

GOOSE POND COLONY MARINA
417 Ed Hembree Dr.
Scottsboro, AL 35769
Marina office: 256-912-0063
Business office: 256-912-0592

DOCKING BERTH AGREEMENT

____ ANNUAL ____ MONTHLY

This agreement is made and entered into on this the ____ day of _____, 20____, in Scottsboro, Jackson County, Alabama, by and between THE PUBLIC PARK AND RECREATION BOARD (hereinafter referred to as "GOOSE POND COLONY MARINA" OR "LICENSOR"), and

Name _____ Cell phone _____
Address _____ Alternate phone _____
City _____ State _____ Zip _____ Email _____

(hereinafter referred to as "BOAT OWNER or "LICENSEE"). The undersigned warrant(s) and represent(s) to GOOSE POND COLONY MARINA that everyone and every legal entity having an ownership interest in the boat as described below has signed this agreement or the undersigned is authorized to execute this agreement on behalf of such other Owner or Owners of said boat. For and in consideration of the covenants and promises contained within this agreement as hereinafter set out, GOOSE POND COLONY MARINA hereby gives to BOAT OWNER the permission to use that certain portion of GOOSE POND COLONY MARINA'S storage facilities described as follows:

Dock # _____ Slip # _____ OR Dry Storage # _____

The undersigned has personally examined and inspected such storage facilities and finds the same to be suitable and acceptable for the storage and docking of the boat described hereinbelow.

TERMS OF AGREEMENT

DESCRIPTION OF BOAT:

BOAT OWNER shall dock or moor only the following boat in the above-designated docking berth:

Make of Boat _____ Length _____ Registration # _____

TERM OF AGREEMENT, FEES, DEPOSITS AND OTHER CHARGES:

Month to month basis: The initial term of this agreement is for a period of one (1) month from the date of the execution of this agreement and thereafter this agreement shall be renewable for additional periods of one (1) month each upon the mutual consent of LICENSOR and LICENSEE as to rates and other terms.

LICENSOR SHALL NOT BE OBLIGATED TO RENEW THIS AGREEMENT BEYOND THE INITIAL TERM OF ONE MONTH AND RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT AND REASSIGN THE DOCKING BERTH TO ANOTHER BOAT OWNER WITH OR WITHOUT CAUSE AT THE EXPIRATION OF ANY MONTHLY PERIOD UPON SEVEN (7) DAYS PRIOR NOTICE TO LICENSEE HEREIN. LICENSEE understands that priority for such docking berth may be given to owners who agree to accept such docking berth on an annual basis.

Month to month rates: If BOAT OWNER selects a month-to-month basis, BOAT OWNER agrees to pay to GOOSE POND COLONY MARINA for the use of the above designated docking berth the sum of \$_____ per month, with the rate for any such renewal periods being at such rate as may be determined by LICENSOR.

Annual basis with option to renew:

The initial term of this agreement shall be for a period of one (1) year beginning on the ____ of _____, 20____ and ending at 12:00 noon on a date one year thereafter, unless sooner terminated by the LICENSOR as provided herein. In the event that LICENSEE shall not be in default in the performance of any of the terms or conditions of this agreement, then upon the expiration of the initial term, the LICENSEE shall have an option to extend the term of this agreement for successive periods of one year each so long as LICENSEE shall not be in default in the performance of any of the terms or conditions of this agreement and on condition that LICENSOR continues to own and maintain such storage facilities. The options to extend shall be exercised by the LICENSEE by giving written notice of election to extend not less than sixty (60) days prior to the expiration of the current term. Such extended term(s) shall be upon the same terms, covenants and conditions as provided in this agreement for the initial term with the exception that the payments and fees due for such extension term(s) shall be increased to the prevailing rates then in effect for similar docking berths at LICENSOR'S facility.

Annual rates: LICENSEE shall pay to LICENSOR for the use of the above designated docking berth the sum of \$_____ in advance or in installments of one half down and balance due in 3 monthly installments beginning the next month.

Auto draft payments: LICENSOR shall require LICENSEE to use an auto draft option for any account charges. LICENSEE shall have the option of using a credit card or bank draft for these charges and LICENSEE shall have the option of these charges being drafted on the 1st, 10th or 20th.

BOAT OWNER will be required to give in writing a 30 day notice of leaving the marina.

Utilities: The above stated fees for the docking berth do not include the use of electricity or other utilities. Any consumption of electricity or other utilities from any docking berth shall be charged to the LICENSEE as an additional fee hereunder, at the same per kilowatt rate then charged to GOOSE POND COLONY MARINA by the electrical utility or other supplier of electrical service. LICENSEE shall be charged an additional \$5 meter reading fee each month.

