



**SAFE HARBOR**

– LAUDERDALE MARINE CENTER –

Boat Handling, Dockage,  
& Storage Agreement

This Boat Handling, Dockage and Storage Agreement (this "Agreement") is made on \_\_\_\_\_, by and between the below-named Owner(s), as owner(s) of the vessel(s) described below (together with any rigging, engines, appurtenances and contents stored thereon, the "vessel"), and SHM LMC, LLC (hereinafter called "LMC"). LMC shall provide boat handling, dockage, dry storage and other services (e.g. electricity, waste disposal, etc.) to the Owner's vessel in accordance with the terms of this Agreement, which includes the "Quotation". Owner warrants and represents to LMC the following information is true and correct:

Vessel Name \_\_\_\_\_ Home Port \_\_\_\_\_

Reservation Dates \_\_\_\_\_ to \_\_\_\_\_ (est.) Reg. No / Doc. No. \_\_\_\_\_

Owner's Name \_\_\_\_\_ Email \_\_\_\_\_

Home Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Bus. Phone \_\_\_\_\_

Fax \_\_\_\_\_ Cell \_\_\_\_\_

Local Rep \_\_\_\_\_  
Name Phone Email

vessel Info \_\_\_\_\_  
Manufacturer Sail or Power Year

Length Overall Beam Draft

Insurance Info \_\_\_\_\_ MUST SUBMIT A COPY OF INSURANCE AT OR PRIOR TO ARRIVAL

#### **BOAT HANDLING, DOCKAGE, STORAGE AND SERVICE RATES:**

LMC provides services to the vessel in accordance with the "Quotation", which is attached hereto. If a latent defect or unforeseen problem is discovered during the course of the vessel's haul-out or dry storage, LMC may charge for additional services or supplies necessary to address the problem. Owner agrees to pay all sales taxes and any other taxes that may be required by federal and state law. Owner unconditionally and irrevocably guarantees to LMC the full and punctual payment of all costs and expenses for services and/or materials furnished to, or on behalf of, the vessel. Owner acknowledges that **TIME IS OF THE ESSENCE** in paying LMC's invoices and/or statements.

Owner acknowledges that Owner has read and fully understands this Agreement, including without limitation (a) "Terms of the Boat Handling, Dockage and Storage Agreement"; (b) LMC's "Quotation"; (c) "Lauderdale Marine Center Operational Practices Guidelines"; (d) "Crew, Contractor and Guest Form"; and (e) "Hurricane Addendum" (all, except for (b) and (d), as amended from time to time and published at [www.lauderdalemarinecenter.com](http://www.lauderdalemarinecenter.com)), all of which are incorporated herein by reference. Owner acknowledges and agrees all contractors working in the facility shall be approved by LMC before performing work in the Lauderdale Marine Center. The person signing as or on behalf of the Owner and vessel personally guarantees the Owner's and vessel's performance under this Agreement.

