

LAKE PARK HARBOR MARINA DOCKAGE AGREEMENT

THIS DOCKAGE AGREEMENT (the Agreement) is made by and between the Town of Lake Park, Florida (hereinafter referred to as "Town"), the owner and operator of the Lake Park Harbor Marina (hereinafter referred to as "Marina"), located at 105 Lake Shore Drive, Lake Park, Florida 33403, and _____, who is the owner of the Vessel as more specifically described herein (hereinafter referred to as "Tenant").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Tenant referenced in paragraph 1 agrees to the terms and conditions contained herein pertaining to the dockage of the vessel referenced in paragraph 2 at the Marina:

1. TENANT:

Owner Name(s): _____ Home Phone: _____

Billing Address: _____ Work Phone: _____

City: _____ State: _____ Zip: _____

Cell Phone (w/Area Code): _____

Email: _____

Emergency Contact: _____

Cell Phone (w/Area Code): _____

Email: _____

2. TENANT'S VESSEL: (certified copy of title indicating ownership must be submitted with this Dockage Agreement)

Vessel Name: _____ Make: _____ Year: _____

Registration/Documentation
No. _____ Length: _____ Beam: _____ Draft: _____

3. VESSEL INSURANCE (Proof of insurance required before occupancy commences)

Carrier: _____ Policy No: _____ Exp. Date _____

Agent Name: _____ Phone No: _____

4. DOCKAGE TERM:

Monthly ___ Annual ___ Lease Commencement Date: _____ Termination Date: _____

Vessel Use: **Personal:** ___ **Commercial:** ___ **Slip Assignment:** _____

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5. MARINA CHARGES:

The Tenant shall promptly pay to the Town when due all sums incurred pursuant to this Agreement, including charges on account, charges for fuel, ship's store, supplies and materials, necessary repairs made by the Marina to Tenant's Vessel, and any other sums billed to the Tenant by the Town in connection with use of the Marina and its facilities, regardless of who incurred the charges on behalf of the Tenant.

A late fee of 1.5% per month (annualized to 18.0% per annum) of the amount then due will be assessed for all charges which are more than 30 days past due. Tenant agrees that the late fee is a reasonable estimate of the extra administrative expenses incurred by Town in handling the delinquency. Any and all sums of money or charges required to be paid by Tenant under this Agreement other than the rent shall be considered "Additional Rent" whether or not the same is so specifically designated and the Town shall have the same rights to enforce due and timely payment by the Tenant of all Additional Rent as are available to the Town relating to rent.

Fuel discounts are provided at such rates as may be approved by the Town Commission by Resolution from time to time.

FOR MARINA OFFICE USE ONLY

Dockage charges: \$ _____ Sales tax: \$ _____

Utility fee: \$ _____ Total: \$ _____

Credit Card #: _____ Exp. Date: _____

Visa MC Amex (please circle one)

Electronic Entry Card No(s): _____

By signing this Agreement, Tenant hereby authorizes the Town to charge \$25.00 to Tenant's account for Tenant's failure to return any Marina property.

CHARGES (INCLUDING APPLICABLE SALES TAX) ARE PAYABLE MONTHLY IN ADVANCE ON THE FIRST OF THE MONTH.

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6) The Tenant represents that information contained in this Agreement is true, correct and accurate and shall update the information contained herein. If there is more than one owner of a Vessel, then the obligations and liabilities of the owners shall be joint and several.

7) It is understood and agreed that this Agreement is for the above described Vessel only and is personal to the Owner of the Vessel, whether that owner be an individual or a corporation, limited liability or other corporate entity. This Agreement is not Assignable or transferable to any other person or entity, nor is it assignable in the event of the sale of stock assets or interests of a corporation, Limited Liability Company or other corporate entity which owns the Vessel. Further, all or a portion of the dockage space may not be sublet or assigned to a third party or entity. Use or occupancy of the Vessel is restricted to the Tenant and his or her family, paid crew and bona fide guests while located in the Marina. Tenant agrees to advise the Town of any legal change or ownership or rental of the Vessel, or of a change in ownership of the corporate entity while subject to the Agreement no later than 24 hours following such change. Part ownership of a Vessel does not in any way imply an obligation on the part of the Town to furnish dockage to any of the partners other than the original signatory of the Agreement if the partnership is dissolved for any reason whatsoever.