Late charges: A late charge of 1.5% per month will be added to any installment payment that is not received by the 15th day of the month it is due. All late charges shall be established and based on either the date of actual payment at the marina office or the postmark date if paid by mail. Notwithstanding such late charges, failure to pay any charges on or before the due date shall be deemed a default by BOAT OWNER under the terms of this agreement. All late charges will appear on the next month's bill.

Acceleration: Upon termination or breach of this agreement for any one or more of the causes set forth herein, all sums due for the balance of the original term (or any renewal term or other extended term) and all other indebtedness owed by the LICENSEE to the LICENSOR shall become immediately due and payable.

Grant of Security Interest and Lien on Boat for Nonpayment of Fees: GOOSE POND COLONY MARINA shall have a lien on any and all boat(s) and the contents thereof stored within the above stated docking berth for any unpaid fees, charges or payments under the terms and conditions of this agreement and GOOSE POND COLONY MARINA shall have the right to possession of said boat (s) and the contents thereof and to sell and dispose of the same to satisfy any unpaid fees, charges or payments herein. BOAT OWNER hereby grants to GOOSE POND COLONY MARINA a security interest in the above stated boat(s) (including but not limited to its fittings, furnishings, tackle, furniture and other contents thereof) to secure payment and performance of all obligations, conditions and covenants hereunder. Upon any default hereunder, GOOSE POND COLONY MARINA may declare all obligations, conditions and covenants immediately due and payable, may board, move and possess said boat(s) and sell and dispose of said boat(s) and the contents thereof at a commercially reasonable sale in accordance with the Alabama Uniform Commercial Code. GOOSE POND COLONY MARINA hereby retains all other rights and remedies and no action or inaction by GOOSE POND COLONY MARINA shall constitute a waiver hereunder.

BOAT OWNER'S LIABILITY:

Liability: BOAT OWNER hereby accepts liability for any and all damages to the above stated docking berth and appurtenances and every part thereof caused by BOAT OWNER, his/her/its employees, licensees, or invitees which may occur during the period of this agreement. BOAT OWNER agrees that only reasonable and customary use will be made of the docks and facilities covered hereby and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises and that the BOAT OWNER will keep the dock and premises covered hereby free and clear of gear, tackle and all other obstructions. BOAT OWNER shall during the term of this agreement and any extensions or renewals thereof maintain liability insurance and comprehensive marine insurance on such boat in the. Boat owner shall provide a minimum of \$300,000 for wet slips and \$100,000 in dry storage.

Any BOAT OWNER or invitees of the BOAT OWNER causing damage to the property of GOOSE POND COLONY MARINA or other vessel owners, either by accident or negligence, will be responsible for the repairs to the satisfaction of the owner. Any accident must be reported the GOOSE POND COLONY MARINA office at once.

Indemnity: BOAT OWNER shall protect, indemnify, save and hold harmless GOOSE POND COLONY MARINA and its agents, servants and employees against and from any and all claims, actions, proceedings, damages, and liabilities and expense including attorneys' fees, arising out of or from any accident or other occurrence in, on or at the LICENSOR'S facility causing injury to any person or property as a result of the storage of the LICENSEE'S boat or any act or omission of the LICENSEE his/her/its employees, agents, invitees, licensees or other representative. LICENSEE shall at all times comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duties upon the LICENSEE with respect to the storage of said boat. LICENSEE shall not make any alterations, improvements, additions or changes to the docking berth without the express written consent of the LICENSOR. All decks and additions must be approved before construction by the Marina office. Any BOAT OWNER that installs a deck is responsible for removal at the time of vacating the slip. BOAT OWNER may leave the deck if the new slip renter is in agreement.

Main walkways must be kept clear at all times. Steps are permitted with the approval of the marina manager and must be less than ½ the width of finger pier and easily passable.

GOOSE POND COLONY MARINA'S LIABILITY:

Limited liability: GOOSE POND COLONY MARINA and its agents, servants and employees shall not be liable, either jointly or separately, for damage to person or property of LICENSEE, his/her/its employees, licensees, invitees or other representatives that occurs while the same are within the geographical limits of the marina and that is occasioned by fire, explosion, theft, collision, sinking, fluctuation of water level, acts of God or any other cause.

GOOSE POND COLONY MARINA may make efforts to contact BOAT OWNER and notify him/her/it of dangerous conditions requiring his/her/its attention; however, the LICENSOR shall have no duty or obligation to do so and assumes no such duty or obligation with respect to the LICENSEE'S boat or other personal effects and the LICENSOR shall not be responsible for any loss, injury (including death), or damages to persons or property sustained while in or on the facilities of the LICENSOR, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accidents, or any other acts of God, and the undersigned specifically exempts, releases and discharges the LICENSOR from any such injuries, damages or liabilities.

