



## Cape Marina Slip/Storage License Agreement

Terms & Conditions as of July 1st, 2026

### 1. Definitions

For the purposes of these Slip/Storage License Agreement Terms and Conditions:

“**Vessel**” means any type of watercraft, including but not limited to boats, barges, airboats, and other watercraft as defined in s. 1(b), Article VII of the Florida State Constitution, that is capable of being used as a means of transportation on water, excluding seaplanes.

“**Licensee**” shall mean the owner of the Vessel, and shall also include any directors, officers, agents, guests, employees, personal representatives, heirs, or assigns of the owner.

“**Marina**” refers to Cape Marine Services, Inc., d/b/a Cape Marina, and includes all property owned, managed, or controlled by Cape Marine Services, Inc., d/b/a Cape Marina, including but not limited to uplands, docks, piers, buildings, facilities, and submerged lands. The terms “Marina” and “Cape Marine Services, Inc., d/b/a Cape Marina” may be used interchangeably throughout these Terms and Conditions.

### 2. Execution Requirements

Only individuals with proper legal authority may arrange dockage or execute any License agreement for a Vessel. Authorized parties include:

- The owner listed on the Vessel’s title;
- An individual with a valid power of attorney granted by the titled owner;
- A representative of a business entity that owns the Vessel, provided they supply documentation proving such authority (e.g., corporate authorization or a letter from leadership);
- The executor of an estate, upon submission of valid Letters Testamentary or Letters of Administration;
- A designated captain or contractor, with written authorization from the legal owner.

Designated captains or contractors must present a valid work order, service agreement, or equivalent documentation prior to bringing the Vessel into the Marina.

Any person who arranges dockage without proper authority, or who misrepresents their authorization, shall be held fully responsible for all resulting damages, obligations, and legal consequences. The Marina reserves the right to pursue all remedies available under law.

### 3. Amendments and Modifications

The Marina reserves the right to revise, amend, or update these Slip/Storage License Agreement Terms and Conditions at any time, in its sole discretion. Any such modifications shall become effective no sooner than thirty (30) days after being posted to the Marina’s official website or upon other reasonable notice to Licensees.

Licensees who do not accept the modified Terms and Conditions may terminate their license and vacate the Marina at any time prior to the effective date of the changes. This right to terminate applies solely and exclusively in response to modifications made under this Section and does not alter or replace any other termination provisions contained elsewhere in these Terms and Conditions. Termination under this Section must be submitted in writing

by email to [dockmaster@capemarina.com](mailto:dockmaster@capemarina.com) and must include the Licensee’s name, vessel name, and intended departure date. Verbal notices or informal communications shall not constitute valid termination. Any such termination shall not relieve the Licensee of their obligation to pay all fees, charges, or other amounts accrued or incurred prior to the date of departure. Continued occupancy or use of any slip or Marina facility after the effective date shall constitute the Licensee’s full acceptance of the revised terms.

Notice of modifications may be provided by posting on the Marina’s official website, by email, or by physical notice at the Marina office, at the Marina’s discretion. Reasonable notice includes, but is not limited to, posting at the Marina office, publication on the official Marina website, email communication to the Licensee’s address on file, or inclusion in routine billing correspondence.

It is the responsibility of the Licensee to review the most current version of these Terms and Conditions on a regular basis. The current Terms and Conditions are posted at <https://capemarina.com/slip-storage-license>.

### 4. Grant of License and Permitted Use

This License grants the Licensee a limited, revocable, non-exclusive right to occupy assigned dockage or storage space at the Marina for the Vessel identified in the License. The License conveys no leasehold interest, tenancy, bailment, or other property interest, and does not entitle the Licensee to exclusive possession or quiet enjoyment of any portion of the Marina.

The assigned space may be used solely for mooring or storing the designated Vessel. No substitution of vessels or use by any vessel other than the one identified in the License is permitted without the prior written approval of the Marina. The Licensee shall not permit the assigned space to be used by third parties or for any commercial activity, including but not limited to charters, repairs, or rentals, without express written authorization from the Marina.

Subleasing of slips or storage spaces, transferring vessels by Licensee(s) between slips or storage spaces, or using slips or storage spaces for Airbnb-type operations, short-term rentals, or any similar arrangements is strictly prohibited without the express written approval of the Marina. The Licensee shall not assign, sublicense, transfer, mortgage, or otherwise dispose or encumber the license or any rights granted herein.

The Marina reserves the right, at its sole discretion, to relocate any vessel to another location within the premises as operational needs dictate or in response to nonpayment of Marina charges. Any such relocation due to non-payment shall be at the sole expense and risk of the Licensee and vessel. The Marina also reserves the right to reassign or relocate the Licensee’s dockage or storage space at any time for operational, safety, maintenance, or logistical reasons. No guarantee is made regarding the continued availability of any specific slip, storage area, or facility.

Permitted access depends on the type of space assigned. Wet-slip Licensees are generally permitted access to their assigned slip and the adjoining dock areas on a 24-hour basis. Access to the boat yard and to inside and outside dry-rack (in/out) storage is limited to the Marina’s regular business hours, and all haul-out, launch, forklift, and other in/out movements must be scheduled with and performed by the Marina during those hours; Licensees are not permitted to access, move, or operate vessels in the yard or racks outside of business hours or without Marina staff. In all cases, the Marina reserves the right to limit, restrict, or prohibit access in accordance with applicable law, including for safety, security, maintenance, compliance enforcement, or other operational needs, or as otherwise authorized under the Slip/Storage License Agreement Terms & Conditions.

Use of the Marina for overnight occupancy is permitted only on a limited basis. A Licensee may not occupy the Vessel, or

allow any guests to occupy the Vessel, on an overnight basis for more than eight (8) nights in a 30-day period, unless a valid separate Liveaboard License has been granted in advance by the Marina. The Marina may independently determine liveaboard status based on: (i) receipt of first-class mail at the Marina address, including voter registration or tax documents; (ii) observation of frequent overnight presence by Marina personnel; or (iii) any other conduct that, in the Marina's sole discretion, reasonably indicates primary or prolonged vessel occupancy.

In the event the Marina determines that a Liveaboard License is required and the Licensee does not possess an active Liveaboard License, the Licensee shall be provided written notice and a reasonable, but limited, period to either request a Liveaboard License or cease overnight occupancy. A request may be made by submitting the appropriate online form or by providing the Marina with the necessary equivalent in writing. Approval and issuance of any Liveaboard License is at the sole discretion of the Marina, and Licensees must accept and comply with the terms of the Liveaboard License Agreement. Unauthorized overnight occupancy beyond the permitted threshold may result in: (a) retroactive assessment of applicable fees and/or penalties; and/or (b) termination of this License Agreement. Repeated or continued unauthorized occupancy may constitute a material breach and may further result in termination and restriction or denial of access to the Marina.