The Town reserves the right to rent or use the docking slip or slips that are unoccupied for any period exceeding 24 hours. The Tenant shall not be entitled to any reduction in rental fees under this Agreement in the event the Town uses the docking space assigned to the Tenant. The Tenants and operators of any Vessel shall advise the Marina Director of their estimated time of return to the docking slip at their time of departure. Tenants and operators of any Vessel with annual, seasonal or monthly status are required to give 48 hours' notice of their return. If Tenant fails to provide Town with 48 hours' notice] of the Vessel's return date, then Tenant agrees that the Town, in its sole discretion reserves the right to assign the Vessel, upon its return to another docking slip or slips of similar size.

8) Utilities shall be charged to the Tenant at such rates as may be approved by the Town Commission from time to time. The established utility rates are subject to change by the Town Commission at any time during the term of this Agreement, taking into consideration such factors as the Town Commission, in its sole discretion deems just, fair, and appropriate. The Town shall not be liable for any interruption or stoppage of utilities, including, but not limited to, electrical or water service, or for any damage to persons, the Vessel or personal property resulting from that interruption or stoppage.

9) The Rules of the Road and the Navigation Laws in and of the United States apply to all Vessels entering and leaving the Marina, navigating within the Marina, and/or docking therein. The Vessel shall, at all times, maintain current Coast Guard approved heads which shall meet all federal, state and local regulations. The Tenant shall not create any wake in Marina waters. Tenant is responsible for any damage caused by wakes from its Vessel's operation. Only bona fide [tenders] which normally reside aboard or are normally towed may be tied alongside or astern of the Vessel, but tenders may not protrude beyond the limits of the slip. Tenders may not be left alone or unattended for any period without permission of the Marina Director of designated staff.

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10) The Tenant shall comply with any and all applicable maritime laws, statutes, codes/ordinances, laws, rules and regulations of the Town, the state of Florida, and the United States, as well as any rules by any state, federal or local governmental agency or regulatory authority.

11) Refuse, garbage, oil, spirits, inflammables and oily bilges, hazardous materials, and other similar substances shall not be discharged into the Marina waters. Should this occur, the Tenant shall be subject to such fines, or such other civil and criminal penalties as may be imposed by the Town and/or any other governmental authorities with jurisdiction. The Tenant and/or any other person on the Vessel illegally discharging, shall be jointly and severally liable for all civil fines and penalties and for the entire cost of remediation and clean up of any hazardous or prohibited materials at the Marina or emanating from the Marina, or onto adjacent waters and lands, as a result of the release of hazardous or prohibited materials. The Tenant agrees to pay the Town's reasonable fees for Town staff, or its agents' labor and materials to administer first responder clean up actions. The Tenant's compliance with such laws and regulations shall include any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any hazardous material, or otherwise regulating or providing for the protection of the environment.

12) The Town is authorized to move or request the Tenant to move the Vessel at any time should the Town determine, in its sole judgment that the Town needs to make repairs to or within the Marina, is necessary for any Marina operations, or for any other reason the Town deems necessary to the safe and efficient operation of its Marina. In such event, the Town shall not be deemed or construed to be a bailee of the Vessel, or to have otherwise taken the Vessel into its care, custody and control. Tenant hereby acknowledges and agrees that in such instances the Town's movement of the Vessel is at all times for the convenience of the Tenant, for the safety of the Vessel, the safety of other vessels, or for the efficient or safe operation of the Marina. The Town is authorized to move vessels within the Marina without any liability on the part of the Town, regardless of the cause, specifically including, but not limited to, the negligence of the Town and/or its agents, servants or employees. Should it become necessary for the Town to move the Vessel, the Tenant agrees to pay the Town's administrative fees, or any contractor or towing fees incurred by the Town.