GOOSE POND COLONY MARINA assumes no responsibility for improperly moored vessels, but GOOSE POND COLONY MARINA reserves the right to replace defective lines and charge accordingly. Should said boat sink in the basin, BOAT OWNER agrees to have said boat removed within twenty-four (24) hours or pay GOOSE POND COLONY MARINA for taking care of it. SEE MARINA MANAGER FOR ADDITIONAL INSTRUCTIONS.

DAMAGE OR DESTRUCTION OF MARINA OR CESSATION OF OPERATION OF FACILITY

If the marina or docking facilities owned by LICENSOR should be damaged or destroyed by fire, flood, collision, accidents or any other causes, to the extent that the LICENSEE'S boat and other personal property may not be safely or feasibly stored, in the sole discretion of the LICENSOR, then, the LICENSOR, may at its option either reassign BOAT OWNER to another slip or terminate this agreement by written notification to LICENSEE whereupon all rights and obligations hereinbelow shall cease.

AGREEMENT TO COMPLY WITH REASONABLE RULES AND REGULATIONS OF LICENSOR AND OTHER GOVERNMENTAL AUTHORITIES:

The LICENSEE shall comply with all laws, orders and regulations of federal, state and municipal authorities and with all lawful direction of any public officer, which shall impose any duties upon the LICENSOR or LICENSEE with respect to the storage of the LICENSEE'S boat at LICENSOR'S facility. In addition, the LICENSEE agrees to comply with the rules and regulations implemented by the LICENSOR with respect to the use of the LICENSOR'S facilities and any reasonable amendments or modifications thereto. The LICENSEE further agrees that such rules and regulations may be changed, repealed or amended from time to time.

BOAT OWNER is only permitted to use environmental friendly, 100% bio-degradable, toilet holding-tank odor control products in their holding tanks. The chemicals marked poison or include formaldehyde are not allowed to be used while docking or visiting GOOSE POND COLONY MARINA.

All boats with holding tanks at GOOSE POND COLONY MARINA are to obtain a yearly MSD inspection. At that time, the marina manager will review products being used in the boats holding tank.

Discharge of sewage, oil or petroleum products or other pollutants in the Marina water is prohibited. Trash and garbage should be placed into the dumpster or proper receptacles. Storage of hazardous materials in dock boxes or lockers is prohibited. NO hauling of fuel is permitted on docks or for dry storage. Violation of regulations imposed by the federal and/or state governments subjects the violator to fines up to \$5,000.

MISCELLANEOUS PROVISIONS:

Any and all rights, interests, or privileges of BOAT OWNER created under this agreement shall apply only to the particular docking berth as above stated and to the boat as designated in the registration and data form that is duly filed with GOOSE POND COLONY MARINA. Such registration and data form is hereby incorporated into and made a part of this agreement. BOAT OWNER shall use the above stated docking berth and the boat moored therein for pleasure and recreation purposes only and no commercial venture or activity of any kind shall be undertaken therein or therefrom. Such boat may not be used as a business office. The GOOSE POND COLONY MARINA address and phone number shall not be used for any business purposes.

BOAT OWNER agrees to exercise due care in the occupation, possession and use of the above stated docking berth and to vacate the same in good condition, wear and tear occasioned by normal use excepted. BOAT OWNER shall, not later than noon on the day upon which this agreement ends, peaceably and quietly surrender the docking berth to the LICENSOR and the LICENSEE shall repair and restore and save the LICENSOR harmless from all damage to such facilities caused during the LICENSEE'S use or occupation thereof. LICENSEE'S obligation to observe and perform the covenants contained in this paragraph shall survive the expiration or termination of this agreement.

BOAT OWNER shall keep said boat in such condition that it does not become unsightly, dilapidated or reflect unfavorably on the appearance standards of the facility determined by the marina manager. BOAT OWNER shall keep said boat in operational condition at all times. Decks of all boats moored to the docks shall be kept free and clear of debris, bottles, paper trash or other unsightly materials at all times. Laundry, sheets and tarps shall not be hung on boats, docks or piers at any time.

GOOSE POND COLONY MARINA is for the use of BOAT OWNERS and their guests. BOAT OWNERS and their guests shall keep noise to a minimum at all times. BOAT OWNERS shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance. Quiet time shall be observed from 11 p.m. to 8 a.m. No charcoal grills are allowed on docks or piers at any time.

BOAT OWNERS shall not be permitted to spray paint, sand, grind, etc. on the dock. Please see the GOOSE POND COLONY MARINA office for alternatives.