**LMC**

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

Authorized Signatory

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

**OWNER**

\_\_\_\_\_  
Owner or Authorized Agent for Owner/vessel

\_\_\_\_\_  
Print: First Name, Last Name

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

## TERMS OF THE BOAT HANDLING, DOCKAGE AND STORAGE AGREEMENT

1. The person signing this Agreement on behalf of Owner represents that he/she is either the Owner or the vessel's master (captain), manager or other person presumed to have authority to procure "necessaries" under Title 46 U.S.C. § 31341 (a). All prior statements and representations made by LMC are merged into this Agreement so that it encompasses the full and complete understanding of the Parties with respect to any matter covered or mentioned in this Agreement. Amendments to this Agreement must be in writing and signed by the Parties. If a court declares that one or more of the terms or conditions of this Agreement are void or unenforceable for any reason, then the remaining terms and conditions shall survive and be fully enforceable. No act or forbearance by LMC shall be deemed a waiver of any terms or conditions of this Agreement. LMC's pursuit of any one of the remedies set forth herein shall not preclude it from pursuing any of the other remedies provided under this Agreement. LMC reserves the right to terminate this Agreement upon five (5) days' notice.
2. Definitions. If the Owner is a corporation, limited liability company, trust or estate, then "Owner" includes the equitable owners of the vessel. "Equitable owners" includes the: (a) shareholders of the vessel owning corporation; (b) members of a limited liability company owning the vessel; (c) partners in a partnership owning the vessel; and/or (d) beneficiaries of a trust or estate owning the vessel. "Parties" refers to any legal entity and/or person that signs this Agreement. The phrase "legal entities" refers to corporations, limited liability companies, partnerships, trusts or estates. "Independent contractor" means a person or company that is hired by, or on behalf of, the Owner to provide maintenance, repairs, services or supplies. "Tenant" or "tenants" means the persons and/or legal entities that lease space at the Lauderdale Marine Center. Tenants at the Lauderdale Marine Center are independently owned and operated businesses that are unrelated to LMC and have no authority to bind LMC. "Lauderdale Marine Center" refers to the premises a/k/a real property that contains the boat yard, commonly known as Lauderdale Marine Center. "Necessaries" means the services (e.g. boat handling, dockage, dry storage) and supplies (e.g. electricity) provided to the vessel. "Third parties" means all persons and legal entities that are not a party to this Agreement.
3. The term of this Agreement begins on the earlier of the date of full execution hereof or when the vessel arrives at the Lauderdale Marine Center. All charges must be paid by cash, wire transfer, or ACH in accordance with LMC's payment terms, which are set forth in the Quotation, Invoices and Statements. If the Owner obtains LMC's agreement to pay by credit card, the Owner agrees to pay LMC an administrative fee for each credit card transaction; and Owner waives its right to instruct its credit card company to perform a charge back to LMC. This Agreement does not create a bailment between the Owner and LMC.
4. Choice of Law. The Parties have equal bargaining power and have purposefully selected federal maritime law or Florida law to govern specific terms of this Agreement. The last sentence of each numbered paragraph contains the Parties' choice of law for the contractual terms described therein. If there is a term that does not expressly identify the law that applies to it, then federal maritime law governs it.
5. LMC limits access to the Lauderdale Marine Center through a controlled entrance and exit. The Owner must provide LMC the names of the master, crew, manager, and independent contractors who need to enter the facility to service the vessel. Owner is responsible for securing the vessel and all other personal property brought to the Lauderdale Marine Center. LMC does not have a duty to provide security for the Owner's vessel or personal property.
6. LMC'S Liability; and Owner's Release and Covenant Not to Sue LMC for Owner's or Third Parties' Fault. LMC is not jointly liable for damages caused in whole or in part by third parties. Owner covenants not to sue LMC, Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective parents, subsidiaries, and affiliates, and the officers, agents and employees of each of the foregoing (collectively, the "LMC Parties") to recover any kind of damages, losses or expenses that are caused in whole or in part by Owner or Owner's family members, agents, employees, contractors, crews, tenants, guests, invitees, passengers or permittees (collectively "Owner Parties"). Owner waives all claims and causes of action against the LMC Parties for damages caused in whole or in part by windstorm, hurricane, flood, lightning strike, fire, or Acts of God, also including but not limited to one or more of the following impediments: civil war, riot, act of terrorism, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee or tenant restrictions outside LMC's control. The terms contained in this paragraph are governed by Florida law and shall survive notwithstanding the termination or expiration of this Agreement.
7. Indemnity and Hold Harmless Agreement. **Owner shall indemnify and hold harmless the LMC Parties from and against any and all claims and causes of action of every kind arising from any and all physical or emotional injuries, death, liabilities, costs, expenses and/or damages caused in whole or in part by (i) theft, fire, collision, allision, chafing, dock maintenance or faulty repair, or by reason of any other cause, (ii) Owner's or the Owner Parties' use of the vessel, the Lauderdale Marine Center or the areas in, on or around the vessel, the dock areas, basins, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the Lauderdale Marine Center's premises, (iii) any activity, work or other things done, permitted or suffered by the Owner or**

**Owner Parties, (iv) any breach or default in the performance of any of Owner's obligations under this Agreement or the exercise by Owner of its rights, (v) any act, omission, negligence or willful misconduct of Owner or Owner Parties, or (vi) any damage to Owner's, an Owner Party's, or third party's property; EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LMC OR THE LMC PARTIES.** The term contained in this paragraph is governed by Florida law and shall survive notwithstanding the termination or expiration of this Agreement.