Use of the assigned space and all Marina facilities is subject to these Terms and Conditions, all posted Marina Rules and Regulations, and applicable federal, state, and local laws.

## 5. Limitation of Liability and Indemnification

All use of Marina dockage, storage space, or other facilities by the Licensee or the Vessel is on a strictly revocable basis and at the sole risk of the Licensee and the Vessel. The Marina shall not be liable for the care, protection, security, or condition of any Vessel, including its appurtenances, equipment, or contents, nor for any loss, theft, or damage of any kind, except to the extent directly caused by the Marina's willful misconduct or gross negligence.

The Licensee and the Vessel, jointly and severally, agree to indemnify, defend, and hold harmless the Marina, its affiliates, employees, agents, and insurers from and against any and all claims, losses, damages, liabilities, actions, suits, costs, or expenses of any kind (including reasonable attorneys' fees and legal costs) arising out of:

- Use of any Marina facility or service by the Licensee, the Vessel, or their guests, invitees, or contractors;
- Any breach of these Terms and Conditions;
- Any violation of posted Marina Rules and Regulations.

The Licensee and the Vessel shall be jointly and severally liable for any personal injury or property damage caused by the Licensee, the Vessel, their guests, invitees, or any property owned or controlled by the Licensee or stored on the Marina premises.

The Marina shall not be responsible for any loss, damage, or claim arising from the revocation of the License, the termination of access to Marina property, or the issuance or enforcement of a trespass notice to the Licensee or their agents.

This provision shall survive the expiration or termination of the License and any related obligations.

**The risks the Licensee assumes under this Paragraph 5 are heightened in and around the boat yard and the haul-out, dry-rack, and storage areas, which together make up an active marine-industrial work environment. The Licensee therefore acknowledges and agrees that entry into and use of the boat yard, docks, dry-rack racks, and all other storage and service areas is undertaken**

**voluntarily, with full awareness of the conditions described below, and entirely at the Licensee's own risk.**

The Licensee expressly acknowledges that a working boat yard contains inherent and obvious hazards that cannot be fully eliminated, including but not limited to: uneven, wet, slippery, or obstructed surfaces, gravel, mud, standing water, and trip-and-fall hazards; boat stands, jack stands, blocking, cradles, ground anchors, cables, lines, hoses, and power cords; moving and operating equipment, including travel-lifts, forklifts, cranes, tractors, trailers, and trucks, and the loads they carry; overhead loads and suspended vessels, and falling tools, equipment, or vessel components; dust, abrasive-blasting media, paints, solvents, fumes, fiberglass, and other chemicals and debris associated with vessel maintenance and repair; noise, electrical systems, compressed air, high-pressure water, sharp objects, and other industrial conditions; and the risk that an improperly supported, secured, or maintained vessel may shift or fall.

The Licensee, on behalf of the Licensee and all guests, invitees, captains, crew, contractors, and family members, knowingly and voluntarily assumes all such risks, whether known or unknown, and agrees that access is granted on an "as-is" basis. The Licensee is responsible for wearing appropriate footwear and protective equipment, for supervising any guests and minors, for keeping clear of equipment and suspended loads, and for following all posted signage and the directions of Marina personnel at all times.

The yard is open only during regular business hours. No person may occupy a vessel overnight or live aboard a vessel in the yard. Children and pets must be supervised at all times. The Marina may restrict or deny yard access at any time for safety, security, or operational reasons. To the fullest extent permitted by law, the Licensee releases the Marina from, and assumes all risk of, any injury, death, loss, or property damage arising from the condition or use of the yard or any other Marina premises, except to the extent directly caused by the Marina's own gross negligence or willful misconduct. The foregoing assumption of risk is in addition to, and does not limit, the other provisions of this Paragraph 5, and shall survive the termination or expiration of this License.

## 6. Fees and Payment

Charges for dockage and storage shall be established by the Marina's then-current rate sheets, which are incorporated into this License by reference. The current rate sheets are posted at <https://capemarina.com/rate-sheet>. Dockage and storage shall be charged at the applicable rate per foot of the Vessel's length overall ("LOA"), measured tip to tip and including bowsprits, pulpits, anchor platforms, swim platforms, davits, outboard motors, and any other projection or appurtenance. Any day on which the Vessel is present for any part of the day shall be billed as a full day. A minimum billable length may apply, and where a slip is assigned, charges shall be computed upon the greater of the slip length or the Vessel's LOA.

All charges shall be due and payable in advance. The Licensee may prepay for a period not exceeding one (1) calendar month, which shall lock in the then-current paid rate for the days so prepaid. Should the Marina terminate this License before the expiration of a prepaid period, the Marina shall refund the unused days at the per diem rate the Licensee actually paid, less any sums then owing. Otherwise, as this License is transient in nature, the Marina may modify its rates and fees at any time, in its sole discretion, effective upon posting at the Marina office or on its website or upon other reasonable notice; no advance-notice period shall apply, except as to days already prepaid.

A late charge of \$50.00 shall be assessed upon any payment not received within five (5) days after its due date, and a charge of \$40.00 upon any returned or rejected check or electronic payment. All applicable taxes shall be added to the amounts due, and the Marina may impose a surcharge

upon payments made by credit card as disclosed on the Rate Sheet or invoice and in conformity with applicable law. The Marina may also assess reasonable administrative or enforcement fees for non-compliance with this License or the Marina's Rules and Regulations.

***At a minimum, a non-compliance fee of \$75.00 will be charged each month for each violation resulting from a willful failure to submit requested or updated documents or to comply with inspections, as specified in the Rules and Regulations. Paying this fee does not release the Licensee from its responsibilities or limit the Marina's ability to exercise additional remedies contemplated in the Slip/Storage License Agreement.***

All charges shall be paid when due, notwithstanding any dispute; any billing dispute must be submitted in writing within thirty (30) days of the invoice date and shall otherwise be deemed waived.

## **7. Autopay and Stored Payments**

The Licensee expressly authorizes the Marina to store and charge any credit card, debit card, bank account, ACH information, or other payment method that the Licensee, or anyone acting on their behalf, has voluntarily provided through any third-party billing or management system used by the Marina, including but not limited to DockMaster, Dockwa, Molo, or their future replacements. This authorization extends to the collection of all amounts due under this License Agreement, including, without limitation, dockage, storage, utility charges, administrative fees, late fees (as outlined in Paragraph 6), or other obligations incurred under the Slip/Storage License Agreement Terms and Conditions. This authorization shall remain valid throughout the term of this License and thereafter for the duration of any unpaid balances.

The Licensee acknowledges and agrees that they are solely and ultimately responsible for ensuring the accuracy, validity, and sufficiency of any payment method provided. The Licensee shall ensure that all payment methods remain current, authorized, and capable of processing transactions. The Marina shall not be liable for failed payments, declined transactions, expired cards, insufficient funds, or other errors resulting from invalid or outdated payment methods. Failure to maintain a valid and active payment method shall not excuse non-payment or delay the accrual of late fees or the exercise of the Marina's remedies under this Agreement.