BOAT OWNERS are responsible for the behavior of their guests. Fishing is allowed on the docks but is limited to 2 guests who must be accompanied by the boat slip owner.

Pets are welcome on said boat but must not be left unattended. While traveling from the car to the boat and back, all pets must be on a leash and any "soiling" must be cleaned up by the BOAT OWNER. Pets may not be tied to docks, catwalks, trees or fences. PETS ARE PERMITTED ONLY IF CONFINED TO OWNER'S BOAT.

If the BOAT OWNER sells his/her/its boat which is docked in the berth that is the subject of this agreement, the new boat owner may utilize the remaining term of this agreement, but the new OWNER will be required to contact the office and have the contract transferred to the new OWNER'S name.

BOAT OWNER shall immediately notify the GOOSE POND COLONY MARINA administrative office of any change of his/her/its address and/or telephone number or of any change in the ownership with respect to the boat described hereinabove.

It is expressly agreed between the parties to this agreement that the BOAT OWNER is being granted a temporary license for the use of the premises as described above. BOAT OWNER expressly acknowledges that this agreement is not to be construed as a lease, but rather as a temporary license for the use of certain premises during the term of this agreement. Furthermore, this license being granted to the BOAT OWNER is revocable pursuant to the terms of the agreement.

BOAT OWNER may at his/her/its option, provide LICENSOR with a set of the main door or hatch and ignition keys to the LICENSEE'S boat and, the LICENSOR shall be authorized to move the subject boat if, in the LICENSOR'S sole discretion, movement of the same is feasible or necessary; however, the LICENSOR is under no obligation to do so. The LICENSEE authorizes the LICENSOR, its agents or employees to move and/or operate BOAT OWNER'S boat for such purposes and agrees to indemnify and hold harmless the from any and all liability, loss or damage caused by or resulting from the LICENSOR'S moving of such boat or its failure or refusal to do so.

DEFAULT:

The occurrence or existence of any of the following shall constitute a default:

Non-payment of any sums due hereunder when due or other failure to comply fully with any provision, obligation, condition or covenant contained in this agreement;

In the event LICENSEE removes, attempts to remove or permits the removal of the boat from the LICENSOR'S docking facilities during any period when any sums are due and owing to the LICENSOR hereunder; and

In the event LICENSEE removes or allows the removal of the boat from the docking facilities and the same remains vacant, without notice or explanation from the LICENSEE TO LICENSOR for a period of fourteen (14) consecutive days;

In the event the LICENSEE shall be unable to meet his/her/its obligations as they become due or shall be adjudicated a bankrupt, make a general assignment for the benefit of his/her/its creditors or take the benefit of any insolvency act or if a permanent receiver or trustee in bankruptcy shall be appointed for the LICENSSE'S property and assets and such appointment is not vacated or dismissed within forty-five (45) days or in the event of an assignment for the benefit of creditors is made by LICENSEE;

In the event LICENSEE violates any of the other terms, conditions or covenants on the part of the LICENSEE herein contained.

The failure of the LICENSOR to insist, in any one or more instances upon a strict performance of any of the covenants of this agreement or to exercise any rights herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant or option but the same shall continue and remain in full force and effect.

ASSIGNMENT OR SUBLETTING:

LICENSEE shall not assign this agreement nor sublet all or any portion thereof without the prior written consent of LICENSOR and any attempt to do so shall render this agreement null and void at the option of the LICENSOR. GOOSE POND COLONY MARINA reserves the right to the use of said slip when vacant. A \$25 slip change fee will be assessed to BOAT OWNER'S account for each slip change requested by the BOAT OWNER.

CONSTRUCTION AND PARTIAL INVALIDITY:

This agreement shall be construed under and in accordance with the laws of the State of Alabama. If any term or provision of this agreement or the application thereof to any person, firm or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons, firms or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforced to the fullest extent permitted by law.

ENTIRE AGREEMENT AND MODIFICATION:

This instrument contains the entire agreement between the parties hereto and the execution hereof has not been conducted by either party by representations, promises or undertakings not expressed herein and there are no collateral agreements, stipulations, promises or undertakings whatsoever upon the respective parties in any way touching the subject matter of this instrument which are not expressly contained in this instrument. In the agreement hereafter made shall be ineffective to change, modify or discharge, in whole or in part, the terms, conditions and obligations set forth herein, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

IN WITNESS WHEREOF, the undersigned have executed this agreement on this the ____ day of _____, 20____.

Boat Owner

GOOSE POND COLONY MARINA

Boat Owner

By: _____
Marina Manager

Date

Date