call Yacht Club LLC d/b/a Astor Bridge Marina to do so.

5. In the event of any breach hereunder including but not limited to recovery in whole or in part for services or slip/space/rental charges, in any Court, the vessel Owner hereby agrees to pay all court costs together with attorneys' fees, collection fees and interest and further that said vessel be responsible for such costs, fees and interest. Should a suit in either civil court or in rem result against the vessel, the Owner agrees and consents to have the Marina appointed as substitute custodian who may be responsible to secure removable items, with the consent of the United States Marshall, at the Marina facility including removing the vessel in custodial legis from its normal slip/space to another slip/space as the United States Marshal may allow or direct. Custodial fees shall be calculated at the established Daily Rate.

7. Boat owners are at all times required to contact the Marina Manager prior to arriving and departing the docks.

## **Port of Call Yacht Club LLC d/b/a Astor Bridge Marina** **Dock Rules**

### **Section 1.**

The Marina has both assigned boat and transient slips. Specific slips are supplied with fresh water and individually metered 30 AMP, or 50 AMP electrical boxes. The slip lessee may arrange with the Marina Manager to have this connected to that individual slip. Slips are also available for temporary docking by a guest who arrived by boat to use the facilities. Slips are also available without electric.

### **Section 2.**

Fire extinguishers are placed at regular intervals along the docks, and ladders are placed from the docks and sea wall into the water. For safety and security purposes, boat owners should file a "Float Plan" when away from the Marina overnight. Forms are available at the Marina's Office.

### **Section 3.**

Any boat owner desiring permanent dockage at the Marina must submit an application available at the Marina's Office, to Management, along with proof of ownership or lease agreement prior to boat arrival. In addition, owners must furnish proof of insurance of not less than \$300,000 liability insurance. Upon approval of application, insured boat owners shall designate **Port of Call Yacht Club LLC d/b/a Astor Bridge Marina, 1575 W. Hwy 40 Astor, FL 32102, as an "Additional Insured"** with verification provided to Port of Call Yacht Club LLC d/b/a Astor Bridge Marina.

### **Section 4.**

The Marina Manager and Corporate Management shall have the right to require an inspection of each vessel for seaworthiness, safety, ability to get underway under its own power and general acceptable appearance prior to dock assignment.

### **Section 5.**

Management shall approve dock space and may reassign space in order to maximize the use of the docks.

### **Section 6.**

Management reserves the right to "sublet" an assigned dock space for a planned extended period of time. It is the Marina Manager's responsibility to handle "subletting" in coordination and approval with Corporate Management.

### **Section 7.**

If a tenant with an assigned slip conveys the vessel to a new owner, said tenant must inform the Marina Manager and Corporate Management, in writing, of the transaction and its effective sale. The vessel must vacate within 24 hours.

## **Section 8.**

Use of the docks shall be at sole risk of the owners, crews and guests. Management shall not be liable for care, protection or safety of any vessel, its contents or equipment, including times of storms or other perils. Owners of Vessels docked at the Club shall, at all times, be responsible for the safety and security of their vessels to prevent any personal injury, damage to marina property or other vessels. All vessels must have an engine in operating condition. Boat Owners are responsible for damage to Port of Call Yacht Club LLC d/b/a Astor Bridge Marina dock structures and pilings. In the event of an emergency, Port of Call Yacht Club LLC d/b/a Astor Bridge Marina reserves the right to move boats to other mooring places at owners' expense.

## **Section 9.**

Garbage and trash must be tied in plastic bags and deposited in containers ashore. Dumping of any refuse overboard is strictly prohibited. Boat owners' pets are to be kept on a leash at all times when on Marina property. Pet droppings are to be picked up and disposed of directly in the dumpster.

## **Section 10.**

Tenants are permitted to make only minor alterations, additions, and repairs to the vessel while docked at the Club. Tenants may not employ more than two persons at any one time, except in emergencies or special permission from the Marina Manager and Corporate Management.

## **Section 11.**

Tenants are responsible for keeping the dock at which they are moored free of clutter. One dock box is permitted for each assigned slip. This box will be white in color and its dimensions will not exceed 20" deep x 18" high x 48" wide, and will be placed so as not to obstruct traffic on the dock. Inspection of the dock box and placement will be by the Marina Manager before installation.

## **Section 12.**

During periods when storm warnings are hoisted, the tenant shall fix additional lines to the satisfaction of the Marina Manager and remove any loose furniture or fixtures that may balloon or cause damage from the wind. The Marina Manager may cut off electricity and water to the docks when water levels rise or winds reach a dangerous level, all without incurring any liability unto himself or Management by such action. It is expected that boat owners keeping their boats at Port of Call Yacht Club LLC d/b/a Astor Bridge Marina during the hurricane season will have made arrangements for the safe and sheltered anchorage of their boats elsewhere on the approach of the storm. In the event of dangerous weather conditions, Port of Call Yacht Club LLC d/b/a Astor Bridge Marina, at the discretion of management, reserves the right to evacuate unattended boats at the owner's expense and risk. However, nothing contained herein shall require Port of Call Yacht Club LLC d/b/a Astor Bridge Marina to do so.

## **Section 13.**

Tenants may stay overnight on his/her/hers vessel for a period of no longer than eight nights per month with prior notification to the Marina Manager.

## **Section 14.**

There will be approved by Corporate "Live Aboard" residence allowed at Port of Call Yacht Club LLC d/b/a Astor Bridge Marina.

## **Section 15.**

Use of Marina docks by tenant to conduct commercial business for profit is prohibited. The showing of "FOR SALE" or equivalent signs on any vessel is also prohibited.

## **Section 16.**

Dockage fees shall entitle the tenant the use of the Marina docks, water connections, 30 AMP, 50 AMP or 100 AMP electrical outlets, shower facilities, laundry facilities and trash and garbage disposal. Each slip has its own electric meter.