13) The Tenant shall be solely responsible for maintaining the Vessel in a safe condition and for properly securing the Vessel so that the Vessel can sustain tides, winds and other elements and conditions. The Tenant shall be liable for any and all personal injuries, deaths, or other damages caused to persons, Vessels, personal and other property, piers, docks and Town property caused by the Tenant and/or the Tenant's Vessel. The Town disclaims all liability to the Tenant and/or the Tenant's guests, invitees, employees, agents and contractors, insurers or underwriters, and/or third persons, for damages and/or losses from any cause whatsoever, specifically including the negligence of the Town, its agents, servants and/or employees and those caused directly or indirectly by the Tenant. This paragraph and any other disclaimer of liability contained herein

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shall be deemed to also absolve the Town's elected and appointed officers, agents, employees and representatives from liability.

14) The Tenant, the Tenant's heirs, successors and assigns hereby agree to hold the Town harmless and to protect, indemnify and defend the Town and its elected and appointed officers, employees, agents from and against, any and all claims, losses, liabilities, penalties, fines, or damages of any kind for personal injury, loss of life, property damage or other losses caused by or as a direct or indirect result of any acts and/or omissions of the Tenant, and/or the Tenant's employees, invitees, guests, agents, trespassers, animals, and specifically including the negligence of the Town, its elected and appointed officers, agents and employees, or by reason of any other matter or occurrence, including but not limited to, the violation of environmental laws, laws pertaining to hazardous materials or any illegal discharge into the Marina waters, hurricanes, storms, terrorist acts, war, fire, theft, vandalism, collision, and from water, wind, weather and its effects.

15) Regardless of the dockage term as set forth in paragraph 4 above, the charges for dockage and such other charges as the Town may establish for its Marina facilities and services shall be valid on a month-to-month basis, and are subject to change by the Marina upon thirty days advance written notice to the Tenant. Notice shall be effective upon mailing.

16) This Agreement is for the leasing of dockage space only. **No bailment relationship between the Tenant and the Town shall be deemed to arise out of this Agreement for any reason.** Keys to the Vessel shall remain in the Tenant's custody and control at all times. If keys or combinations to locks relating to the Vessel are left at the Marina or aboard the Vessel, the Town shall have no responsibility or legal liability for safeguarding the Vessel keys and/or locks, or the Vessel itself, or equipment or personal effects in and upon the Vessel. The retention by the Town or its Marina employees of any keys and/or lock combinations does not constitute an assumption of a bailment relationship.

17) The permanent use of boats for habitation is prohibited within the Marina. Short term habitation on boats may be allowed with the prior written approval of the Marina Director.

18) The Tenant hereby agrees that the Slip assigned to Tenant for dockage shall be used at the Tenant's and the Tenant's guests and invitees sole risk.

19) It is further agreed that even though the Town may, from time to time, provide security guards and/or other security devices and measures, the Town is under no duty or obligation to do so, and the security of the Vessel and its appurtenances and contents is the sole risk and responsibility of the Tenant.

20) The Tenant shall maintain full general liability insurance coverage with minimum limits of liability of **\$500,000.00 for Personal use Vessels and \$1,000,000.00 Commercial use Vessels**, combined single limits, and bodily injury and property damage liability per occurrence. The coverage shall specifically include but not be limited to, premises and operations; broad form property damage; and personal injury. The insurance shall cover all property damage, personal injury or death arising from or connected with, the use of the Marina, Slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees. The insurance policy shall provide that Tenant's insurance shall at all

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times be primary, regardless of whether or not the Town has any collectible insurance. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ or above. PRIOR TO EXECUTION OF THE AGREEMENT, THE TENANT SHALL PROVIDE THE TOWN'S MARINA DIRECTOR WITH A COPY OF THE INSURANCE CERTIFICATE EVIDENCE THAT THE TENANT MAINTAINS COVERAGE IN THE AMOUNTS SPECIFIED AND REQUIRED HEREIN. THE CERTIFICATE SHALL INDICATE THAT THE TOWN IS LISTED AS AN ADDITIONAL INSURED. NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE CERTIFICATE, THE TENANT SHALL PROVIDE TO THE MARINA DIRECTOR EVIDENCE OF RENEWAL, OR A NEW CERTIFICATE EVIDENCING COVERAGE AND INCLUDING THE TOWN AS AN ADDITIONAL INSURED. TENANT SHALL PROVIDE THE MARINA DIRECTOR ANY AMENDMENTS TO ANY CERTIFICATE OF INSURANCE OR NOTICE OF CANCELLATION OF COVERAGE. Should a lapse in the insurance coverage required herein occur during the term of this Agreement, the Tenant agrees to be personally liable for any occurrence outlined in this Agreement including all property damage, personal injury or death arising from or connected with, the use of the Marina, Slip, the Vessel, and the mooring of the Vessel, by Tenant and Tenant's employees, family members, guests, agents, crew, invitees, and permittees.

