



## OIL NUT BAY MARINA TRANSIENT DOCKAGE TERMS AND CONDITIONS

This Dockage Agreement, (the "Agreement") is entered into and made binding based on the information provided on the Marina Reservation Form and is between Oil Nut Bay, Inc., a company duly incorporated under the laws of the Virgin Islands, ("ONB"), and the client ("Boater") whose personal information will have been provided in full on the Marina Reservation Form, for the use and occupation of a Marina Slip ("Marina Slip") at the Oil Nut Bay Marina ("Marina") pursuant to the terms and conditions set out below:

- 1. Boat Identification** As provided in the Marina Reservation form, The name, model, and length of the boat ("Boat" that will occupy the Marina Slip will be provided by the Boater and an Oil Nut Bay "Marina Slip will be assigned to that boat.
- 2. Term of Agreement** The Term (the "Term") of this Agreement shall begin on and end on the dates provided and agreed to on the Marina Reservation Form , provided, however the Marina Slip is occupied by the Boat after the end of the Term, Boater will be charged a per diem rate for each additional day the Boat occupies the Marina Slip. ONB may turn off all utilities to the Marina Slip after the expiration of the Term as part of the normal seasonal shut down program regardless of whether or not the Marina Slip is occupied.
- 3. Marina Slip** "Marina Slip" means the Marina Slip first written above in the Marina. Boater may not use the Marina Slip for any purposes any purpose other than the purpose of docking the Boat, and the Boat is the only vessel permitted to be moored at the Marina Slip. The Marina Slip may only be used for the personal use of Boater and Boater may not use the Marina Slip for any commercial.
- 4. Dockage Fees & Utilities** The Boater agrees to pay to ONB the sum on the Marina Reservation Form as a Dockage Fee for use of the Marina Slip for the Term of this Agreement. In addition to the Dockage Fee, Boater shall pay ONB for Boater and Boat's future use of Utilities at the following rates:

<b>Electrical Fee:</b>	<b>\$100.00/day for 100amp electrical service</b> <b>\$50.00/day for 50amp electrical service</b> <b>\$30.00/day for 30amp electrical service</b>
<b>Water Fee Deposit:</b>	<b>\$100.00 refundable deposit for Term of one to seven days</b> <b>\$500.00 refundable deposit for Term of eight to thirty days</b>
<b>Garbage:</b>	<b>\$5.00 per bag will be added to the final bill</b>

The Water Fee Deposit ("WFD") will be billed to the Boater based on water use during the Term of this Agreement. Water use will be billed against the WFD at a rate of \$ .20/gal of water used. If the cost of Boater's water usage at the end of the Term is calculated to be less than the WFD, then the remaining portion of the WFD will be returned to the Boater, except, in the event that Boater has other outstanding fees or costs due to ONB. In the event of other outstanding costs and fees owed by Boater to ONB, the WFD may be first used to reduce other costs and fees to a zero balance, and then any remaining portion of the WFD will be refunded to the Boater. ONB, in its sole and absolute discretion, may amend the price of utilities at any time provided Boater receives five (5) days prior notice of the amendment.



**5. Use of the Marina Slip by Boater** With respect to the use of the Marina Slip, the Boater acknowledges and agrees to the following:

- a) The Marina Slip shall not be used by the Boater for any other vessel other than the Boat specified in paragraph 1 of this Agreement;
- b) The Boater accepts the Marina Slip in the condition "AS IS" on the date of this agreement;
- c) The Boater shall not make any alterations, modifications, or improvements to the Marina Slip, including, but not limited to, erecting or installing any signs or decorations on or about the Marina Slip or surrounding marina;
- d) At the end of the Term or earlier termination of this Agreement, the Boater shall return the Marina Slip to ONB in the same condition as the condition of the Marina Slip as of the date of this Agreement;
- e) Any damage to the Marina Slip or excess wear, beyond normal usage, shall be the sole responsibility of the Boater. ONB may at its sole discretion, repair the Marina Slip and return it to its prior condition and the costs of such repairs shall be solely borne by the Boater. In the event repairs cannot be made prior to Boater leaving the Marina Slip, Boater shall pay to ONB the estimate cost of the repairs prior to vacating the Marina Slip;
- f) The Boater will use the Marina Slip and the Marina in accordance with the Oil Nut Bay Marina, Dock, and Mooring Rules established by ONB and the laws of the Virgin Islands;
- g) During any period of time that the Boat is located at the Marina Slip, the only maintenance permitted to be performed on the Boat is emergency maintenance or boat cleaning. In the event of an emergency, the Boater authorizes ONB to take action to control or resolve the emergency with respect to the Boat, and Boater shall hold ONB harmless and indemnify ONB for any damage claim, charge, lawsuit, demand, and from all liability resulting from ONB's actions with respect to any emergency and Boater further acknowledges and agrees that ONB is under no contractual or legal duty to take action with respect to the Boat in the event of an emergency, nor is ONB under a duty to take any action with respect to the Boat except those actions required by this Agreement;
- h) Prior to vacating the Marina Slip for any period of time longer than twenty-four (24) hours, the Boater will notify ONB that the Boater will be vacating the Marina Slip and the Boater will provide the specific dates for which the Marina Slip will be vacant; and
- i) The Boater, the Boat, and the guests, family, friends and invitees of the Boater shall be required to at all times follow the Oil Nut Bay Marina, Dock & Mooring Rules. Further, Boater and Boater's guests, family, friends, and invitees acknowledge and agree that they shall strictly follow the rules posted or provided for all other amenities at ONB, including, but not limited to, use of carts or other vehicles, use water sports equipment, use of beach sports equipment, and use of beach club pools, sports courts, and sports equipment.
- j) **Prior to any use of a motorized cart or vehicle of any type, the Boater shall provide to ONB a valid copy of Boater's driver's license, and Boater shall not permit any other individual to operate any motorized cart or vehicle provided for Boater's use by ONB.**

