



### Berthing Agreement

This Berthing Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, between Marina Point Marina ("Owner"); having an address of 100 Marina Point Drive, Daytona Beach, FL 32114 and the vessel owner, \_\_\_\_\_ ("Licensee").

#### RECITALS

Owner is the owner of that certain marina ("Marina") located within the community known as Marina Point, Daytona Beach, Florida.

Licensee is the owner of the below-described vessel ("Boat") and desires to obtain a license for the right to use a dock in the Marina for dockage of the Boat. For purposes of this Agreement, the term "Boat" shall include not only the aforesaid vessel, but also all fixtures thereto and all personal property located thereon or used in connection therewith.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Owner hereby grants to Licensee the right to use a dock in the Marina upon the following terms and conditions and subject to the Rules and Regulations of the Marina Point Marina:

Name of the Boat: \_\_\_\_\_ Make: \_\_\_\_\_

Registration Number: \_\_\_\_\_ Place of Registration: \_\_\_\_\_

Length: \_\_\_\_\_ Feet      Beam: \_\_\_\_\_ Feet      Draft: \_\_\_\_\_ Feet

Residence Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Cellular Telephone: (\_\_\_\_) \_\_\_\_\_

Business Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Telephone: (\_\_\_\_) \_\_\_\_\_

Vessel Insurance Company: \_\_\_\_\_ Telephone: (\_\_\_\_) \_\_\_\_\_

Captain's Name: \_\_\_\_\_ Cellular #: (\_\_\_\_) \_\_\_\_\_ Hm # (\_\_\_\_) \_\_\_\_\_

Dock Number: \_\_\_\_\_

Security Deposit: \$ \_\_\_\_\_ Received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Dockage Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ plus tax. Electric Fee: \$ \_\_\_\_\_ per \_\_\_\_ amp cord per \_\_\_\_\_ plus tax

**Authorization for Marina Charges:** Card Holder's Name: \_\_\_\_\_

Credit Card: \_\_\_\_\_ Account Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

*Dockage fees and electrical and other service fees shall be paid in advance. An open credit card account covering the anticipated total charge is acceptable. If payment in another form is not received when due, the open credit card may be used for payment of balances due.*

The terms and conditions included with this agreement and the Rules and Regulations of the Marina as same may be amended from time to time, are integral parts hereof as fully as if same appeared above the signatures of the parties. Licensee acknowledges reading such terms and conditions and Rules and Regulations and agrees to be bound by same. In the event I breach the terms of this Agreement, including, but not limited to, sale of vessel and/or vacating the dock slip prior to the end of the term of this Agreement, I agree that I am and remain responsible for all license payments and fees through to the end of the term of the Agreement.

**LICENSEE**

**MARINA POINT MARINA**

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

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

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Owner

Marina Manager