8. Owner's Insurance Obligations. Owner warrants that it has and will maintain the following kinds of insurance at all times while the vessel is at the Lauderdale Marine Center: (a) hull coverage for the fair market value of the vessel, with endorsements for extended perils, damage by fire, vandalism and burglary; and (b) liability coverage, or protection and indemnity coverage, for personal injury, wrongful death and property damage claims, naming Sun Communities, Inc. and its affiliates and subsidiaries as additional insureds, with liability limits based on the length of the vessel as follows: (i) Vessels that are 90' or less must have a minimum of U.S. \$1 million of liability coverage; (ii) Vessels that are 91' to 115' must have a minimum of U.S. \$2 million of liability coverage; (iii) Vessels that are 116' to 140' must have a minimum of \$5 million of liability coverage; (iv) Vessels that are 141' or larger must have a minimum of \$10 million of liability coverage. The Owner's liability or protection and indemnity insurance shall include, but not be limited to, coverage for Jones Act claims, seaman's unseaworthiness claims, seaman's maintenance and cure claims, Longshoreman and Harbor Workers' Act claims, accidental fuel spills, salvage and wreckage removal, and tort claims. Upon execution of this Agreement and as requested by LMC from time to time, Owner shall provide LMC a certificate of insurance or other acceptable proof of Owner's insurance coverage and shall produce evidence of the renewal of the policies no later than 30 days prior to their expiration. All policies of insurance shall require 30 days' advance notice by the insurance company to LMC of any amendment or cancellation. If Owner fails to procure and maintain the insurance required by this Agreement, then Owner assumes the duties and obligations covered by this paragraph. Owner warrants it will hire contractors who have workers compensation and/or Federal Longshoreman and Harbor Workers compensation insurance with coverage limits as required by Florida law or federal law, as applicable. The terms contained in this paragraph are governed by Florida law, except for Longshoreman and Harbor Workers compensation insurance which is governed by federal law.

9. Owner Warrants the Vessel's Structural Integrity. Owner acknowledges there are intrinsic risks involved in hauling, storing and launching vessels. Lifting vessels out of the water with slings and storing them on land using blocks and jack stands puts significant stress on vessels. LMC will use a mobile boat lift and slings to lift the vessel from the water and drive it over land to a designated storage location where the vessel will be put on blocks and held up by jack stands. Owner warrants it hired a qualified expert (i.e. a licensed engineer or marine architect) to inspect the vessel prior to haul out and/or dry storage and informed its expert about all prior structural damages to the vessel. Owner warrants its expert confirms the vessel is structurally sound and capable of withstanding the stresses of lifting from the water and put in dry storage. Owner must inform LMC in writing about the vessel's prior accidents or casualties before LMC lifts the vessel from the water. If Owner does not retain a qualified expert to confirm the vessel is structurally sound for the haul-out, dry storage and/or re-launch services, then Owner waives and forfeits all claims it may have against LMC concerning damages sustained by the vessel. By not hiring a qualified expert to inspect the vessel and confirm it is structurally sound, Owner assumes all risks associated with the haul-out, blocking, dry storage and re-launch services. The terms of this paragraph are governed by Florida law.

10. Owner's Haul-Out and Dry Storage Responsibilities. Owner must provide LMC a copy of the vessel's haul-out and/or docking plan. The vessel's haul-out and/or docking plan usually consists of a drawing(s) showing where the vessel's bulkheads and support points are located. Owner shall have its qualified expert or representative present at the vessel's haul-out, blocking (dry storage preparation), and re-launch services to direct LMC's employees on where to place the slings (straps) to lift the vessel; and where to place the blocks and jack stands to support the vessel while it is in dry storage. If the Owner does not comply with its haul-out and storage responsibilities and Owner asks LMC to proceed forward with the haul-out, blocking and/or re-launch services, then Owner waives and forfeits all rights and claims it may have against LMC regarding every kind of damages the vessel sustains. The terms of this paragraph are governed by Florida law.

11. Limitation of Compensatory Damages. The LMC Parties' liability for compensatory damages is limited to the following applicable maximum amount: (a) If the vessel is 90' or less in length, then the maximum amount of compensatory damages the Owner may recover from the LMC Parties is One Hundred Thousand Dollars (\$100,000.00) for each accident or incident; (b) If the vessel is 91' to 115' in length, then the maximum amount of compensatory damages the Owner may recover from the LMC Parties is Two Hundred Fifty Thousand Dollars (\$250,000.00) for each accident or incident; (c) If the vessel is 116' to 140' in length, then the maximum amount of compensatory damages the Owner may recover from the LMC Parties is Five Hundred Thousand Dollars (\$500,000.00) for each accident or incident; (d) If the vessel is 141' or longer in length, then the maximum amount of compensatory damages the Owner may recover from the LMC Parties is One Million Dollars (\$1,000,000.00) for each accident or incident. If a court determines the liability limit for a tort claim described herein is against public policy or unenforceable for any reason, then the Parties agree the court shall limit LMC's liability for a tort claim to the lowest amount permissible under Florida law. Owner agrees LMC'S liability for breach of contract is limited to the amount Owner pays for the services provided under this Agreement. If a court determines the liability limit for LMC's