Should any charges remain unpaid for a period of thirty (30) calendar days or more, such delinquency shall constitute a material breach of this License, and the Marina shall have the right, without further notice or separate authorization, to process payment using any payment credentials on file. The Licensee agrees that such action shall not require additional notice or consent, and expressly waives any claim to the contrary. This provision is without prejudice to any other remedies available to the Marina, including those provided in Paragraph 5 (Limitation of Liability and Indemnification) and Paragraph 20 (Remedies, Notification Obligations, Cost Recovery, and Jurisdiction), and enforcement through maritime lien procedures under Paragraph 19 or statutory lien procedures under Paragraph 20.

The Marina shall not be obligated to charge or attempt to charge a stored payment method and may elect, in its sole discretion, to pursue recovery through other lawful means, including lien enforcement, civil recovery, vessel removal, or other remedies provided under applicable maritime law or Florida law. The availability of a stored payment method shall not limit or modify the Marina's legal or equitable rights.

In the event that a Licensee initiates a chargeback, cancellation, dispute, or reversal of any legitimate or properly charged transaction, such action shall be deemed a willful and material breach of this License. The Marina shall be entitled to assess a penalty in the greater amount of \$40.00 or 1.5% of the disputed charge. The Marina may also, without further notice, suspend or revoke the Licensee's

access to the premises, initiate vessel removal procedures as described in Paragraph 5 and Paragraph 14, and declare all sums immediately due and payable in accordance with Paragraph 20. The Marina reserves the right to seek recovery of the chargeback and related fees by any lawful means, including the assertion of a maritime lien or initiation of in rem proceedings.

Nothing herein shall authorize the Marina to collect amounts not lawfully owed or to circumvent valid billing disputes. In the event of a demonstrable billing error or unauthorized charge resulting solely from the Marina's mistake or that of its authorized agents, the Marina shall reasonably investigate the matter upon written notice by the Licensee and shall, if warranted, promptly reverse the charge or issue a refund. However, the Marina shall not be liable for incidental, consequential, or exemplary damages resulting from any such billing errors, except where caused by the Marina's gross negligence or willful misconduct.

## **8. Security Deposits**

Because all dockage and storage under this License is transient and billed in advance on a daily basis, a security deposit is generally not required. The Marina may, however, at its sole discretion, require a security deposit as a condition of dockage or storage, in an amount the Marina determines, to secure a reservation, ensure payment, or guarantee compliance.

Any deposit shall serve as collateral for the Licensee's obligations under this License, including fees, damages, cleaning, and compliance with the Marina's Rules and Regulations. A deposit is not a prepayment of charges and may not be applied to outstanding balances unless expressly authorized in writing by the Marina.

In the event of a material breach—including, without limitation, unauthorized liveaboard use, non-payment beyond fifteen (15) days, use of unauthorized contractors, or conduct that endangers persons or property—the Marina may retain the full deposit as liquidated damages. The Licensee agrees that such forfeiture is reasonable and not a penalty, reflecting the Marina's administrative burden, risk, and enforcement costs, and that forfeiture does not waive or reduce the Licensee's obligation to pay any outstanding balance.

The Marina may also recover additional damages, including legal fees, collection costs, and interest on unpaid balances. Any remaining balance of a deposit shall be refunded within thirty (30) days after termination or expiration of this License, provided no unpaid fees or damages remain.

The Marina reserves the right to increase the required deposit upon written notice based on changes in payment history, financial condition, or risk factors, and the Licensee shall comply within fourteen (14) days of such notice or be deemed in breach of this License. These deposit terms do not limit the Marina's enforcement rights under Paragraphs 19 and 20.

## **9. Insurance**

The Licensee is required to maintain vessel insurance in a form and amount acceptable to the Marina. Such insurance must include hull coverage sufficient to insure the repair or replacement value of the Vessel and its contents in the event of any loss or damage, including losses partially or wholly caused by the actions or inactions of the Marina. The Marina may, at its sole discretion, permit a waiver of hull coverage upon written request by the Licensee. Any such waiver must be approved in writing by the Marina and signed by both parties.

The Licensee shall maintain protection and indemnity (P&I) / watercraft liability insurance with limits of no less than **\$1,000,000 per occurrence** and pollution liability insurance with limits of no less than **\$1,000,000 per occurrence**. These policies must provide coverage for

claims involving personal injury, property damage, death, environmental damage, or pollution caused by the Vessel, the Licensee, or any of their guests, invitees, contractors, or related parties.

The Marina must be named as an **additional insured** on both the liability and pollution policies. Proof of all required insurance coverage must be submitted to the Marina office upon the Vessel's arrival and within ten (10) days of the expiration of any previously submitted policy. Coverage must be maintained continuously throughout the term of the License.

No waiver, exception, or modification shall be permitted with respect to liability or pollution coverage under any circumstances. Failure to provide acceptable proof of insurance or to maintain the required coverage shall constitute grounds for immediate termination of the License and removal of the Vessel from the Marina.

The Marina's rights under this section shall survive termination to the extent necessary to enforce obligations incurred during the License term.

#### **10. Registration/Documentation Requirements**

Current registration or documentation must be submitted prior to arrival. Failure to comply is a breach of the Slip/Storage License Agreement. All Vessels entering the Marina must carry valid and current vessel registration or U.S. Coast Guard documentation, as applicable, and must submit a copy of such documentation to the Marina office. No exception to this documentation requirement is made for any Vessel, regardless of the length or nature of its stay.

All Licensees must submit valid documentation to the Marina office upon arrival and resubmit updated documents within ten (10) days of any expiration. It is solely the Licensee's responsibility to ensure all required documentation remains current and on file with the Marina. No Vessel may occupy a slip or storage space under this License without valid documentation on file.

Failure to maintain current documentation or submit timely updates shall constitute a material breach of this License and may result in immediate termination of marina access privileges or other actions deemed necessary by Marina management, including termination under Paragraph 17 (Termination).

The Marina reserves the right to assess a reasonable administrative fee if it must research or obtain documentation on behalf of the Licensee.

#### **11. Compliance with Marina Rules and Regulations**

The Marina's posted Rules and Regulations, as they now exist and as they may be amended or supplemented from time to time, are hereby incorporated into this License with the same force and effect as if fully stated herein. The Licensee, including all agents, employees, contractors, guests, invitees, or any other individuals whom the Licensee permits or causes to be present on Marina premises, shall be deemed to have read, understood, and agreed to abide by the Marina Rules and Regulations as a continuing condition of this License.