### **Section 17.**

The current dockage fees are available in the Marina's office and are subject to change without notice.

### **Section 18.**

The Marina Manager will be responsible for measuring the length of all vessels docked at the Marina. This measurement will be taken from the stern of the vessel or dive platform (if so equipped) to the bow or end of the bowsprit. Slip minimum dockage will be for a 25 foot measurement.

### **Section 19.**

A Pump-Out Station is available on premise. Instructions for proper usage are posted and shall be followed. Pump outs are a billable service at \$5.00 per pump out. This cost is waived ONLY if the Tenant pays a monthly live-aboard fee in addition to their dockage rate.

### **Section 20.**

Exceptions to the above for dockage and special fees will be forwarded to the On-Site Manager for recommendations to Corporate Owner/Members for final action.

### **Section 21.**

Visiting yacht owners are expected to call in advance for dockage and upon arrival, show insurance, register their vessel with the Marina Manager and make proper arrangements for expenses accrued during the stay. Length of visit may be subject to season, reservations or special events. Electric charges for visiting yachts shall be on a daily basis and according to 30 AMP or 50 AMP usage. Fees are posted in the Marina's Office.

### **Section 22.**

All tenants must keep strict observation of any children or minors in their custody at all times.

### **Section 23.**

Tenants are required to contact the Marina Manager prior to arriving and departing the docks.

### **Section 24.**

If Tenant does not remove structure, lifts and/or equipment occupying or erected on the leased slip or dock, after expiration or cancellation of the lease, such structure or equipment will be deemed forfeited to the Marina. The Marina may at its option remove, destroy, or sell such structure or equipment after giving 10-days written notice by Certified Mail/Return Receipt to Tenant's address of record on file. Such remedy is in addition to all remedies allowed to the Marina under applicable laws, including administrative fines.

### **Section 25.**

Tenant hereby agrees to abide by all regulations and requirements of Florida Department of Environmental Protection, St. John's Water Management District and any other governmental agency with authority over the marina and upland properties.

### **Section 26.**

Delinquency in payment of slip fees may be remedied by Port of Call Yacht Club d/b/a Astor Bridge Marina & Motel in any way allowed under Florida laws. Payment is due on the 1<sup>st</sup> of each month for the current month.

Tenant shall pay any and all sums of money or charges required to be paid by Tenant under this Agreement promptly when the same are due, without any deductions or setoff whatsoever. All such amounts or charges shall be payable to Port of Call Yacht Club d/b/a Astor Bridge Marina & Motel by net terms.

If any sum of money due Port of Call Yacht Club under this lease agreement shall not be paid when due or shall otherwise be in default, such sums shall be subject to the following late fee clause.

**Late Fee Clause Policy – Addendum to Dockage Application effective November 01, 2017**

If payment is not received in full by the 5<sup>th</sup> of the current month’s billing, and becomes in default, a 5% late fee of the balance will become applicable and billable to the Tenant’s account.

Thereafter, if payment is not received in full by the 10<sup>th</sup> of the current month’s billing, and becomes in default, an escalation to a 10% late fee of the balance will become applicable and billable to the Tenant’s account.

**IF VESSEL OWNER BECOMES DELINQUENT IN RENTAL PAYMENTS (60 DAYS OR MORE) PORT OF CALL YACHT CLUB LLC SHALL HAVE THE RIGHT TO MOVE BOAT TO ANOTHER LOCATION UNTIL ACCOUNT IS PAID IN FULL.**

**PURSUANT TO FLORIDA STATUTE SECTION 328.17 IN THE EVENT OF NON-PAYMENT OF STORAGE FOR A PERIOD OF SIX MONTHS, PORT OF CALL YACHT CLUB LLC IS AUTHORIZED TO SELL OWNER’S TRAILER, VESSEL, ETC...AT A NON JUDICIAL SALE.**

BY SIGNING THIS AGREEMENT, VESSEL OWNER AGREES TO THE TERMS AND CONDITIONS HERIN, AND TO COMPLY WITH DOCK RULES OF PORT OF CALL YACHT CLUB LLC D/B/A ASTOR BRIDGE MARINA, WHICH ARE MADE. A PART HEREOF, FURTHER, VESSEL OWNER AGREES THAT UPON ANY SUCH VIOLATION OF THIS AGREEMENT OR DOCK RULES, PORT OF CALL YACHT CLUB LLC D/B/A ASTOR BRIDGE MARINA MAY TAKE IMMEDIATE POSSESSION OF THE SLIP AND WITHOUT NOTICE TO VESSEL OWNER, REMOVE THE BOAT FROM HER BERTHING SLIP AT OWNER’S RISK AND EXPENSE.

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

RECEIPT OF APPLICATION BY \_\_\_\_\_ DATE \_\_\_\_\_

SLIP NUMBER: \_\_\_\_\_

RATE: \_\_\_\_\_

FLORIDA SALES TAX (6.5%): \_\_\_\_\_

TOTAL MONTHLY CHARGE: \_\_\_\_\_

ONE TIME \$300.00 DEPOSIT (PER TERMS OF DOCK RULES #8) CHECK #: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTE: \*\*Electric Metered Charges billed separately.**

Boater agrees to pay current monthly slip fee by the 1<sup>st</sup> of the month. Late fee clause default policy begins on the 5<sup>th</sup> of the month. All payments received after the 10<sup>th</sup> of the month are subject to a 10% late fee. Marina reserves the right to amend the rules and regulations from time to time as is deemed necessary, without prior notice.

Date of Application: _____	Date Received by Office: _____
Slip Assignment & Date: _____	Date Slip Relinquished: _____



**Credit Card Authorization Form**

