

License Application
PORTOFINO HARBOUR MARINA
One Portofino Plaza

Clear Lake Shore, TX 77565
Phone: 281-334-6007
Fax: 281-334-6008

SLIP NO. _____

LIVE ABOARD LICENSE: _____

NON-LIVE ABOARD LICENSE: _____

TENANT/OWNER INFORMATION

NAME: _____

Co-Applicant _____

RELATION TO TENANT/OWNER: _____

CELL1: _____ CELL2: _____

RES. ADDRESS: _____ CITY: _____ ST. _____ ZIP: _____

BILLING ADDRESS: _____ CITY: _____ ST. _____ ZIP: _____

E-mail: _____ E-mail: _____

EMPLOYER: _____ Work Phone: _____

24 HR. CONTACT FOR EMERGENCY: _____ PHONE: _____

EMERGENCY CONTACT RELATION TO TENANT/OWNER: _____

VESSEL INFORMATION

ALL Vessels MUST present a photo and Vessels 15 years and older must be visually inspected by Board Member(s)

BOAT NAME: _____ BOAT MFG. & YEAR BUILT: _____

REG. / DOCUMENTATION # _____ TYPE OF VESSEL: _____

PREV. PORT: _____ REASON FOR LEAVING: _____

DRAFT: _____ BEAM: _____ OAL (overall length): _____ *INCLUDING BOW SPRIT, PULPIT, BOARDING STEP, DAVITS (INCLUDING DINGHY) AND/OR OTHER FIXED OBJECTS, SUCH AS SWIM PLATFORMS, ETC.*

VESSEL INSURANCE INFORMATION

INS. COMPANY _____ POLICY NO. _____ EXP. DATE _____

(A CURRENT COPY OF YOUR INSURANCE DECLARATIONS PAGE IS REQUIRED AS PART OF YOUR LICENSE AGREEMENT. PLEASE FURNISH AT TIME OF LICENSE OR HAVE YOUR AGENT FAX TO 281-334-6008 IMMEDIATELY.)

SLIP INFORMATION

MONTHLY RENT \$ _____ SECURITY DEPOSIT \$ _____ KQFD FEE \$7.00 DEP. DATE _____ LICENSE STARTS _____

NO. DAYS PRO RATA: _____ PRO RATA PER DAY \$ _____ TOTAL PRO RATA \$ _____ LIVEBOARD FEE \$ _____
(WILL BE PRORATED TO WHEN YOU MOVE IN)

AUTOMOBILE INFORMATION (ONLY TWO PARKING DECALS PER SLIP)

DECAL # _____

AUTOMAKE _____ MODEL _____ YEAR _____ PLATE# _____

DECAL # _____

AUTOMAKE _____ MODEL _____ YEAR _____ PLATE# _____

NOTICE TO APPLICANT: Customer agrees that marina shall have a security interest in, and a statutory and contractual lien upon my vessel stored at Marina under a Slip License Agreement for the full amount due and any late penalties assessed or electricity usage billed pursuant to this agreement. This lien arises under this contract, under Federal Maritime Laws and under article 5500, Tx. Rev. Civil Stats.

DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES OTHER THAN THOSE TO BE FILLED OUT BY MARINA. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

By _____ Date ____/____/____
MARINA Management Signature (Licensor) Licensee's Signature

**PORTOFINO HARBOUR DOCKOMINIUM OWNERS ASSOC., INC.
(P.H.D.O.A.)
LICENSE FOR DOCKING SPACE**

STATE OF TEXAS

COUNTY OF GALVESTON

1.

This license agreement, hereinafter called the "Agreement," is made and entered into this ____ day of _____, 20____, at One Portofino Plaza, Clear Lake Shores, Galveston County, Texas 77565, by and between Portofino Harbour Dockominium Owners Association, Inc. hereinafter called the "Licensor" or "Marina," and the persons/vessels listed on page one of this Agreement who are jointly referred to hereinafter as the "Licensee."