**6. Usage of Marina Slip by and Obligations of ONB** The Boater and ONB acknowledge and agree to the following with respect to the Marina Slip:

- a) ONB shall pay all Government Fees applicable to the Marina Slip;
- b) ONB reserves the right to improve and upgrade the Marina Slip as necessary;
- c) At any time, ONB may establish or amend existing rules and regulations in addition to the requirements of this Agreement regarding the use of the Marina Slip and the Marina;
- d) Notwithstanding any other term or clause of this Agreement, ONB is not obligated, under any circumstances, to perform any emergency repairs or maintenance on the Boat, nor is ONB required to perform any non-emergency repairs or maintenance on the Boat. ONB is not and shall not be held liable for, and the Boater shall, indemnify and hold harmless and release and waive any and all, claims against ONB, including its owners, proprietors, employees, and agents, for any losses, liabilities, costs, expenses, claims, proceedings, penalties, fines, fees, including attorney fees incurred by ONB, or expenses arising out of any claim in respect of any emergency repairs or maintenance, or any damage caused to the Boat as a result of ONB choosing not to perform emergency repairs or maintenance to the Boat;
- e) During any period of time that the Boat is not located in the Marina Slip and ONB has been notified by the Boater that the Boater will not return the Boat to the slip until a certain date, ONB may use the Marina Slip for the docking of any other boats; and in this event any amounts that are paid to ONB for said docking will be retained solely by ONB and not paid to or shared with the Boater.



**7. Representations and Warranties** The boater and ONB make the following representations and warranties:

- a) ONB represents and warrants that
  - (i) it has the authority to enter into this Agreement
  - (ii) it has the authority to grant Boater the right to use and occupy the Marina Slip for the purposes of this Agreement;
- b) ONB does not make any representations or warranties, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose or any implied warranty of suitability, regarding the condition of Marina Slip or any other portion of the marina.
- c) The Boater represents and warrants that
  - (i) Boater is fully authorized and able to enter into this Agreement;
  - (ii) Boater, or Boaters agent who is present on the Boat at all necessary times, is fully authorized, licensed, competent, and able to possess and operate the boat
  - (iii) there is no legal impediment to the Boater's use and occupation of the Marina Slip for the purpose of this Agreement; and
  - (iv) during the time the Boat is docked at the Marina Slip the Boat shall contain no illegal drugs, unauthorized firearms, explosives, stolen property, or any other item prohibited by the laws of the Virgin Islands, and Boater shall save and hold harmless ONB, including its owners, proprietors, employees, and agents, from and against any losses, liabilities, costs, expenses, claims, proceedings, penalties, fines, fees, including attorney fees incurred by ONB, or expenses arising out any items located on the Boat during the time it is docked at the Marina Slip.

**8. Risk of Loss, Damage, and Insurance** Notwithstanding any other paragraph or term of this Agreement and regardless of the cause of the damage, ONB SHALL HAVE NO LIABILITY FOR DAMAGE OR LOSS WHATSOEVER TO THE BOAT, OR DAMAGE TO ANY PERSON, PROPERTY, OR ITEMS LOCATED ON THE BOAT OR SURROUNDING MARINA. Any property or item stored or placed on the Boat or the surrounding Marina is NOT INSURED by ONB against loss or damages. Boater is solely responsible for any loss of or damage to persons, property, and items on the boat and the surrounding Marina. ONB shall not and does not promise to provide, either expressly or impliedly, any security protection to the Boater, the Boat, or any person or property on the Boat or the surrounding Marina. Any security devices or employees maintained by ONB are for solely for the convenience and protection of ONB. ONB may discontinue its use of any security device or employee at its sole discretion and without providing notice to Boater. ONB shall not be liable to Boater, or Boater's invitees or guests for personal injuries or damage to Boater's property caused by any act or negligence of ONB or its employees. Boater hereby agrees to indemnify and hold ONB harmless from any and all claims. Including claims for which ONB is alleged to be negligent, for damages to the Boat, property, or personal injuries, including costs and attorney's fees, arising from Boater's use of or access to the Marina Slip. Notwithstanding any other term of this Agreement, the Boat and all property or items stored on the Boat or the surrounding Marina are the sole risk of the Boater.