21) In the event of Tenant's default for non-payment of any rent or charges due under this Agreement, the Tenant authorizes the Town to sell the Vessel at non-judicial sale in accordance with the procedures set forth in Florida Statutes 328.17 (2006), as amended.

22) The Town shall have a lien against the above described Vessel, her appurtenances and contents, for unpaid sums due under this Agreement and for use of dock facilities or services, or damage caused or contributed to or by above Vessel or by Tenant, or his agents, employees and guests, to any dock and property or person of the Marina, its employees and agents. The Town shall have a right to all remedies available to it, both in rem and personal, under both state and federal law, including specifically a federal maritime lien against Vessel as described under the Federal "Maritime Lien Act", 46 U.S.C. 31342, and Rule 9(H), Federal Rules of Civil Procedure. Tenant further consents to appointment of the Town as the substitute custodian in any proceeding commenced by Town hereunder in the U.S. District Court and agrees to pay Town for its services as substitute custodian at a rate not to exceed that customarily paid to the U.S. Marshall for custodial services in such cases.

In the event this indebtedness is turned over to a collection agency the Tenant of said Vessel shall be responsible for all collection fees in addition to principle balances owed and taxes. If the Vessel is arrested through an "In Rem" proceeding the Tenant shall be responsible for all reasonable attorney fees, and costs, including but not limited to, Federal Marshall fees, Substitute Custodial fees, fees, and Court costs and interest.

Tenant agrees to pay all expenses and costs incurred by the Town in enforcing any of the terms and conditions of this Agreement, including, but not limited to, the cost of removal and storage of the Vessel and any reasonable attorney's fees and costs. The parties hereto expressly agree that all legal expenses incurred by Town in the enforcement of rights under this Agreement, including rights to liens, maritime, possessory and otherwise, shall be paid by Tenant and may be included, at Town's option in the amount of any lien, state or federal, which Town may have against

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Tenant or Vessel. Further, in the event that Town, at the expense or implied request of the Tenant, written or oral, furnished, in addition to the use of space contracted for hereunder any supplies, including fuel, maritime hardware, accessories or other goods or materials, or performs services of any sort whatever, including repairs relating directly or indirectly to said Vessel, or for the benefit of the Town a lien under state and federal law, including, specifically a federal maritime lien in the amount of said charges to the fullest extent permitted by law, and shall also entitle the Town to all remedies available under state or federal law. All reasonable legal fees incurred by Town in obtaining payment and said charges, including legal fees incurred by Town in obtaining payment of said charges, including legal fees incurred in any lien action, shall be paid by Tenant and shall be treated in the same manner as above provided legal expenses incurred by Marina in enforcing rights to recover unpaid rental fees.

23) In the event that the Town is required to enforce the terms of this Agreement in other than litigation proceedings, such as to collect any charges, including past due charges, the Town shall be entitled to recover the attorney's fees and costs it incurs in connection therewith. In the event of litigation regarding the Agreement, the prevailing party shall be entitled to recover its attorney fees and costs, through the appellate levels.

24) The Town makes no warranties or representations, express or implied, concerning access to and from its docks and Marina areas, nor does the Town warrant that the waters within the confines of its docks and the Marina are free and clear of underwater obstructions or navigational hazards. All ingress and egress to the Marina, and within the Marina, including the Tenant's Slip is at Tenant's assumed risk. In addition, the Town makes no warranties, express or implied, concerning the Town's services, property or facilities at the Marina.