Licensor hereby licenses to Licensee, docking space Pier _____ Slip____, hereinafter called the "Slip," for vessel hereinafter called the "Vessel" for a month to month term beginning _____, 20____, at the rental rate of \$ _____per month plus a \$ 7.00 KQFD Fee. The rental is to be paid in advance on the first day of each month.

2. DEPOSIT TERMS

Licensee has on _____, 20_____, posted \$_____ as a security deposit for the performance by Licensee of the terms and conditions of this Agreement. Marina may, at its sole option, claim such amounts of the security deposit as are reasonably necessary in Marina's judgment to remedy defaults in the payment of rental and other charges hereunder, to repair damages to docks and/or facilities caused by Licensee or Licensee's guests, and to pay any reasonable attorney's fees incurred by Marina in connection with any default or breach by Licensee. In the event the security deposit shall be applied as provided above, Licensee agrees to deposit with Marina within ten (10) days after written demand from Marina, an amount sufficient to restore the security deposit to its original amount. Failure to do so shall constitute a breach of this Agreement. Upon termination of this Agreement, any remaining portion of the security deposit will be returned to Licensee no later than thirty (30) days following the satisfaction and termination of this Agreement or Licensee's vacating of the Slip, whichever shall occur later. Licensee may not use any portion of the security deposit as payment of rental.

3. INTENT TO VACATE

Licensee is required to send a thirty (30) day written Notice of Intent to Vacate Marina and/or Change in Vessel Ownership prior to vacating. In the event the Vessel changes ownership, the Marina must be notified on the day of the change in ownership and the new owner must sign a new license for docking space should the new owner wish to remain at the Marina. Regardless of Vessel ownership, Licensee remains responsible for all obligations in the Agreement including payment of all rentals that may be due at the time the Slip is vacated or Vessel changes ownership. Licensee's ability to remove the Vessel remains subject to Paragraph 4 of this Agreement. **At Move-out, the security deposit will be processed only after all parking decals have been returned to the Marina office and any 'dinghy dock' has been removed from the premises.** If after thirty (30) days, the parking decals have not been returned, \$25.00 per decal will be deducted by the Marina from the security deposit. If the 'dinghy dock' is not removed after thirty (30) days, \$100.00 will be deducted by the Marina from the security deposit.

4. CONTRACTUAL MARITIME LIEN

LICENSEE AGREES THAT ALL CHARGES ACCRUING UNDER THE TERMS OF THIS CONTRACT SHALL GIVE MARINA AN EXPRESS LIEN FOR NECESSARIES AND MATERIALMAN'S CHARGES UPON LICENSEE'S VESSEL, APPURTENANCES, AND CONTENTS, AND LICENSEE HEREBY GRANTS TO MARINA A SECURITY INTEREST IN SAID VESSEL TO SECURE SAME. NO VESSEL SHALL VACATE MARINA, UNLESS REMOVAL IS AT THE DIRECTION OF THE MARINA, UNTIL ALL CHARGES ACCRUED UNDER THIS AGREEMENT ARE FULLY PAID. MARINA IS GRANTED THE RIGHT TO SECURE OR REMOVE SUCH VESSEL FROM THE MARINA UNTIL ALL CHARGES ARE PAID IN FULL. IF THE LICENSEE FAILS TO PAY THE FULL AMOUNT OF DELINQUENT CHARGES OWED TO THE MARINA WITHIN 30 DAYS OF THE DATE SAID AMOUNTS ARE DUE, THE MARINA SHALL HAVE THE RIGHT TO RESORT TO ALL RIGHTS AND REMEDIES GRANTED UNDER LAW, INCLUDING BUT NOT LIMITED TO, THE RIGHT OF SEIZURE AND PUBLIC SALE OF THE VESSEL TO SATISFY ALL DELINQUENT CHARGES. The Licensee agrees that should the above conditions arise, that the Marina will in no way be held liable or responsible for any loss, damage, or deterioration of or to said Vessel of Licensee due to this removal and/or sale of the Vessel at public auction. The Licensee also agrees to be liable for all costs incurred by the Marina in the removal, storage, or public sale of said Vessel. In the event of charges thirty (30) days past due, Licensee does hereby authorize Marina, at its option, to declare the Agreement terminated and without legal process and without prejudice to the legal rights of the Licensee, to take possession of the Vessel, her equipment, tackle, apparel, and furniture as security for any debts which may be due, including, but not limited to, past due rentals, storage, repairs, damage to docks or facilities, environmental cleanup costs, repossession expenses, preparation for sale, and effecting said sale.