breach of contract is against public policy or unenforceable for any reason, then the Parties agree the court shall limit LMC's liability for breach of contract to the lowest amount permissible under Florida law. The terms of this paragraph are governed by Florida law.

12. **Paramount Exclusion of Consequential, Special and Punitive Damages.** Under no circumstances shall the LMC Parties be liable for consequential or special damages such as: loss of use of the vessel; loss of charter hire; the cost of chartering or hiring a replacement vessel; diminution in the vessel's fair market value; demurrage charges; loss of pre-paid transportation expenses for the vessel; captain and crew wages; captain and crew repatriation expenses; surveyor's fees; expert witnesses' fees; salvage expenses; and sue and labor expenses. Owner waives its right to recover consequential damages, special damages or punitive damages from the LMC Parties. The terms contained in this paragraph are governed by Florida law and shall survive notwithstanding the termination or expiration of this Agreement.

13. **LMC is Not Liable for Independent Contractors' Work, Repairs or Supplies.** Owner acknowledges LMC is not liable for any kind of damages caused in whole or in part by the independent contractors' fault. Owner acknowledges LMC is not liable for the independent contractors' workmanship, materials or supplies furnished to the vessel while it is at the Lauderdale Marine Center. The terms of this paragraph are governed by Florida law.

14. **DISCLAIMER OF WARRANTIES CONCERNING THIRD PARTIES' GOODS OR SERVICES.** LMC does not provide any written, express or implied warranties concerning the work, services or supplies provided by independent contractors or tenants at the Lauderdale Marine Center. LMC expressly disclaims all written, express and implied warranties, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose, and the implied warranty of workmanlike performance in regard to the work, products, services and supplies provided and/or sold by independent contractors or tenants. The terms of this paragraph are governed by Florida law.

15. LMC, pursuant to Florida Statute § 327.59, informs you that in the event you fail to remove your vessel from the Lauderdale Marine Center promptly within 24 hours after the issuance of a tropical storm or hurricane watch for Broward County, Florida, under Florida law, LMC, 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 LMC, its employees or agents in order to better secure the vessel and protect LMC property, private property, and the environment. You are further notified that you will be charged a reasonable fee for such action. LMC, however, does not undertake an affirmative duty to remove the vessel from its slip or take any reasonable action authorized by law. All Owners subject to the terms of this Agreement who keep their vessel at LMC after the issuance of a tropical storm or hurricane watch for Broward County, Florida agree to the terms of the Hurricane Addendum to Boat Handling, Dockage & Storage Agreement Terms and Conditions which are incorporated herein by reference and can be found at the LMC website: [www.lauderdalemarinecenter.com](http://www.lauderdalemarinecenter.com).

16. In the event of an emergency (as perceived by LMC), LMC may hire a contractor to perform necessary vessel repairs without Owner's prior written consent. LMC reserves the right to move or haul-out the vessel if, in the opinion of LMC, an emergency or other condition arises making such action necessary. Owner agrees to pay for LMC's services provided under exigent circumstances at the prevailing rates. Owner also agrees to pay the contractors for their work at their prevailing rates, which was requested by LMC under these circumstances. LMC, however, does not undertake a duty to inspect or monitor the Owner's vessel. LMC does not undertake a duty to arrange emergency repairs to the Owner's vessel. The terms of this paragraph are governed by Florida law.

17. If emergency conditions (hurricane, floods, fire, etc.) develop, thereby warranting standby crews, etc., or additional security measures, a charge may be made in addition to the regular rate. Owner shall abide by the General Manager's and/or Dockmaster's directions in the event of an emergency. The terms of this paragraph are governed by Florida law.

18. Vessels will be re-launched from dry storage on an order from Owner upon five days' advance notice and payment of the account balance in full by cash or wire transfer. LMC's obligation to re-launch the Owner's vessel is subject to prior commitments in re-launching other vessels at the Lauderdale Marine Center.