Copies of the current Marina Rules and Regulations are made available in the Marina common areas, and electronically through the [Marina's official website \(https://capemarina.com/rules-regulations\)](https://capemarina.com/rules-regulations). The Marina reserves the right to amend, revise, supplement, or repeal any such Rules and Regulations at any time in its sole discretion, with any changes becoming effective immediately upon posting, unless otherwise stated. It is the responsibility of each Licensee to routinely review and remain informed of the most current version of the Marina Rules and Regulations. Continued use of the Marina following the posting of any amendment shall constitute acceptance of the revised terms.

Failure to comply with the Marina Rules and Regulations, or with any posted signage carrying the force of a rule or policy, shall be considered a material breach of this License. Examples of violations include, but are not limited to: unsafe or disruptive behavior; failure to follow safety directives or environmental controls; unauthorized third-party activity; improper mooring or use of Marina facilities; and disregard of quiet hours, waste disposal requirements, or electrical and water use limitations.

In response to any such breach, the Marina may, at its sole and exclusive discretion, take any one or more of the following actions:

- Issue verbal or written warnings;
- Impose administrative or penalty fees as deemed reasonable;
- Restrict or revoke the Licensee's access to the Marina or its facilities;
- Relocate the Vessel from its assigned space at the Licensee's sole risk and expense;
- Terminate this License within boundaries of the Terms & Conditions outlined in Paragraph 17;
- Pursue any legal or equitable remedies available under this License, applicable maritime or statutory law, or local ordinance.

In the interest of protecting the safety of persons, vessels, the Marina premises, and the environment, the Marina retains the right to take immediate enforcement action without prior notice if the circumstances so warrant. Such enforcement authority includes but is not limited to compliance with U.S. Coast Guard, local law enforcement, fire safety, health department, or environmental agency directives.

The Licensee's failure to observe the Marina's Rules and Regulations, or to ensure that their agents, guests, and contractors do so, will be deemed to reflect directly upon the Licensee. No waiver, failure to enforce, or delay in enforcement of any rule or regulation by the Marina shall be construed as a continuing waiver or preclude later enforcement of that or any other rule.

#### **12. Hurricanes**

It is the sole responsibility of the Licensee to remain informed of weather conditions and to take all actions necessary to protect the Vessel, its gear, and its contents in the event of a hurricane, tropical storm, or other severe weather. The Marina is not a safe harbor or refuge during such events and shall not be liable for any damage, loss, or injury to any Vessel or property resulting from a hurricane or other severe weather, except to the extent directly caused by the Marina's gross negligence or willful misconduct.

**Wet-Slip (In-Water) Vessels.** Under the Canaveral Port Authority's hurricane regulations (Rule 520), all vessels of less than 500 gross tons may not remain in the water within the Port, including in the waterways of the Marina, during a hurricane or tropical storm. A Licensee whose Vessel is berthed in a wet slip shall remove the Vessel from the waters of the Port promptly upon the issuance of an evacuation order by the Canaveral Port Authority, at the Licensee's sole risk and expense. A Vessel not timely removed may be subject to penalties imposed by the Canaveral Port Authority, including a fine of up to three (3) times the cost of removing the Vessel from the waterway.

If a wet-slip Licensee fails to remove the Vessel as required, the Marina may, but is not obligated to, haul, relocate, tie down, or otherwise secure the Vessel, and any such services shall be charged to the Licensee at the Marina's posted evacuation and emergency rates, including emergency haul-out, emergency tie-down, and emergency storage rates. These charges are in addition to, and not in limitation of, any penalty imposed by the Canaveral Port

Authority and any other remedy of the Marina under this License.

**Yard and Dry-Rack (Upland) Vessels.** The Licensee of a Vessel stored in the uplands is solely responsible for securing and protecting the Vessel against hurricane and severe-weather conditions at all times throughout hurricane season, and not only upon the issuance of a storm warning or watch. This includes, without limitation, securing the Vessel with hurricane straps, ground anchors, and tie-downs, and removing or securing all loose gear, canvas, biminis, electronics, and equipment. The Marina may, but is not obligated to, take additional measures to secure any upland Vessel, at the Licensee's sole risk and expense and at the Marina's posted emergency rates.

**Hurricane Plan (Wet-Slip Licensees).** Within fourteen (14) days of executing this License, a Licensee whose Vessel is berthed in a wet slip must complete and submit the Marina's hurricane preparedness plan form, setting out at least two (2) independent removal contingencies—a primary plan and a backup plan—each identifying the destination or means of securing the Vessel and the person(s) responsible for carrying it out. The Marina's review of any plan is solely to assess facial feasibility and does not constitute approval or any assumption of duty; the Licensee remains solely responsible for protecting the Vessel and must keep the plan current.

In accordance with Florida Statute §327.59, following the issuance of a tropical storm or hurricane watch the Marina may take reasonable action to secure the Vessel or require its evacuation, and the Licensee may be charged a reasonable fee for any such action. The Marina shall not be liable for any damage resulting from such action except to the extent caused by its gross negligence or willful misconduct. All obligations for reimbursement of costs and indemnification arising under this Paragraph shall survive the expiration or termination of this License.

#### NOTICE TO VESSEL OWNER:

The Marina hereby informs you that in the event you fail to remove your vessel from the marina promptly after the issuance of a marina evacuation order by the Marina and the issuance of a tropical storm or hurricane watch for Brevard County, Florida, under Florida law, the Marina or its employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the Marina or its employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

#### 13. Outside / Off-Site Independent or Third-Party Contractors

It is the policy of the Marina that no outside, off-site, independent, or third-party contractor (collectively, "Contractors") shall perform any work, provide any services, or engage in any business activity on the Marina premises without first obtaining express prior written approval from the Marina. This requirement applies to all individuals or entities not employed by the Marina, including but not limited to mechanics, technicians, detailers, riggers, divers, electricians, surveyors, consultants, or other vendors providing maintenance, repair, installation, cleaning, or any other form of vessel- or facility-related service.

To be eligible to perform work on Marina property, all Contractors must be properly registered with the Marina. Registration shall include, at a minimum, submission of a current certificate of insurance that meets the Marina's liability coverage requirements, execution of a Contractor Access Agreement or similar form acknowledging applicable Marina rules and regulations, and check-in with the Marina Office prior to commencing any work. The Marina reserves the right to approve, deny, restrict, suspend, or revoke Contractor access at any time and for any reason in its sole and exclusive discretion. Reasonable fees for the

use of Marina premises by Contractors may be imposed by the Marina and such fees may be assessed to the Contractor or to the Licensee who has retained or otherwise authorized such Contractor.

The Licensee bears full responsibility for all Contractors retained or engaged to perform work on their vessel or in connection with their use of the Marina. Licensees are strictly prohibited from permitting or facilitating unauthorized access or unregistered work by any Contractor. A Licensee who knowingly authorizes, permits, or is complicit in allowing an unregistered or unauthorized Contractor to perform services on Marina property, including by knowingly facilitating access without ensuring the Contractor properly checks in, shall be deemed in material breach of their License Agreement.