5. ATTORNEY'S FEES

Licensee agrees to pay attorney's fees and other costs incurred by Marina for the collection of any unpaid account due, including, but not limited to, past due rentals, storage, repairs, impoundment, transport, damage to docks or facilities, environmental cleanup costs, repossession expenses, and fees associated with the sale of the Vessel.

6. REMOVAL OF PROPERTY

Marina reserves the right and Licensee agrees that Marina shall have the right to remove, relocate, or store the Vessel, without notice of any kind, in the event of an emergency which Marina believes poses an immediate threat to persons, property, or public health. Marina reserves the right to require Licensee to remove or relocate the Vessel from the Slip upon thirty (30) days' notice to Licensee and Licensee agrees to remove or relocate the Vessel in accordance with such notice. LICENSEE GRANTS MARINA, ITS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AS WELL AS THIRD PARTY CONTRACTORS, THE RIGHT TO REMOVE, RELOCATE OR STORE LICENSEE'S VESSEL IN THE EVENT OF AN EMERGENCY, AND LICENSEE AGREES TO PAY ALL REASONABLE AND NECESSARY COSTS INCURRED IN MOVING, RELOCATING, STORING, OR DOCKING LICENSEE'S VESSEL. LICENSEE AGREES TO HOLD HARMLESS MARINA, ITS AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS, AS WELL AS THIRD PARTY CONTRACTORS FOR ANY INJURY TO ANY PERSON OR PERSONS, OR LOSS OR DAMAGE TO ANY PROPERTY OCCASIONED BY THE NEGLIGENCE OR FAULT OF MARINA, ITS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, AS WELL AS THIRD PARTY CONTRACTORS WHILE IN THE PROCESS OF REMOVING, RELOCATING, OR STORING THE VESSEL. LICENSEE AGREES TO RELEASE MARINA, ITS AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS, AS WELL AS THIRD PARTY CONTRACTORS FROM ANY LIABILITY FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM MOVING OR RELOCATING LICENSEE'S VESSEL OR PROPERTY.

7. INSURANCE

Marina shall not be liable for damage to Licensee's Vessel while it is moored in the Marina, including, but not limited to, damage arising from acts of God and acts of third persons. Licensee agrees to maintain at its expense, at all times during the terms of this Agreement, full general liability insurance including premises liability coverage, in an amount not less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) and public liability insurance of One Hundred Thousand Dollars and No/100 (\$100,000.00) single limit bodily injury. Licensee shall furnish Marina with a copy of the Licensee's current policy. Licensee agrees to insure its contractual liabilities herein.

8. TERMINATION

- A. **Automatic Termination.** Should the Marina or any essential part thereof, be completely destroyed by fire, storm, or other casualty or become wholly unusable for any reason, the Agreement shall immediately terminate.
- B. **At the Option of Licensee/Marina.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice if any of the following occurs: (1) partial destruction of the Marina; (2) Licensee fails to pay any rents or charges due under this Agreement within thirty (30) days of date due; (3) either party violates any of the terms or conditions of this Agreement or Portofino Rules and Regulations in Attachment A or fails to perform any of its obligations hereunder; (4) Licensee becomes bankrupt or makes a voluntary assignment for the benefit of creditors; (5) a receiver is appointed for Licensee; or (6) Licensee sells the Vessel.