**9. Termination** ONB, may at any time and for any reason, terminate this Agreement by delivering to the Boater written notice stating the the date upon which this Agreement shall be terminated.

**10. Release, Indemnity, and Hold Harmless.** ONB will not be liable for and Boater jointly and severally releases, indemnifies and holds harmless ONB and its owners, members, employees of members, managers, officers, directors, agents, representatives, employees, affiliates, parents, subsidiaries, successors and assigns and the third party owner/licensee of the slip if any, ("ONB Parties"), for any losses, liabilities, costs, expenses, claims, proceedings, penalties, fines, fees, including reasonable attorney fees incurred by ONB Parties, or expenses arising out of any claim of personal injury, including death or property damage occurring on or about the Boat (or any other boat), the Marina Slip, any other portion of the Marina, or any area of ONB property, resulting or arising from the actions of the Boater and Boater's employees, family, friends, guests, and invitees ("Boater Parties") including, but not limited to, the use by Boater and Boater Parties, of motorized vehicle or cart, beach or water sports equipment, sport courts exercise facilities, exercise classes, ONB sponsored activities or events, and/or exercise and sports equipment. Further, Boater jointly and severally releases, indemnifies and holds harmless ONB and ONB Parties for: (a) any loss, injury, or damage suffered or incurred by Boater, or Boater Parties, that arises out of any claim of personal injury, including death, or property damage occurring on or about the Boat (or any other boat), the Marina Slip, any other portion of the Marina, or any area of ONB property, including, but not limited to, the use by Boater Parties of any motorized vehicle or cart, beach or water sports equipment, sport courts, exercise facilities, exercise classes, ONB sponsored activities or events, and/or exercise and sports equipment; and (b) for any personal injury, including death, or property damage to Boater and Boater Parties by any cause, including, but not limited to fire, theft, vandalism, miscellaneous mischief, wind, water, or other Act of God, or any negligence of ONB Parties.



- 11. Assumption of Risk** If Boater and Boater Parties take part in any activity at ONB, including, but not limited to, use of motorized vehicle or cart, beach or water sports equipment, sport courts, exercise facilities, exercise classes, ONB sponsored activities or events and/or exercise and sports equipment ("Activity"), Boater and Boater Parties acknowledge and agree to the following:
- a.) **Risk, Assumption of Risk, and Voluntary Participation.** ONB is a developing real estate property with active construction areas and rugged natural terrain, and any Activity undertaken at ONB includes an inherent risk of bodily serious injury, death, and damage to personal property. Boater and Boater Parties expressly assume all risk of harm, known or or unknown, arising from participation in any Activity at ONB, and that said participation by Boater and Boater Parties in any Activity is strictly voluntary and based on the sole discretion and choice of the Boater and Boater Parties to participate in the Activity.
  - b.) **Competency and Authorization:** Boater and Boater Parties shall at all times be physically and legally qualified and licensed to take part in any Activity at ONB, and they shall not undertake any Activity for any illegal purpose, nor undertake or participate in any Activity without proper driver's or other license, or in a negligent manner, including, but not limited to, operating a motorized vehicle or cart. **Boater agrees that Boater is properly licensed to drive a motor vehicle and shall be the sole individual authorized to operate, drive, or otherwise control any motorized cart or vehicle provided by ONB, and the Boater will not permit any other individual to operate, drive, or otherwise control any motorized cart or vehicle the sole individual authorized to operate, drive, or otherwise control any motorized cart or vehicle provided by ONB, unless first expressly authorized in writing by ONB.**
  - c.) **Release and Waiver.** The Boater jointly and severally releases, indemnifies and holds harmless ONB and ONB Parties from and against all claims, causes of action, damages, losses, liabilities, costs, fees, expenses, obligations, recoveries and deficiencies, including interest, penalties, attorneys' fees and legal costs and also including any claims, causes of action, damages, losses, liabilities costs, fees or expenses in respect of any property damage, personal injury or death that the Boater or Boater Parties incurs or suffers and which arises from or relates to the Activities undertaken by the Boater and Boater Parties, including, but not limited to, , operation of a motorized cart or vehicle.
- 12. Relocation** ONB may require Boater to relocate the Boat to another Marina Slip or to temporarily vacate the Marina Slip in the event of an emergency or for the purpose of performing maintenance or repairs to the Marina Slip or surrounding Marina. In the event the Boater fails to move the Boat, Boater hereby grants ONB and ONB reserves the exclusive right, to relocate Boater's Boat as necessary at the Boater's sole cost, expense, risk, and liability. Further, ONB is not and shall not be held liable for, and the Boater hereby releases and and waives, and shall hold ONB and ONB Parties harmless against, any and all claims for any losses, liabilities, costs, expenses, damages claims, proceedings, penalties, fines, fees, including attorney fees incurred, or expenses arising out of any claim in respect of ONB choosing to relocate the Boat pursuant to this Agreement, or any damage caused to the Boat as a result of ONB choosing not to relocate the Boat pursuant to this Agreement.
- 13. Notice** Any notice given under this Agreement shall be in writing and may be served either personally, by mail, or by electronic mail or facsimile transmission. The addresses of the Boater for service of notice is the above-mentioned address or such other address, provided however, that ONB may properly serve any notice to the Boater by delivering the same to the Boat while it is docked at the Marina Slip. Notice to ONB should be directed to the management agent of ONB: Victor International, Corp., Attn: Jennifer Merriman, 7640 Dixie Highway, Suite 100, Clarkston, MI 48346
- 14. Default by Boater.** In the event of Boater's default under this Agreement, ONB shall have any and all remedies provided by law, and Boater pay ONB all costs and expenses, including reasonable attorney's fees, which are incurred by ONB in enforcing the terms of this Agreement.
- 15. Waiver.** The failure of ONB at any time, or from time to time, to enforce any of its rights under this Agreement does not constitute a waiver of that or any other right. The rights and remedies of ONB under this Agreement are in addition to and are not exclusive of any other rights or remedies available to ONB provided by law.





