

Welcome to North Causeway Marine **Dry Storage Policies and Procedures**

Hours are 8am-5pm, 7 days a week. We are closed each year at noon on Easter, Thursday, and Friday for Thanksgiving, and from Christmas Eve through New Year's Day. You may keep your boat in the water during this time if you call before 12:00 the day before we close. We are open all other holidays during the year.

Dry Storage runs for non-T-Top boats are \$18.00 plus tax per foot, T-Top boats are \$20.00 plus tax per foot, and is billed in advance, monthly (Minimum of 20 ft). The storage amount is calculated by the overall length of the boat and motor. All customers start in outside dry storage and are automatically on a waiting list for inside storage. Statements are sent out on the first day of the month and include all charges for the previous month as well as the upcoming month's storage. Payments are due by the 20th of each month. You will be charged a 1.5% late fee if your payment is not received by this date. We require a credit card left on file that will be charged once a month. **If storage fees are not paid by the due date, we will not launch your vessel until payment is received in full.**

We will launch your boat and lift it out **ONCE** per day. Please call at **LEAST 1 HOUR** ahead and arrive on time. We suggest calling as soon as you know you are going to use your boat because we can only launch a boat every 15 minutes so there is a chance your desired time slot will be filled and you will be moved to the next available time. If you cannot arrive on time, please call, and let us know. Since our staging dock is also our fuel dock if you are more than 15 minutes late, we will pull your boat and put it back in the water at our convenience. There will be a \$15.00 late fee for every 15 minutes you are late. If you intend to use your boat a second time or the next day, please let us know. Please call us to ensure your boat is still in the water. We may have pulled it to make room for other boats and gas customers.

There will be **no launches on Tuesdays**, we will use this day to perform general maintenance on the forklift. You must speak to someone at the marine (386-427-5267) during business hours (8-5) to have your boat launched. Please do not rely on voicemail.

For safety reasons, we cannot use the forklift during lightning or rain showers. The forklift is in operation from 8:30am-4:00pm every day. The last launch and haul-out is at 4:00pm so please call before 4 to have your boat launched. If your boat is brought back after 4:00, your boat will be left in the water until the next morning. Please have the necessary equipment to protect your boat. North Causeway Marine is not liable for any damage to your boat, another person's boat, or lost/damaged items. Most busy days we have up to three boats tied up to each other.

We do have work racks for you to flush your motor and clean your boat. These racks are first-come-first served. Please call at least 48 hours before to check the availability of our racks. When we retrieve your boat from the water, we will charge you \$5 per engine per flush.

All charging and plug-in requests **MUST** be requested a minimum of 48 hours in advance and **MUST** provide their own electric cords. **BOATS CANNOT BE CHARGED IN THE WATER.** Please call and allow ample time for the batteries to charge.

We do **NOT** allow **ANY** outside vendors to do work on our premises without prior office approval and proper insurance certificates. If you need something done, let us know and we will take care of it. This includes any work done to your boat-motor work, upholstery, flooring, electrical, etc.

The side gate is equipped with a security lock which requires a programmed key for access. One key is issued per boat. Each additional key is \$10.00. The gate is locked 24 hours a day. If you have made a key for someone that you no longer want to have access to or if you have lost your key, please let us know immediately so we can deactivate that key.

Please use the outside gate to bring large items to your boat if possible. Feel free to bring coolers inside to fill with ice and drinks. Please return docks carts to the gate when finished using them.

We do offer bi-monthly (every other month) boat maintenance. This service includes Motor Flush (minimum of 5 minutes), in-depth Wash (Not a detail but thorough wash, and Starting Battery Charge (to 12 volts). It is billed on your statement, \$120.00 plus tax per service. Please call to sign up for this service.

North Causeway Marine Corp
4 North Causeway
New Smyrna Beach, Florida 32169

DOCK SPACE RENTAL/STORAGE AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between **NORTH CAUSEWAY MARINE CORP**, hereinafter known as the Lessor and _____, whose address is _____, hereinafter known as Lessee, owner of _____ {type of vessel} subject to the following terms and conditions:

[] WET [X] DRY

1. The Lease shall commence on _____, 20____, and shall continue month to month unless sooner terminated by either party by giving the other party ten (10) days written notice prior to the end of any monthly rental period; provided, however, that the rent shall continue until the boat or vessel is removed; provided further that the said boat or vessel shall not be removed until all storage and/or repair bills are paid.
2. The Lessee shall be charged \$18.00 a foot for non-T-Top boats, and \$20.00 a foot for T-Top boats with a 20-foot minimum for dry storage, and \$16.00 per foot with a 25-foot minimum for wet storage, plus tax for monthly rate. \$90.00 per foot with a 25-foot minimum for wet storage, plus tax for semi-annual rate. \$168.00 per foot with a 25-foot minimum for wet storage, plus tax for annual rate. Interest at the rate of one and one-half percent (1.5%) per month will be charged on all accounts past due more than thirty (30) days.
3. No refunds or prorations of rent will be made if the Lessee removes his/her boat from said storage space prior to the end of any monthly rental period. Lessee agrees to leave Lessor a valid credit card that can be charged for storage and account balances.
4. Lessee will furnish Lessor with a copy of the current vessel registration or documentation as the case may be, at the execution of this Lease. In the event the vessel is not registered or documented in Lessee's name, Lessee will be required to furnish Lessor a copy of a recorded power of attorney duly executed by the owner appointing Lessee attorney-in-fact for the owner. Lessee further agrees to notify the Lessor within ten (10) days in the event his/her above address should change.
5. Lessor agrees that Lessee in dry storage may have access to Lessee's boat from 8:00 a.m. to 4:30p.m. each day of the year, except Christmas, New Years Day, Easter Thanksgiving, and such times as Lessor, in its sole discretion, deems it necessary or advisable to close for maintenance, weather, or for reasons beyond Lessor's control. Customers wishing the use of a boat before 8:00 a.m. may arrange to do so by calling before 4:00 p.m. the day before.)

6. Lessee acknowledges that he has inspected the pilings, piers, landing, storage racks and equipment adjacent and appointment to said slip space and is satisfied with the condition thereof.
7. If Lessee desires to convert dock in any manner, add extra padding or buffer strips, install mooring arms or boat lifts, or to make extra use of utilities/telephone Lessee must first secure written permission of the Lessor, and said Lessee may be required to pay additional charges for additional services or facilities. There will be a service charge of \$20.00 per month per power cord used by the Lessee. In the event Lessee wishes an additional electrical service charge of \$20 per day per cord will be charged. This rate may be changed by Lessor at any time upon thirty (30) days written notice to Lessee.
8. No temporary storage of Lessee's property on the dock will be permitted, except in the storage boxes approved by Lessor prior to their installation.
9. Lessee agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the Lessee will keep dock and premises covered hereby free and clear of gear and tackle and other obstructions and will deposit all rubbish and garbage in containers provided by Lessor, and further agrees not to throw anything in the water of the harbor. Lessee shall be responsible for the conduct and actions of his/her guests. There will be no pumping of bilges by the Lessee. Lessee will not waste water and will secure all hoses tightly at the connections. Lessee will maintain all electric cables in good condition; all cables must have ground connections. Lessee will not lay cables and hoses in walkways of the dock.
10. Lessor will not be responsible for any injuries and/or property damage caused by or in connection with the use of said dock, harbor, or other facilities; the use of said facilities being entirely at the risk of the Lessee as to theft, fire hazards, vandalism, high or low water, tides, and other so call Acts of God.
11. Lessor does not carry insurance covering the property of the Lessee, it being the responsibility of the Lessee to adequately insure his/her property and vessel. If mechanical defect or Act of God places property of the Lessee in danger of destruction or damage the Lessor shall be entitled to compensation for any services or materials which may be used by Lessor in protecting Lessee's property.
12. Lessee agrees that in case of weather conditions, fire, listing, or any emergency which will endanger the safety of the boat, Lessor shall have the right to board, enter, move, and perform the necessary duties during temporary absence of Lessee's boat.
13. It is agreed between the parties that Lessee shall not assign, sublet, transfer, or permit the use of an assigned dock space by another party. Lessor reserves the right to use the Lessee's assigned dock space during temporary absence of Lessee's boat.