9. SUBLEASING AND ASSIGNMENT

Licensee shall have no right to sublease, assign, or otherwise transfer the license granted by this Agreement or any interest it has in said license. Licensee will notify Marina of any extended slip vacancy of one week or more, and Licensee hereby grants permission to the Marina to use the Slip during said vacancy.

10. ADMITTANCE

Admittance to the Marina is restricted to the Marina's owners, Licensees, their guests and approved contractors. Contractors are admitted subject to Paragraph 16 of this Agreement.

11. INDEMNITY

MARINA SHALL NOT BE LIABLE TO LICENSEE OR TO LICENSEE'S GUESTS OR INVITEES, AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS MARINA, ITS AGENTS, EMPLOYEES, SUCCESSORS, AND ASSIGNS AS WELL AS THIRD PARTY CONTRACTORS FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, DEMANDS, AND LIABILITY OF EVERY KIND INCLUDING, BUT NOT LIMITED TO (A) ANY LOSS OR DAMAGE TO PROPERTY OR ANY INJURY OR DEATH TO ANY PERSON(S) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR OCCUPANCY OF THE

PREMISES BY THE VESSEL, LICENSEE, OR LICENSEE'S GUESTS OR INVITEES, OR ARISING FROM IMPROPER CONSTRUCTION OR DISREPAIR OF THE PREMISES OR THE COMMON AREA OR ANY APPURTENANCE THEREOF, WHETHER SUCH CONSTRUCTION FAILURE OR DISREPAIR EXISTS NOW OR OCCURS OR APPEARS AFTER THE DATE OF THIS AGREEMENT, (B) ANY ENVIRONMENTAL DAMAGE CAUSED BY A DISCHARGE, WHETHER VOLUNTARY OR ACCIDENTAL, OF HAZARDOUS MATERIAL FROM LICENSEE'S VESSEL, OR (C) ANY INJURY TO PERSON(S) OR LOSS OR DAMAGE TO ANY PROPERTY INCURRED IN MOVING LICENSEE'S VESSEL AS PROVIDED IN PARAGRAPH SIX. LICENSEE ACCEPTS THE PREMISES AS SUITABLE FOR THE PURPOSES FOR WHICH THE LICENSE HEREIN IS GRANTED. THE PARTIES HERETO AGREE THAT MARINA SHALL NOT BE RESPONSIBLE FOR SECURITY OF THE PREMISES AND THE PROPERTY OF LICENSEE STORED THEREON, INCLUDING THE VESSEL, AND LICENSEE RELEASES MARINA FROM ALL LIABILITY FOR ANY LOSS, THEFT OR DAMAGE TO ANY PROPERTY STORED IN OR ABOUT THE PREMISES, OCCASIONED BY ANY CAUSE WHATSOEVER, UNLESS CAUSED SOLELY BY THE GROSS NEGLIGENCE OF MARINA.

IT IS THE EXPRESS INTENTION OF BOTH MARINA AND LICENSEE, THAT THE INDEMNITY PROVIDED FOR IN THIS PROVISION INCLUDES INDEMNITY BY LICENSEE OF MARINA TO INDEMNIFY AND PROTECT MARINA FROM THE CONSEQUENCES OF MARINA'S OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGES.

12. MOORING VESSEL

Licensee shall be responsible for the proper mooring or fastening of the Vessel. The Marina shall bear no responsibility for securing the Vessel in anticipation of any named tropical storm or hurricane. Proper mooring includes, but is not limited to, any and all necessary securing of the Vessel in anticipation of hurricanes, tropical storms, or other inclement weather. Licensee's failure to properly moor and secure the Vessel may result in claims against the Licensee for damage to the Marina, the docks, and other third party property or vessels.