19. As a safety measure, boats in wet storage should have batteries on charge for bilge pump operation and adequate fuel for the vessel to make safe transit to a safe port of refuge.

20. All charges are due to be paid within the time periods stated on LMC's invoices.

21. No pets will be permitted to roam the facility and must be kept on a leash at all times.

22. No contractors or sub-contractors will be admitted to LMC or be allowed to work on any vessel covered by this contract, except those who are authorized LMC contractors. Owner agrees to hire only LMC'S authorized contractors.

23. Start-up or movement-under-power of the vessel within any buildings or storage areas of LMC is not permitted except under the supervision of LMC's dock master and/or other LMC authorized personnel. Wash down, interior cleaning, security checks and battery, bilge, oil and fuel maintenance checks may be performed by Owner or Owner's representative during normal LMC business hours.

24. Indecorous Conduct. Owner shall be responsible for the conduct and control of all Owner Parties. Indecorous conduct by Owner or Owner Parties that in LMC's opinion (i) is a nuisance, (ii) disturbs or interferes with the enjoyment of other Lauderdale Marine Center users (including the use of illegal drugs or becoming intoxicated), or (iii) might cause harm to any person or property (including the Lauderdale Marine Center reputation) shall, at the option of LMC, be cause for removal of such person from Lauderdale Marine Center and/or immediate termination, without refund, of this Agreement. If a person refuses to leave the Lauderdale Marine Center upon request, then such person is subject to prosecution for criminal trespass. LMC shall have no obligation to monitor or control the conduct of third parties (including Owner and the Owner Parties).

25. The cost of disposal of excessive refuse from work by Owner or its independent contractors will be charged to the Owner as an authorized add-on.

26. Lauderdale Marine Center's hours are as posted. LMC reserves the right to change hours at any time without notice.

27. Attorneys' Fees, Court Costs and Pre-Judgment Interest. Owner shall reimburse LMC for any and all expenses, including attorneys' fees, court costs, collection charges and fees incurred in enforcing any provision of this Agreement. Owner's obligation to pay LMC's reasonable attorney's fees and court costs includes litigation at both the trial and appellate courts. Any charges that become past due five (5) days or more shall bear interest at the lesser of the highest rate permitted by law or one and one-half percent (1.5%) per month (eighteen percent (18%) per annum).

28. LMC's Maritime Lien against the Vessel for Necessaries. The Commercial Instruments and Maritime Liens Act, Title 46 U.S.C. § 31301 et. seq. (the "Act"), provides LMC a preferred maritime lien against the vessel, including its engines, tenders, personal watercraft, furniture, furnishings, fishing tackle and appurtenances for work, services and/or supplies (i.e. "necessaries") provided to the vessel. Under the federal maritime law, LMC's preferred maritime lien exists the moment this Agreement is signed. LMC has the statutory right to sue the vessel in rem to foreclose its preferred maritime lien. The in rem suit shall be filed in the federal district court that has jurisdiction over the area where the vessel is physically located. The Act also allows LMC to sue the Owner to recover the amount due for necessaries provided to the vessel. The Parties agree that LMC is entitled to recover all of its court costs, including custodia legis expenses, from the vessel in rem and/or the Owner in personam if LMC recovers a minimum of \$1.00 on its claim. As a prevailing party, LMC shall also be entitled to recover its reasonable attorneys' fees and litigation expenses from the vessel under a Supplemental Admiralty Rule B attachment. The terms of this paragraph are governed by the Commercial Instruments and Maritime Liens Act, Title 46 U.S.C. § 31301 et. seq. and federal maritime law.

29. LMC's Right to Sell the Vessel under Florida Law. Florida law provides LMC an alternative remedy to the remedies provided under paragraph 28 above. Florida Statute § 328.17, "Non-Judicial sale of vessels", gives LMC a possessory lien right against the vessel, its engines, tenders, personal watercraft, furniture, furnishings, fishing tackle and other appurtenances when the Owner fails to pay LMC for its work and/or services. LMC may, at its election, conduct a non-judicial sale of the vessel in accordance with Florida Statute § 328.17. Owner agrees and understands it will not be allowed to work on its vessel(s) if any storage, service, or other charges by LMC are in arrears. The terms of this paragraph are governed by Florida law.