14. The Lessee agrees to abide by the rules and regulations posted, or hereafter posted by the Lessor, for the operation of the marina and harbor and the actions and conduct of Lessee and of the public.
15. The Lessor will not be responsible for any injuries (including death) or property damage resulting from, caused by, or in conjunction with the use of dock or harbor facilities. Lessee releases and discharges Lessor from any and all liability for loss, injury or damages to persons property sustained while in or on the facilities of Lessor.
16. In general, Lessee may work on his/her own boat if such work does not interfere with the rights and privileges of other persons; but Lessee may not use the services of any other dealer, mechanic, or craftsman or other person on the premises of Lessor without first securing prior approval of the Lessor. All major repairs such as painting, sanding, refinishing, and all major engine repairs must be done in specific areas designated by Lessor. Under no condition will spray paint be allowed in slips.
17. During the term of this Lease, Lessor will place Lessee's boat in the water and remove the boat not more than once a day during Lessor's normal business hours.
18. In the event the space rental fees or other charges are not paid within ten (10) days after the same shall become due, the Lessor shall, at its option, have the right to change fee rate to a daily rate, or charge Lessee a service charge equal to eighteen percent (18%) per annum on the unpaid balance.
19. Lessee agrees that all bills for repair work or other parts shall be due and payable upon receipt of the bill, therefore.
20. Lessee acknowledges that the Lessor has all the appropriate maritime liens, either State or Federal, upon the boat, motor, and accessories thereof to secure any and all space rental fees, repairs, gas, oil, marine hardware, accessories, or other services or materials rendered to or supplied to Lessee for us upon the stored boat.
21. Rent on dock and storage space shall be payable in advance. Lessee agrees to advise Lessor of intent to remove boat from harbor before actually removing same.
22. No boat is to be removed from its space unless and until all charges for space rental, service or materials as foresaid have been paid in full. Payment by check shall not be considered payment until collection upon said check has been obtained.
23. Lessee agrees that should he/she become delinquent in any rental payment and/or repair work or parts bill to the extent that the Lessor retains an attorney-at-law to collect said rent or bill, Lessee will pay said attorney a reasonable fee for his time and services, and any court costs incurred whether suit is filled or not.
24. In the event a hurricane warning is given for the County of Volusia, Lessee shall be responsible for contacting Lessor for instructions on how Lessee should secure his/her boat. For boats in wet storage, it will be Lessee's responsibility to immediately remove said boat from the Lessor's marina and find anchorage in the surrounding intercoastal waters. Outside dry storage customers must remove their boats in the event of a hurricane, all damage caused by Lessee's vessel, the Lessee will be held responsible to repair all damages and incur all costs associated with repairs.

25. Any notice demand, request or other instrument which may be given under this Lease shall be delivered in person or sent by United States Mail to Lessee at the address furnished by Lessee above.

26. **NOTE: LESSOR MAY SELL YOUR BOAT OR VESSEL AT A NONJUDICIAL SALE IN THE EVENT OF NONPAYMENT OF RENT FOR A PERIOD OF SIX (6) MONTHS IN ACCORDANCE WITH SECTION 328.17, FLORIDA STATUTES, AS AMENDED.**

27. Special Clauses:

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IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals.

SIGNED: this ____ day of _____, 20____.

Lessor:
North Causeway Marine Corp.

Lessee:

BY: _____

{Address}

{Address}

{Telephone}

OWNER/BOAT INFORMATION

Please fill out all the blanks and return along with your new, signed storage agreements.

Owner's Name

Street Address

City/State/Zip

Main Phone Number () _____ - _____

Work Phone Number () _____ - _____

Other Phone Number () _____ - _____

Email _____

Preferred Statement Delivery [] Mail [] Email

Other persons allowed to use boat

Boat Info

Year/Make/Model

Name

Length _____ Beam _____ Motor _____ Fuel Type _____

Registration Number _____ Expiration _____

Dry Storage Customers:

Check here to sign up for Bi-Monthly Boat Maintenance, billed \$120.00 plus tax each service.

This service includes:

- Charge Starting Batteries Up To 12 Volts
- Flush Motor (will start motor for minimum of 5 minutes)
- Thorough Wash (Not Detail but in depth wash)

Card Authorization Form

I, _____, give permission to **North Causeway Marine Corp.** to charge my card for the following purchases. My Card details will be stored in my profile and will be used for approved purchases.

Authorized Amount: Current Account Balance

Cardholder Email: _____

Product/Service: Account Balance (Storage, Service, Parts Accessories, Convenience Store Items, Fees, Etc.)

Card Information:

Card Type:

MasterCard Discover VISA AMEX

Other: _____

Cardholder (Name on card): _____

Phone Number: _____

Address: _____ State: _____ Zip Code: _____

Card Number: _____

Expiration (MM/YYYY): _____

Zip Code (From credit card billing address: _____

CVV _____

Recurring payments information:

Charge Every: Month

Charge Dates: 14-20th

Payment Amount: Account Balance To cancel

Call:

Mark Pernell, 386-427-5267 Ryan Pernell 386-427-5267

Terms of agreement: Must cancel at least 10 days from billing date (14th)

Customer Signature: _____ Date: _____