The Marina disclaims any and all liability for the acts, omissions, or workmanship of Contractors, whether authorized or unauthorized. Licensees shall indemnify and hold harmless the Marina, its affiliates, employees, agents, and insurers from any and all claims, damages, injuries, losses, or liabilities arising out of or relating to services performed by Contractors on behalf of the Licensee, regardless of whether such work was authorized or in violation of this paragraph. This obligation is in addition to, and does not limit or replace, the indemnification and liability provisions set forth in Paragraph 5 of the License Terms & Conditions.

#### 14. Vessel Standards and Emergency Actions

Only vessels that are seaworthy, properly maintained, and capable of safe self-propelled navigation shall be permitted in the Marina's berthing areas. The Marina reserves the right, in its sole discretion, to evaluate the condition of any vessel and may refuse dockage, require corrective action, or demand removal if a vessel is determined to be unseaworthy, hazardous, or otherwise not in compliance with Marina standards.

In the event of an emergency occurring during the Licensee's absence—including but not limited to flooding, bilge pump failure, breakage of lines or fenders, fire hazards, or environmental threats—the Marina is authorized, but not obligated, to board the vessel and take such actions as it deems reasonably necessary to protect the vessel, other vessels, Marina property, and the environment. This may include modifying or replacing lines, deploying pumps or safety equipment, contacting emergency responders, or engaging subcontractors or third-party service providers.

All labor, materials, subcontracted services, and related costs incurred by the Marina in response to such emergency or preventative actions shall be billed to the Licensee. Labor performed by Marina personnel will be charged at the Marina's then-current published internal labor rates, which as of the effective date of this Terms & Conditions are as follows:

- General Labor (Base/Dockhand): \$120.00/hour (1-hour minimum)
- General Labor (Skilled): \$150.00/hour (1-hour minimum)
- General Labor (Skilled Mechanical): \$185.00/hour (1-hour minimum)

These rates apply solely to work performed by Marina employees and do not govern or limit the rates charged by any third-party vendors or subcontractors the Marina may engage. Any third-party costs incurred will be passed through to the Licensee at the vendor's invoiced rate. All labor rates and billing terms are subject to change at any time pursuant to the amendment provisions of this License and shall become effective upon posting in the Marina office or on the official Marina website. However, no changes shall apply retroactively to work already initiated or to any emergency condition arising prior to such rate amendment.

The Marina shall not be liable for any damage, loss, or injury resulting from any such emergency or preventative actions, except where caused by the Marina's gross negligence or willful misconduct. The Marina may also, without notice, adjust lines, replace fenders, or take other preventative measures outside of emergency circumstances, with all associated charges billed to the Licensee accordingly.

#### **15. Movement Services, Equipment Availability, and Force Majeure**

**Movement Services.** All haul-out, launch, forklift, travel-lift, crane, blocking, splash, and other vessel movement and handling services (collectively, "Movement Services") are provided by the Marina as a scheduled accommodation and not as a guaranteed or continuously available utility. The Marina does not warrant that any particular equipment, slip, rack position, or staff will be available at any given time. All Movement Services must be scheduled in advance and are subject to the Marina's operational capacity, equipment status, tide and weather conditions, available staffing, and service queue. The Marina retains sole discretion over the sequencing, timing, and method of every vessel movement, and may decline or postpone any movement for operational, safety, or environmental reasons.

**Vessel Information and Equipment Limits.** The Licensee is solely responsible for providing accurate vessel dimensions, weight, draft, and configuration, and for ensuring that the Vessel is within the rated safe working capacity of the Marina's equipment. The Marina may refuse to haul, launch, lift, block, or move any Vessel that exceeds the safe working limits of its equipment, that in the Marina's judgment cannot be handled safely, or that has not been properly prepared, including a Vessel with inadequate or improperly placed lifting points, loose gear, or fuel, fluid, or other hazards. Any loss or damage resulting from inaccurate information supplied by the Licensee, or from a latent condition of the Vessel, is the sole responsibility of the Licensee.

**Equipment Breakdown, Delay, and Unavailability.** The Marina shall not be liable for any loss, damage, delay, missed departure, missed haul-out or launch window, storage cost, or other consequence arising from the breakdown, malfunction, servicing, maintenance, inspection, recertification, or unavailability of any travel-lift, forklift, crane, tractor, trailer, or other equipment, or from the unavailability of qualified staff, regardless of cause. In any such circumstance the Marina's obligation is limited to restoring service or arranging the movement within a commercially reasonable time, and the Licensee's sole and exclusive remedy is rescheduling of the affected service. Equipment downtime shall not entitle the Licensee to any fee abatement, credit, refund, or damages, and shall not relieve the Licensee of any payment obligation or of any obligation to remove the Vessel.

**Alternative Means; Removal Not Excused.** Where the Marina's equipment is unavailable and the Vessel must be moved or removed, the Marina may, but is not obligated to, engage third-party or subcontracted equipment and services, the cost of which shall be billed to the Licensee at the provider's invoiced rate plus a reasonable administrative fee. If the Marina is unable to provide the required Movement Services, the Licensee may elect, at the Licensee's sole risk and expense, to engage a qualified third-party contractor with appropriate heavy equipment to move or remove the Vessel, provided that the contractor is first registered and approved by the Marina in accordance with Paragraph 13 and carries insurance meeting the Marina's standards, and that all such work is scheduled with, and subject to the operational and safety oversight of, the Marina. The Licensee's obligation to remove the Vessel upon termination, revocation, sale, storm or evacuation order, or any other event, and to do so within the applicable time, is not excused, suspended, or extended by the unavailability of the Marina's equipment or staff. The Licensee remains responsible for arranging the lawful removal of the Vessel by alternative means, at the Licensee's sole risk and expense.

**Force Majeure.** Except for the Licensee's obligation to pay all amounts due, the Marina shall not be required to perform, and shall not be liable for any failure or delay in performance, where such performance is prevented, delayed, or rendered impractical by any cause beyond its reasonable control, including, without limitation, acts of God; hurricanes, tropical storms, flooding, lightning, or other severe weather; fire or explosion; tidal, current, or water-level conditions; equipment failure or unavailability; shortages or interruptions of parts, fuel, materials, power, water, or communications; labor shortages, strikes, or disputes; pandemic, epidemic, or public-health emergency; acts of war, terrorism, civil unrest, sabotage, or vandalism; and any law, regulation, order, or directive of any governmental authority or of the Canaveral Port Authority (each, a "Force Majeure Event"). During a Force Majeure Event the Marina may suspend, reduce, reschedule, or reprioritize any or all services and may take whatever protective or precautionary measures it deems appropriate in its sole discretion. A Force Majeure Event shall not excuse, reduce, or delay the Licensee's obligation to pay amounts due or to remove the Vessel as required under this License.

The provisions of this Paragraph are in addition to, and do not limit, the Limitation of Liability and Indemnification in Paragraph 5, the Hurricanes provisions in Paragraph 12, and the No Warranties provisions in Paragraph 18, and shall survive the expiration, termination, or revocation of this License.