30. This Agreement shall be binding on the heirs, successors, representatives or assigns of the parties hereto. This Agreement may not be assigned by the Owner without the express written consent of LMC. If LMC consents to the assignment of this Agreement, then the new vessel owner must sign a new agreement with LMC.

31. No fueling of vessels is permitted at the Lauderdale Marine Center without the prior approval of LMC. Owner acknowledges LMC does not make any representations about fuel suppliers or their fuel and petroleum products. Owner is solely responsible for ordering fuel and petroleum products from the suppliers. Owner is solely responsible for measuring and testing the fuel and petroleum products delivered to the vessel by supplier. LMC disclaims all written, express and implied warranties, including the implied warranty of merchantability and implied warranty of fitness for a particular purpose, regarding all suppliers' fuel and petroleum products.

32. Owner acknowledges it has received a copy of and shall comply with "Lauderdale Marine Center Operational Practices Guidelines", and "Lauderdale Marine Center Insurance Requirements for Commercial and Maritime Tenants and Contractors". However, LMC does not assume a duty to enforce its rules or regulations.

33. In the event there is a conflict between the terms and conditions of the documents that form this Agreement, then the "Terms of the Boat Handling, Dockage and Storage Agreement" shall govern the Parties' contractual relationship.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



# Crew, Contractor & Guest Form

Please notify security of any visitors or changes to crew & contractor list to avoid being denied access to Lauderdale Marine Center's facility.

Vessel Name \_\_\_\_\_ Date \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Emergency Contact Number \_\_\_\_\_

Crew Information:

Position:	Name	Email Address	Phone Number	Parking Pass Requested?
Captain	_____	_____	_____	<input type="checkbox"/>
Chief Officer	_____	_____	_____	<input type="checkbox"/>
Chief Engineer	_____	_____	_____	<input type="checkbox"/>
Bosun	_____	_____	_____	<input type="checkbox"/>
Deckhand 1	_____	_____	_____	<input type="checkbox"/>
Deckhand 2	_____	_____	_____	<input type="checkbox"/>
Chief Stewardess	_____	_____	_____	<input type="checkbox"/>
Stew 1	_____	_____	_____	<input type="checkbox"/>
Stew 2	_____	_____	_____	<input type="checkbox"/>
Chef	_____	_____	_____	<input type="checkbox"/>

Other (Please Indicate Position)	Name	Email Address	Phone Number	Parking Pass Requested?
_____	_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	_____	<input type="checkbox"/>

Outside Contractor(s): MUST BE LMC AUTHORIZED CONTRACTOR OR PRE-APPROVED BY LMC FOR ACCESS

Name:	Scope of Work	Contact Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____

Guests \_\_\_\_\_  
\_\_\_\_\_

I understand that there is a \$50.00 charge for each entry card which is not returned to the Lauderdale Marine Center Office.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

# ACH Authorization Form

I authorize Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective affiliates and subsidiaries (individually and collectively, "SHM") to electronically debit the below specified bank account (and, if necessary, electronically credit the account to correct erroneous debits) for the rent and expenses specifically associated with this Boat Handling, Dockage and Storage Agreement for the Vessel Name / Account Name \_\_\_\_\_ as frequently as needed and in accordance with SHM LMC, LLS ("LMC")'s payment terms.

Bank Name \_\_\_\_\_

Beneficiary Name \_\_\_\_\_

ACH Routing Number \_\_\_\_\_

Account Number \_\_\_\_\_

Account Type (circle one)

Checking                      Savings                      Business *(circle only if the checking/savings account is a business account)*

I certify that I am authorized signer of record and that I have full authority to make purchases on behalf of the account listed above. I agree that a facsimile/email copy of my signature is as valid as an original for the charges.

I understand that this authorization will remain in full force and effect until I notify LMC in writing that I wish to revoke this authorization. I understand that LMC requires at least 5 business days prior notice in order to cancel authorization.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## BANK WIRE INSTRUCTIONS

### DOMESTIC WIRES

Receiver Bank Name:	Regions Bank 1900 Fifth Avenue North Birmingham, AL 35203 USA
ABA/Routing Number:	062005690
Beneficiary Name:	SHM LMC, LLC
Beneficiary Account Number:	0308344795

### INTERNATIONAL WIRES

Senders foreign bank should wire the funds to their United States Correspondent Bank with the following instructions:

Beneficiary Bank Name:	Regions Bank 1900 Fifth Avenue North Birmingham, AL 35203 USA
Receiving Bank Swift:	UPNBUS44
ABA/Routing Number:	06225690
Beneficiary Name:	SHM LMC, LLC 14785 Preston Rd Suite 975