25) Tenant acknowledges and agrees that the Town shall have the right to terminate all rights under this Agreement upon written notice to the Tenant, should the Tenant violate any term of this Agreement, or applicable laws. In the event that Tenant's rights under this Agreement are terminated, Tenant shall not be entitled to a return of any prepaid rent. If the Tenant fails to remove the Vessel after the expiration of the Term, or pursuant to the termination of this Agreement, or if the Town determines the Tenant's Vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, the Tenant by execution of the Agreement authorizes the Town to remove the Vessel, without liability for any damage or loss incurred as a result of such removal, and to store the Vessel and other property removed at the sole cost of the Tenant, including all reasonable attorney's fees incurred in connection with the removal and storage of the Vessel and other property. Tenant agrees the Town shall have the right, but not the obligation to salvage and/or remove any Vessel which the Town reasonably determines to have been abandoned. Further, the Town may recover its costs and record a lien to secure any costs or past rent due and owing to the Town against the Tenant's real property. In addition, the Tenant shall be liable to the Town, in addition to any and all other charges due hereunder, for double the rental payment due hereunder, until the Vessel is removed and all related charges are paid in full to the Marina.

26) This Agreement and the terms and conditions herein may be changed only by an instrument in writing that is signed by the authorized representatives of the Town and the Tenant. Tenant acknowledges and agrees that the Town reserves the right to amend, supplement and/or restate from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Town.

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27) Tenant shall notify the Marina by communication to the Marina Director's Office, either by written or electronic communication when guests, contractors, or workers are permitted to use, board, or occupy the Vessel without the Tenant being present. Tenant acknowledges and agrees that any work performed on its Vessel by third parties and/or outside contractors shall be limited to the hours of 8:00 AM until 5:00 PM, Monday through Saturday.

28) Noise shall be kept to a minimum at all times. Tenant shall not permit the Vessel to make any noise, emission or other disturbance that is plainly audible to nearby residents. The Tenants, guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise. Rigging shall be secured to prevent slapping. Masts with self-storing sails shall have stoppers.

29) The extent of Vessel repairs and maintenance that may be conducted at the Marina shall be within the sole discretion of the Marina Director. Except for good cause shown, major repairs are not permitted in accord with the Town of Lake Park, Code of Ordinances, Section 75-85. No painting is permitted on docks or piers. Spray painting of any type or nature is not permitted in the Marina. Maintenance carried out by the Tenant shall be limited only to those activities that do not cause harm, noise, or accumulation of debris to the property of the Marina. No modification or alteration of any kind of Slip area by the Tenant is permitted and any such activity is cause for immediate termination of this Agreement. No outside contractors of any type are permitted to work on any Vessels docked at the Marina without the express written authorization of the Marina Director. All contractors working in the Marina shall be licensed, insured and bonded, and satisfactory proof of licensure, bonding, and insurance, shall be provided to the Marina Director before any work is commenced. All insurance policies shall provide that the Town is an additional insured for purposes of the operations of the contractor on the premises of the Marina.

30) Walkways and finger piers shall be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords shall not cross piers or walkways. Charcoal fires are strictly prohibited on all Vessels, dinghies, tenders, inflatable boats, boats, piers and docks. Bait freezers, fish boxes and coolers are not allowed to be stored on walkways, docks or finger piers. Tenant shall acquire or install a dock box unless it is approved in advance by the Marina Director. Tenant hereby authorizes the Marina Director or his designee to remove any unauthorized items.

31) The washing and drying of laundry on finger piers, walkways, decks, rigging or any other location in the Marina or on the Vessel which is visible to the public is prohibited. The finger piers between slips are for the use of Vessels on each side of the finger pier. The Marina Director may require the removal or relocation of private gangways and in no event will a single gangway be allowed to block another Tenant's access to its Vessel.

32) The Tenant shall maintain the Vessel in "ship's shape" at all times, and shall not allow the Vessel to become unsightly, dilapidated or reflect unfavorably upon the appearance standards of the Marina. The decks of all Vessels moored at the Marina shall be kept free and clear of debris, bottles, laundry, papers, trash and unsightly materials at all times.

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33) Advertising for charter Vessels moored at the Marina is permitted. Other than charter opportunities the solicitation of employment, business, and the sale of merchandise or distribution of printed materials at or upon the Marina premises is not permitted.