#### **16. Departures, Returns, and Reassignment of Space**

A Licensee who intends to depart with the Vessel for a period exceeding three (3) consecutive calendar days should provide written notice to the Marina office no fewer than twenty-four (24) hours in advance, including the intended departure date and anticipated return date, so the Marina can administer space assignments and operations efficiently. Because this License is transient and conveys no exclusive right to any specific space, the Marina is not obligated to hold or reserve any particular slip, rack, or yard space during an absence.

During any such period of absence, the Marina reserves the absolute right, in its sole discretion, to temporarily reassign the Licensee's designated dockage or storage space to other vessels, including transient vessels or vessels with prior reservations. The Licensee shall not be entitled to any fee abatement, compensation, credit, or other remuneration for such temporary use of the space, and all daily charges shall remain due and payable in accordance with the terms of this License until the Vessel has departed and all charges through the date of departure are settled.

In the event the Vessel returns to the Marina prior to the Licensee's stated return date, the Marina may, but is not obligated to, accommodate the Vessel in an alternative slip. If such early return interferes with existing reservations, operations, or other assignments, the Licensee may be subject to transient dockage rates and/or relocation to temporary mooring until the originally assigned space becomes available. The Licensee hereby acknowledges and accepts that any such accommodation shall be at the sole discretion of the Marina and may involve additional charges.

The Licensee is required to promptly notify the Marina of any changes to their anticipated return date. Repeated failure to provide timely and accurate notice of departures and returns, or any interference with the Marina's ability to fulfill its obligations to other Licensees or guests, may constitute a material breach of this License.

Nothing in this paragraph shall be construed to limit the Marina's rights under any other provision of this License, including but not limited to the reassignment of space, enforcement of operational policies, or assessment of administrative charges. All such decisions shall be made by the Marina in accordance with its best judgment and in

furtherance of its duty to maintain safe, efficient, and fair use of Marina facilities.

## 17. Termination, Breach & Revocation

The Slip/Storage License Agreement Terms and Conditions shall remain fully binding and enforceable for so long as the Vessel, or any successor vessel, remains within the Marina premises or on any property owned, operated, or managed by the Marina—whether afloat, stored, hauled out, or otherwise present—including docks, piers, uplands, yard areas, or submerged lands. Termination or revocation of the License does not relieve the Licensee of any continuing obligation under these Terms and Conditions, including but not limited to payment of fees, indemnification, compliance with rules, or timely removal of the Vessel. Any Vessel remaining on the premises following termination without the express written consent of the Marina shall be deemed unauthorized and subject to removal, impoundment, or enforcement under Paragraphs 5, 19, and 20. This License is a revocable, non-possessory grant of limited use only. It does not create a leasehold interest, tenancy, or bailment, and conveys no right of exclusive possession or quiet enjoyment. No landlord-tenant relationship is formed.

### A. Termination by Either Party

#### Termination by the Marina

This License is transient and strictly revocable, and conveys no guarantee of continued occupancy. The Marina may terminate this License without cause upon seventy-two (72) hours' written notice to the Licensee. The Marina may terminate this License for cause, as described in subsection C below, immediately and without advance notice. Upon termination, the Licensee shall promptly remove the Vessel. Continued presence after the effective time of termination may be treated as a trespass, and the Vessel shall be subject to removal, impoundment, and the assessment of additional fees at the prevailing transient rate.

The Licensee may also terminate this License at any time, provided the Licensee promptly vacates the assigned space and settles all outstanding charges incurred through the time of departure. No refunds or prorated adjustments shall be given for early departure or unused time.

### B. Failure to Vacate; Continued Occupancy Without Valid License

If the Licensee fails to remove the Vessel from the Marina by the expiration of the applicable notice period, the License shall continue only on a temporary, non-possessory, and fully revocable basis. During this period, the Licensee shall be deemed in unauthorized continued occupancy. The Vessel shall be subject to charges at the Marina's then-current transient rate until it is removed or a new License is duly executed and accepted by the Marina.

The Licensee must provide a written explanation for the delayed departure and a proposed timeline for removal. The Marina retains sole discretion to determine whether any continued occupancy will be permitted, whether a new License will be granted, or whether enforcement action will proceed. If the Licensee's failure to vacate interferes with Marina operations or results in lost revenue, scheduling disruptions, or other damages, the Licensee shall be held liable for all resulting costs and fees.

If the Licensee fails to communicate or take corrective action within fifteen (15) days after the effective termination date, the Marina may, without further notice, remove or impound the Vessel at the Licensee's sole risk and expense. The Marina shall have no liability for any loss or damage arising from such removal.

Any attempt by the Licensee to rescind or withdraw a previously issued notice of termination shall be deemed ineffective unless expressly accepted in writing by the Marina, at its sole discretion.

### C. Revocation for Breach or Cause

This License may be revoked immediately by the Marina, with or without advance notice, in the event of a material breach or other conduct that, in the Marina's sole discretion, threatens safety, disrupts operations, or violates the terms and conditions of the License Agreement. Grounds for immediate revocation include, but are not limited to:

- Non-payment or chronic late payment of charges;
- Unauthorized liveaboard use or occupancy;
- Violation of Marina Rules and Regulations;
- Use of unauthorized or unregistered contractors;
- Operation of an unsafe, derelict, or unseaworthy vessel;
- Disruptive, harassing, or unlawful behavior by the Licensee or their guests;
- Submission of a chargeback, cancellation, or disputed payment;
- Fraud, misrepresentation, or failure to comply with insurance or documentation requirements.

Upon revocation, the Licensee shall immediately vacate the Marina and remove the Vessel. The Marina may, in its sole discretion, establish a specific deadline for removal—whether shorter or longer than the standard termination period—based on the nature of the breach, operational needs, or safety concerns. Failure to comply with the specified removal timeline shall entitle the Marina to relocate, remove, or impound the Vessel without further notice, and at the Licensee's sole risk and expense.

Following revocation, the Licensee's access to the Marina premises may be restricted or fully revoked. The Licensee shall arrange in advance for the lawful removal of the Vessel by themselves, a designated agent, or a licensed captain, subject to Marina approval. If the Licensee has been trespassed from the property, arrangements for vessel departure must be coordinated through the Marina and may require law enforcement escort for a single, supervised removal. All related persons, including guests, agents, contractors, or affiliated parties of the Licensee, may likewise be restricted from entering the property at the Marina's sole discretion.

All remedies under this License Agreement, including lien enforcement, indemnity, and cost recovery under Paragraphs 5, 19, and 20, remain available. Obligations incurred prior to termination or revocation shall survive and remain fully enforceable.