CONFIDENTIAL



# Credit Card Authorization Form

I authorize Safe Harbor Marinas, LLC, SHM TRS, LLC, and their respective affiliates and subsidiaries (individually and collectively, "SHM") to charge my credit card (AMERICAN EXPRESS, MASTERCARD, VISA, or DISCOVER CARD) for yard/dockage fees associated with the Vessel Name / Account Name

I certify that I am the authorized cardholder of record and that I have full authority to make purchases on behalf of the account listed above. I agree that a facsimile/email of my signature is as valid as an original for the charges.

Name (as it appears on credit card) \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

Contact Number \_\_\_\_\_ Email \_\_\_\_\_

Credit Card Type (circle one)

AmEx

Mastercard

Visa

Discover

Credit Card Number \_\_\_\_\_ Exp Date \_\_\_\_\_

3-Digit VISA/MC Code (on back of card): \_\_\_\_\_ 4-digit Amex Code (on front of card) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

CONFIDENTIAL

# Rate Sheet

Based on overall length of vessel

## Haul Out and Survey Rates

*Includes Haul, Block, & Launch*

75-ton Lift	\$15.00 per foot
100-ton Lift	\$20.00 per foot
145-ton Lift	\$22.50 per foot
220-ton Lift	\$25.00 per foot
485-ton Lift	\$48.00 per foot

## Pressure Wash

Pressure Wash—0-99'	\$3.75 per foot
Pressure Wash—100'-125'	\$5.25 per foot
Pressure Wash—126' and up	\$7.50 per foot

## Equipment Rates (Includes Operator)

75-ton Lift	\$150.00 per hour
100-ton Lift	\$300.00 per hour
145-ton Lift	\$375.00 per hour
220-ton Lift	\$450.00 per hour
485-ton Lift	\$900.00 per hour
Crane	\$275.00 per hour
Forklift	\$50.00 per half hour
Negative Forklift	\$150.00 per hour
Lull (Telescoping Forklift)	\$175.00 per hour
Cooling Tower	\$65.00 per day

## Utility Service Charge

*Includes electricity, water, trash collection and amenities*

30 amp/240 volt/single phase	\$2.50 per day
50 amp/240 volt/single phase	\$7.50 per day
100 amp/240 volt/single phase	\$45.00 per day
100 amp/208 volt/three phase	\$75.00 per day
100 amp/480 volt/three phase	\$100.00 per day

*If no power connection is required, "Non-Power" Utility Service Charge per foot per day:*

0-50'	\$0.10
51' - 80'	\$0.20
81' and over	\$0.30

\*Rates herein published are subject to change without notice

## Storage (Monthly Rates)

LMC 20 ft. Container Rental	\$500.00
LMC Temporary Container Storage	\$500.00
Outside Container Storage	\$750.00
Flammable Locker	\$100.00

*\*Rates for items below will be based on space availability*

Jets Ski Storage	\$250.00
Tenders 25' and under	\$250.00
Work Trailer Storage (Weekly Rate)	\$250.00
Mast Storage	Call for Pricing

## Miscellaneous Charges

Clean Up Fee	\$500.00
Ladder ( <i>one week minimum</i> )	\$25.00 daily

## Hazardous Material

Sewage Tank Set Up & Break Down (per tank)	\$90.00
Sewage Pump Out (per gallon)	\$0.90
Sewage Pump Out Directly from Vessel (per gallon)	\$1.25
Used Oil and Coolant per Gallon	\$2.00
Gasoline per Gallon	\$4.00
Oil Filters	\$9.00/unit
Paints/Coatings/Sealers	\$20.00/1G \$75.00/5G
Hardeners/Activators/Toxics	\$50.00/1G \$250.00/5G
Oxidizers and Organic Peroxides	\$100.00/1G \$400.00/5G
Corrosives (Acids and Bases)	\$40.00/1G \$175.00/5G
Lead-Acid Battery	\$1.00/LB
Fluorescent Bulbs	\$2.00/FT
Oily Rags	\$25.00/5G
Oil Dri	\$75.00/5G \$400.00/55G
Empty Compressed Gas Cylinders (Non-Flammable)	\$20.00/Unit
Propane Tanks	\$0.00/Unit
Spill Cleanup	\$75.00/HR