34) Any violation of the terms and conditions contained herein, or any, disorder, indecorous conduct whether by the Tenant, and/or the Tenant's invitees, guests, agents, contractors or other representatives, as determined by the Marina Director in his sole discretion shall be sufficient cause for the immediate termination of this Agreement without liability to the Town. Upon termination of the Agreement, the Town may cause the immediate removal of the Vessel.

35) SEVERE WEATHER AND OTHER EMERGENCIES: The Town expects Tenant to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical depressions or storms, or hurricanes and Tenant warrants such arrangements have or will be made. Tenant may not assume that Marina or its premises will be safe, sheltered anchorage during such period. In the event of impending severe weather, as described above, or other emergency conditions as determined by the Marina Director or the Town, in its sole discretion, reserves the right to move or evacuate the Vessel, or take such other actions as the Town or Marina Director deem appropriate at Tenant's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY THE TOWN, OR THE MARINA DIRECTOR, AND THE TOWN SHALL NOT BE DEEMED A BALEE OF THE VESSEL. Tenant agrees to reimburse Town for any and all cost it incurs on Tenant's behalf in emergency situations.

NOTICE TO VESSEL OWNERS: The Town hereby informs you in the event you fail to remove your Vessel from the Marina promptly after the issuance of a tropical storm warning or hurricane watch for south Florida, from Cape Canaveral through the Florida Keys, in accordance with Florida State Statute Section 327.59, the Town, its employees or agents is authorized to remove your Vessel, provided the Town determines it can reasonably do so from its Slip or Slips or to take any reasonable actions deemed appropriate by the Town, its employees or agents in order to secure Tenant's Vessel and to protect Marina property, private property, and the environment. Tenant further notified that you may be charged with a reasonable fee for labor and materials or any fees associated with any such action. The Town shall have no liability for damage to property or person resulting from these actions.

36) If Tenant shall hold over or fail to remove his Vessel after the expiration of the Agreement, the Town may at its option deem the Agreement to be automatically renew for a like term. If the Town elects not to renew this Agreement, Tenant after delivery of notice to the Town, be liable to the Marina, in addition to any and all other amounts due hereunder, for double the dockage amount due hereunder until the Vessel is removed as well as the cost and expenses incurred by Marina in removing the Vessel, including, but not limited to reasonable attorney's fees and costs.

37) Notices pursuant to this Agreement shall be served on Tenant at the address listed in this Agreement by hand delivery, email, facsimile, or First Class Mail, or may be posted on Tenant's Vessel.

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38) The Town through the Marina Director may require the Tenant to relocate the Tenant's vessel(s) to an alternate slip location for special events with 30 days' advance notification specifying the approximate dates for relocating the Vessels(s).

39) Tenants who sign an annual, seasonal or monthly Agreement and who fail to remain in the Marina for the entire term of their Agreement shall have their invoices recalculated to the highest appropriate rate. The recalculated rate shall be: the difference between the annual rate adjusted to the monthly rate; or, the seasonal rate adjusted to the monthly rate; or, the monthly rate adjusted to the daily rate, beginning from the commencement date of the Agreement.

I HAVE READ THE TERMS SET FORTH IN THIS AGREEMENT AND UNDERSTAND ALL RULES AND REGULATIONS. I AM ACTING AS TENANT OR HAVE BEEN AUTHORIZED BY THE TENANT TO ENTER INTO THIS AGREEMENT. I UNDERSTAND THAT THE TOWN OF LAKE PARK SHALL HAVE A LIEN UNDER BOTH STATE AND FEDERAL LAW, INCLUDING SPECIFICALLY A FEDERAL MARITIME LIEN AGAINST THE VESSEL WHICH IS THE SUBJECT OF THIS AGREEMENT FOR ALL UNPAID CHARGES AND I HEREBY GIVE PERMISSION FOR THE TOWN OF LAKE PARK TO HOLD THE VESSEL BY ANY MEANS NECESSARY UNTIL SUCH CHARGES ARE PAID IN FULL.

IN WITNESS THEREOF, the parties hereto have affixed their signatures on the above first written.

TOWN OF LAKE PARK

TENANT

By: _____
Marina Director

By: _____

Date: _____

Date: _____