### D. Sale or Transfer of Vessel

This License is personal to the Licensee and non-transferable. The sale, donation, inheritance, or other change in ownership of the Vessel shall not terminate this License unless and until the Licensee properly completes and submits the Marina's designated License Termination Form, selects the appropriate termination reason, and provides a copy of the executed bill of sale or other legally sufficient documentation. These materials must either be submitted through the Marina's online form system or delivered by certified mail to the Marina office at 800 Scallop Drive, Cape Canaveral, FL 32920. Until all required materials are submitted and confirmed as received by the Marina, the License shall remain in full force and effect, and all fees shall continue to accrue to the Licensee without refund or proration.

Upon proper submission of the License Termination Form and supporting documentation, the License shall be deemed terminated, and the Licensee shall no longer be responsible for future charges or obligations—except those accrued prior to termination. The Marina may, at its sole discretion, allow the Vessel to remain on the premises for up to seventy-two (72) hours under a conditional, temporary License extended to the new owner for the limited purpose of executing a new License Agreement. This temporary occupancy conveys no ongoing rights and may be revoked at

any time. During this period, dockage shall be billed at the prevailing transient rate unless and until a new License Agreement is executed. However, if the Marina subsequently approves the new owner and a License is executed within the 72-hour window, the Marina may, at its sole discretion, retroactively apply the applicable dockage rates beginning from the date of sale. If the new owner fails to execute a new License within that time and the vessel does not depart, the Vessel shall be deemed unauthorized and may be subject to removal, transient rate billing, or similar enforcement measures consistent with Paragraphs 5, 19, and 20, as applicable under law.

The Licensee is required to notify the buyer or transferee of the Marina's requirements and provide the buyer with the following suggested notice. Failure to notify the buyer may result in forfeiture of the Licensee's security deposit and may delay or prevent the completion of the termination process.

Suggested Language for Buyer Notification:

*I currently have a License Agreement with Cape Marina for the slip where this vessel is docked. The Marina does not allow any vessel to remain without a valid License. As the new owner, you will be automatically billed at the transient daily rate starting from the date of sale, unless and until you sign a new License Agreement. I notified the Marina of the sale, and you have 72 hours to contact the Marina. If you sign a new License Agreement within that time and are approved by the Marina, they may, at their discretion, apply the applicable rates back to the date of sale. If no License is signed within 72 hours, you may be ordered to remove the vessel. The Marina may also decline to accept you entirely. To avoid extra charges or removal, contact dockmaster@capemarina.com immediately.*

The Marina shall have no obligation to accommodate or recognize any new owner unless a new License is duly executed. All lien rights under this Agreement and applicable Florida law shall remain in full force regardless of any change in ownership.

#### **18. No Warranties**

The Licensee fully understands and agrees that the Marina does not warrant or guarantee the condition, fitness, or safety of the slips, docks, piers, gangways, ramps, buoys, mooring gear, electrical systems, water lines, or any other infrastructure or facilities located at or associated with the Marina. The Licensee acknowledges that docks, gangways, and other structures over water inherently carry risks of injury, instability, and environmental exposure, and that the use of such facilities is undertaken entirely at the Licensee's sole risk.

The Marina expressly disclaims any and all warranties, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, habitability, or suitability for mooring, berthing, or occupancy. The Marina shall not be liable for any loss, injury, or damage—including but not limited to incidental, consequential, or indirect damages—arising out of or related to the condition, failure, or use of Marina facilities, utilities, or amenities, including electrical or water services, whether or not such services are continuous or reliable.

The Licensee further agrees that the Marina does not warrant uninterrupted service or functionality of any amenities, and the Licensee accepts full responsibility for making alternate arrangements when necessary. The Marina may, but is not obligated to, maintain or repair any infrastructure, and such efforts shall not be construed as a waiver of the foregoing disclaimers. All use of Marina facilities shall be deemed "as-is," and the Marina's sole responsibility shall be limited to maintenance consistent with its operational standards and applicable laws.

#### **19. Enforcement of Maritime Lien for Unpaid Sums**

In accordance with the controlling maritime law of the United States, the Marina holds a maritime lien against any Vessel located on its premises, including all appurtenances and contents, for unpaid sums due for "necessaries" as defined under federal maritime law. This includes, but is not limited to, dockage fees, utilities, storage charges, service or repair charges, and damages caused by the Vessel, the Licensee, their crew, guests, invitees, or contractors.

The Marina may retain possession of the Vessel and hold it in storage until all outstanding amounts due to the Marina or any authorized service provider are paid in full and any liens satisfied. The Marina reserves the right to require payment by certified funds, cash, or other secure form, and to withhold release of the Vessel until such funds have cleared into the Marina's account.

The Marina may, in accordance with federal maritime law, enforce its maritime lien through a non-judicial sale of the Vessel without the need for court action, provided that any required notice is given in accordance with applicable maritime law. In connection with such enforcement, the Marina may post notice on the Vessel, restrict the Licensee's or others' access to the Vessel, and take other reasonable measures to protect its interest. The Marina shall not be liable for any claims, loss of use, or damages resulting from lien enforcement or access restriction, pursuant to the Limitation of Liability and Indemnification provisions set forth in Paragraph 5.

The Licensee shall be responsible for all reasonable costs incurred by the Marina in enforcing its lien rights, including but not limited to expenses related to notice, collection, towing, storage, attorney's fees, and sale. These enforcement rights and lien claims shall survive the termination or expiration of this License and remain in effect until all sums due are fully satisfied.

Unpaid balances may also be applied as a lien against any subsequent Vessel brought into the Marina by the Licensee until paid in full.

The provisions of this section shall survive the termination, expiration, or revocation of this License and shall remain in full force and effect until all obligations and liabilities of the Licensee to the Marina have been fully satisfied.

#### **20. Remedies, Notification Obligations, Cost Recovery, and Jurisdiction**

The Marina expressly reserves all rights and remedies available to it under federal admiralty law, the general maritime law of the United States, Florida law, and equity, to enforce its interests against the Vessel, the Licensee, and any other party with an ownership interest or legal responsibility for the Vessel. Such remedies include, but are not limited to, the assertion and enforcement of maritime liens, the initiation of in rem or in personam legal proceedings, the arrest and judicial sale of the Vessel, and the use of statutory lien enforcement procedures available under Chapter 328, Florida Statutes, as may be amended. The Licensee acknowledges and agrees that all charges and fees arising under this License—including, without limitation, dockage, storage, electrical services, repair services, labor, environmental response costs, penalties, administrative fees, attorney's fees, interest, and any other costs or expenses—constitute valid and enforceable maritime liens against the Vessel and may be enforced without limitation through any available means.

Whenever applicable law, rule, or regulation requires that notice be given in connection with any enforcement action or remedial process, such notice shall be deemed duly given when delivered in person, by mail, or by electronic means to the most recent contact information on file with the Marina. It is the Licensee's sole and continuing duty to maintain current and accurate contact information with the Marina, including but not limited to physical mailing address, email address, phone number, vessel ownership documentation, insurance policies, emergency contact information, and authorized operator or captain contact details. The failure of

the Licensee to provide or update such information in a timely and complete manner shall not serve to invalidate any notice or excuse the Licensee from any obligation, consequence, or liability under this License or applicable law.