13. HOUSEKEEPING

Licensee agrees to store dinghies and all other personal property aboard his Vessel, and not on piers, docks or bulkheads. Licensee will place all trash in the receptacles provided for that purpose and will keep docks, piers, and bulkheads clear from obstruction caused by Licensee's property. Fishing is not allowed within the Marina except as stated in Attachment A, Portofino Harbour Rules and Regulations

14. VESSEL OPERATION

Licensee and Licensee's guests shall follow the rules of safe boating within the Marina and shall operate boats so as not to create any disturbing wake. Licensee is liable for any wake damage caused by Vessel or any other watercraft under their control at the time the wake damage occurs. Licensee agrees to abide by all state and federal rules and regulations related to maintaining clean waters, navigation, and safe boating.

15. COMMERCIAL ACTIVITIES

Licensee understands that the Marina is a private concern, and therefore, Licensee hereby agrees to refrain from any commercial action on the Marina premises. "For Sale" signs may be displayed on the Vessel by Licensee. However no "For Sale" signs or notices of any kind may be posted on pilings, docks, or any structure in the Marina. Licensee will not operate boat rentals, charter parties, or any commercial endeavor from the Marina without prior written approval from the Marina.

16. REPAIRS AND MAINTENANCE

All vessels kept at the Marina must be able to make sea within fifteen (15) hours under their own power. Licensee may not perform major repairs or maintenance on the Vessel while the Vessel is moored within the Marina. Any major repair or maintenance performed by Licensee must be performed outside the Marina premises. The Marina shall require that any outside mechanics, craftsmen, detailers, or any other persons performing any work on Licensee's Vessel while in or on the Marina premises must first check in with the Marina office and present Marina with copies of workman's compensation and liability insurance. Marina may stop repairs or maintenance at any time for safety, liability, or nuisance concerns.

17. WASTE

The use of marine heads with overboard discharge is strictly prohibited within the area of the Marina. There will be no overboard discharge of any kind of fuel, paint, oil, bilge water, or any substance that could pollute or affect the water in the Marina. Licensee shall comply will all local, state, and federal environmental rules and regulations.

18. PAYMENT TERMS

All rental payments are due and payable on the first day of each month and become past due on the tenth day of the month. **All bills outstanding on the eleventh day of the month will begin accruing late fee at the rate of \$5.00 a day. These fees will continue to accrue until any outstanding invoices are paid in full.** When an account is over thirty (30) days in arrears, Marina shall have the option of (A) securing the Vessel, filing a lien upon the Vessel and **charging Licensee \$100.00 to secure the Vessel**, and/or (B) terminating Licensee's license and removing Licensee's Vessel from its slip pursuant to Paragraph 6 of the Agreement. Utilities will be billed monthly based on actual meter usage. The fees provided herein, liveaboard fees, and all other fees may be superseded by a current Published Rate Sheet and/or Rental Payment Policy.

19. TEXAS LAW CONTROLS

This License Agreement shall be governed by the laws of the State of Texas and is performable entirely in Galveston County, Texas and venue shall be in said county. This Agreement, along with Attachment A "Portofino Harbour Rules and Regulations," as modified from time to time and the published rate sheet/rental payment policies is the sole and only agreement in effect between the parties and no other representation or warranty has been made by either party that is not contained in this agreement. This Agreement may only be amended in writing with the signatures of each party on such amendment.

20. ATTACHMENT A

Licensee shall adhere to rules and regulations as set forth in Attachment A "Portofino Harbour Rules and Regulations." Any consistent or willful violation of these rules and agreements shall result in termination of the Agreement, exclusion from the Marina, and forfeiture of slip rental fees and security deposit.

21. NOTICE

Licensee agrees that any notice to be given by Marina may be given by mailing the notice via certified mail/return receipt requested to Licensee at the address on page one of this agreement. Licensee agrees to notify Marina within thirty (30) days of any new mailing address or changes in personal, business, or cell phone numbers.

IN WITNESS WHEREOF, the undersigned Licensor/Marina and Licensee execute the agreement as of the day and year written above.

LICENSEE

LICENSOR
PORTOFINO HARBOUR
One Portofino Plaza
Clear Lake Shores, Texas 77565
(281) 334-6007 (281) 334-6008 FAX