16. **Exclusion of All Warranties and Entire Agreement.** Boater agrees and acknowledges that ONB, including all its agents and employees have not made and do not make any representation of warranties of any kind or nature, directly or indirectly, expressly or impliedly, except those warranties and representations made in this Agreement, as to any matter whatsoever related to the Marina Slip. The entire understanding between the Boater and ONB is fully and solely embodied within the four corners of this Agreement and the ONB Marina, Dock and Mooring Rules, and any other applicable site rules.. This Agreement supersedes and replaces any prior agreements between the parties, whether written or oral, with respect to matters contemplated by this Agreement. Further, Boater acknowledges that it has been given the opportunity to inspect the Marina Slip prior to signing this Agreement and that Owner accepts the Marina Slip AS IS.
17. **Assignment or Subletting.** Boater shall have no authority to assign the rights conferred by this Agreement, nor sublet the Marina Slip, without advance written consent of ONB.
18. **Severability** If any provision or paragraph of this Agreement is deemed illegal, unenforceable or otherwise invalid, such provision or paragraph shall be severed from the Agreement and shall not affect the validity of the remaining provisions of the Agreement, which will remain in full force and effect.
19. **Binding Nature** All provisions of this Agreement shall apply to, bind and obligate the heirs, personal representatives, successors, agents, representatives of the Boater.
20. **Jurisdiction** The validity, construction, and performance of the terms of this Agreement shall be governed by the Laws of the British Virgin Islands. Any dispute arising under or in connection with this Agreement shall be subject to the jurisdiction of the Courts of the British Virgin Islands to which the parties to this Agreement hereby submit.

**IN CONSIDERATION OF BEING ALLOWED TO PARTAKE IN ACTIVITIES AND USE THE FACILITIES AT OIL NUT BAY, I HEREBY PERSONALLY ASSUME ALL RISKS FOR ANY HARM, INJURY OR DAMAGE THAT MAY BEFALL ME WHILE ON THE OIL NUT BAY PREMISES. I FURTHER RELEASE, EXEMPT AND HOLD HARMLESS ONB AND ONB PARTIES FROM ANY CLAIM OR LAWSUIT. I EXPRESSLY ASSUME ALL FINANCIAL RESPONSIBILITY FOR THE FULL AND COMPLETE COST OF ANY DAMAGE TO OR LOSS OF PROPERTY DURING ANY ACTIVITY AT OIL NUT BAY.**

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND OIL NUT BAY, AND SIGN IT OF MY OWN FREE WILL. I AGREE TO ADHERE TO THE TERMS STATED HEREIN AS A CONDITION OF MY USE AND THE USE OF MY FAMILY, GUESTS AND INVITEES OF THIS VACATION RENTAL PROPERTY. AS AGREED TO THE SIGNATORY BELOW WILL BE RESPONSIBLE FOR ALL MONIES OWED.**