In the event that the Marina engages legal counsel, collection agents, or incurs any costs in the process of enforcing the provisions of this License or recovering any amounts owed by the Licensee or associated with the Vessel, the Licensee agrees to pay all reasonable attorney's fees, court costs, administrative fees, expert fees, interest, and other expenses incurred by the Marina, whether or not a lawsuit or legal proceeding is formally filed. This obligation includes, but is not limited to, fees and costs incurred in connection with litigation, arbitration, mediation, administrative proceedings, vessel seizure or sale, and bankruptcy or insolvency proceedings. All such fees and costs shall be secured by and added to the Marina's lien claim against the Vessel and its interest therein.

Except as otherwise expressly provided in Paragraph 21 of Slip/Storage License Agreement Terms & Conditions, the Licensee agrees that exclusive jurisdiction and venue for any dispute arising out of, relating to, or in connection with this License or the use of the Marina's facilities shall lie solely in the courts of Brevard County, Florida, including the United States District Court for the Middle District of Florida, Orlando Division, where subject matter jurisdiction exists. The Licensee expressly waives any right to object to jurisdiction or venue on the grounds of forum non conveniens and agrees to submit to the personal jurisdiction of such courts for all purposes related to enforcement of this License.

The provisions of this section shall survive the termination, expiration, or revocation of this License and shall remain in full force and effect until all obligations and liabilities of the Licensee to the Marina have been fully satisfied.

#### **21. Arbitration and Waiver of Jury Trial**

Any dispute, claim, or controversy arising solely from the non-payment of dockage fees in an amount of five thousand dollars (\$5,000.00) or less—provided it does not involve the interpretation, application, or enforcement of any other provision of this License Agreement or the Marina's Rules and Regulations—shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") under its applicable Commercial Arbitration Rules, unless special circumstances set forth in this provision apply.

Such arbitration shall take place in Brevard County, Florida, and be conducted before a single arbitrator mutually agreed upon by the parties. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days of the demand for arbitration, the AAA shall appoint an arbitrator pursuant to its rules. The arbitrator shall be authorized only to determine liability and damages related to unpaid dockage fees and shall not have jurisdiction to award injunctive or equitable relief, modify any terms of this License Agreement, or decide matters outside the narrow scope of dockage fee non-payment.

All other disputes—including but not limited to claims involving the interpretation or enforcement of this License Agreement, the application of Marina Rules and Regulations, alleged breaches of contract, the exercise of discretion by the Marina, or the conduct of the Marina or its agents in managing or terminating this License—shall be resolved exclusively through the courts of jurisdiction specified in Paragraph 20.

To the fullest extent permitted by law, each party hereby knowingly and irrevocably waives any right to trial by jury in any legal proceeding, whether sounding in contract, tort, equity, or otherwise, and whether in state or federal court, arising out of or relating to this License Agreement, the Licensee's use of Marina premises, or any services rendered by the Marina. If such waiver is deemed unenforceable by a

court, the parties agree that any action shall be resolved by bench trial only, without a jury.

Nothing in this provision shall limit or impair the Marina's right to enforce maritime liens under 46 U.S.C. § 31325, initiate vessel arrest proceedings, or pursue any remedy available under maritime or admiralty jurisdiction in federal court. In circumstances where immediate action is required, such as an attempt by the Licensee to remove or relocate the Vessel in an effort to evade enforcement or collection, the Marina may act without delay to protect its rights and interests.

The provisions of this section shall survive the termination or expiration of this License Agreement and remain binding with respect to any subsequent dispute or proceeding.

#### **22. Consent to Communications, Recordings, and Debt Collection Contact**

The Licensee expressly authorizes the Marina, its representatives, and any third-party agents acting on its behalf to communicate with the Licensee via telephone, text message (SMS or MMS), email, voicemail, or any other form of electronic or digital communication for any purpose related to this License Agreement, the Licensee's account, or Marina operations. This authorization includes both manual and automated communications and extends to all numbers or addresses provided to the Marina or its authorized third parties by the Licensee, or by any individual reasonably believed to be acting with the Licensee's actual or apparent authority. The Licensee further consents to the recording, monitoring, and retention of all inbound and outbound telephone calls, voicemails, and other communications, whether for quality assurance, documentation, legal, or operational purposes.

This authorization includes, without limitation, communications relating to billing inquiries, past-due balances, notice of delinquency, demands for payment, or any other debt collection efforts. The Licensee specifically acknowledges and agrees that such communications may be initiated by the Marina or its authorized agents without further notice, and that this consent satisfies any requirement for prior express consent under applicable federal or state law, including but not limited to the Telephone Consumer Protection Act (TCPA) and the Florida Consumer Collection Practices Act.

This authorization shall survive the termination or expiration of this License Agreement and remain in effect for so long as any outstanding obligation remains due or any matter remains unresolved. The Licensee assumes all responsibility for ensuring that the contact information provided to the Marina remains current and valid.

#### **23. Transferability by the Marina**

In the event the Marina, or any portion thereof, is sold, conveyed, assigned, or otherwise transferred to a new owner, operator, or controlling entity—whether by sale of assets, membership interests, merger, or other lawful means—the Marina may, at its sole discretion, assign its rights and delegate its obligations under this License to such successor. Upon such assignment and assumption, the Marina shall be released from all duties and liabilities accruing under this License from and after the effective date of the transfer.

The Licensee acknowledges and agrees that this License shall be binding upon and shall inure to the benefit of the Marina's successors and assigns, provided the successor affirmatively accepts or continues the License. If the successor elects not to assume or continue the License, this License shall terminate upon written notice to the Licensee, subject to a minimum seventy-two (72) hours' notice unless emergency conditions, legal requirements, or operational necessity warrant shorter notice. The Licensee shall vacate the assigned dockage or storage space by the termination date and shall remain liable for all outstanding sums incurred through that date.

Nothing herein shall be construed to entitle the Licensee to continued occupancy or use in the event of a change in ownership or operational control. The Licensee expressly waives any and all claims against the Marina or its successors for damages, relocation costs, interference with business, or loss of use arising from such transfer or non-renewal.

#### **24. Severability**

If any term, covenant, condition, or provision of this License is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect. To the maximum extent permitted by law, any such provision shall be interpreted, modified, or limited so as to be rendered valid, legal, and enforceable, while most closely effectuating the original intent of the parties. If such modification or limitation is not legally possible, the offending provision shall be deemed severed from this License, and the remainder shall be construed and enforced so as to most nearly give effect to the parties' original intent and the overall purpose of this License.

#### **25. Non-Continuing Waiver**

Waiver of any conditions by the Marina shall not be deemed to be a continuing waiver.