



Etchells Jaguar Cup Series 2008

Greetings Etchells Racers!

Welcome to **Shake-A-Leg Miami**, your Gateway to Biscayne Bay! We are thrilled to host your class at our center for the 2008 Jaguar Cup Racing Series. As one of the largest Community watersports centers, your support enables Shake-A-Leg Miami to offer hundreds of community members, adults and youth with disabilities and disadvantaged youth, the opportunity to experience the magic of Biscayne Bay!

Please read below as it outlines some important details about your boat storage with Shake-A-Leg Miami. Shake-A-Leg Miami operates 7 days a week year round, so you will have a chance to witness some of the excitement at our center and around our docks during your stay.

Boat Storage:

A storage fee of **\$11/foot per month** (or any part thereof) will be charged for boat and trailer storage at Shake-A-Leg Miami prior to, during, or following the 2007-08 Etchells Jaguar Cup Regatta(s). Weekly storage is available at a rate of \$100 per week for Etchells. (Any fraction of a week constitutes an entire week's rate.)

****Upon completion of the Etchells 2008 Jaguar Cup Series Regatta(s), boats intending to remain at Shake-A-Leg Miami after March 16th, MUST make special arrangements with Shake-A-Leg Miami management.**

Membership:

We ask that each boat owner become a member of our Membership Club. Membership starts as low as \$50/year with higher levels offering special discounts on classes and programs. Membership offers a variety of benefits at our center, including access to our building, special invitations to events and programs, member rates on merchandise and discounts at local vendors in the Coconut Grove area.

Yard Storage Contract:

Attached you will find a Yard Storage Contract. This agreement outlines all information regarding storing your vessel at our center. Please read the information, fill out the contract, and either fax to (305) 858-6262, e-mail, or "snail mail" it to Shake-A-Leg Miami, 2620 South Bayshore Drive, Miami, FL 33133 to reserve your spot.

Payment:

Payment is due one month in advance for monthly storage and one week in advance for weekly storage plans.

QUESTIONS ???:

Contact: Bianca Caviglia

(305) 858-5550 ext 108 Bianca@shakealegmiami.org



Boat Storage Contract - Terms & Conditions

PAYMENT TERMS:

Monthly Storage: Payment is due one month in advance. ****Note: Owner will be responsible for the entire month payment if the vessel is staying ten days or more in any given month.**
(Ex. Payment is due September 1st for month of September.)

Weekly Storage: Available at the rate of \$100 per week where any fraction of a week constitutes a full week's charge. Payment is due a week in advance.

Should the OWNER default on the payment of fees due under this agreement, or if the OWNER violates any of the terms and conditions of this agreement, then the entire amount of the fees due to be paid by the OWNER during the term of this agreement shall become due at once and are payable to SALM. Should the OWNER default in the payment of fees due under this agreement, or should the OWNER breach any of the terms and conditions of this agreement, then SALM reserves the right, at its discretion, to remove the OWNER's vessel from SALM. So long as SALM uses all reasonable precautions in removing the OWNER's vessel, SALM shall incur no liability whatsoever to the OWNER in connection with removing said vessel. Further, the OWNER agrees that SALM may place upon the vessel, its contents, appurtenances and equipment, all maritime liens of whatever nature for non-payment of dockage or other services furnished to the OWNER or the vessel. In the event SALM employs counsel to collect any fees due under this agreement, or otherwise enforces the terms of this agreement or forecloses on a maritime lien, the OWNER agrees to pay SALM all collection costs, including reasonable attorney's fees and the cost of any legal action, should any such action be initiated.

The remedies provided in Florida Statutes 328.17 for the non-judicial sale of a vessel for non-payment of dockage fees are specifically included and incorporated in this Agreement as an additional remedy. The OWNER agrees to be notified at either the above home address or business address specified by the Owner in this agreement in connection with the notice as required under F.S. 328.17.

It is understood and agreed by the parties here involved, that this agreement shall be effective and shall continue for the term indicated above. In the event the term of this agreement expires and the vessel remains at SALM without a new agreement, then the parties hereby agree that this agreement shall be considered as being in full force and the new rate will be the prevailing **transient dockage rate (amounting to \$50/day)**. SALM reserves the right to change storage rates and the right to terminate this agreement by giving 30 days notice. The OWNER hereby agrees to comply with that request by the date specified. Any notification to the OWNER, pursuant to any of the provisions of this agreement, shall be deemed sufficient if sent by mail to the above mailing address.

OWNER'S INITIALS _____

LATE FEES:

A LATE PAYMENT FEE OF \$5.00 PER DAY WILL BE CHARGED FOR EVERY DAY THAT THE OWNER DOES NOT PAY THE FEE IN FULL BY THE 5TH DAY OF THE MONTH. THIS LATE PAYMENT FEE WILL BE RETROACTIVE TO THE FIRST DAY OF THE MONTH IN WHICH THE LICENSE FEE IS DUE.

I do hereby authorize SALM to charge my credit card account any and all charges incurred by the vessel or by myself pursuant to this agreement. In the event I do not pay the charges billed by the 5th day of the next month, I acknowledge having executed a credit card payment implementing this provision.

OWNER'S INITIALS _____

OPERATING HOURS:

SALM is open for business seven (7) days a week, but reserves the right to set business hours with regard to seasonal changes in daylight and existing weather conditions. SALM will be closed all day on Christmas, New Year's Day, Easter and Thanksgiving. SALM will not be liable for any acts beyond its control including any failure of SALM's equipment that make it difficult for the OWNER to access or use his/her vessel.



VESSEL RESPONSIBILITY:

It is understood and agreed that this license agreement does not constitute a bailment. The OWNER retains and has the exclusive care, custody and control of the vessel and its contents at all times, and the OWNER is solely responsible for the vessel, its contents and the maintenance of the vessel. The OWNER acknowledges that SALM assumes no responsibility or liability for the safe dockage and maintenance of the OWNER's vessel. The OWNER is solely responsible for the maintenance and tie-up of the vessel. The OWNER shall be responsible for the proper operating condition of the vessel's equipment and for the size and condition of the dock lines. The OWNER agrees to be liable for any damages caused to SALM docks, pilings, or any other damages caused to SALM by the OWNER or the OWNER's vessel. The OWNER acknowledges that he is solely responsible for preventing the entry of unauthorized persons onto his/her vessel. While SALM may make reasonable efforts to control the entry of unauthorized persons onto the SALM docks, the OWNER understands and agrees that SALM does not assure that unauthorized persons will not board his/her vessel and, accordingly, the OWNER is solely responsible for the security of his/her vessel.

OWNER'S INITIALS _____

VESSEL/LIABILITY INSURANCE:

SALM shall not be liable for any damage or loss whether from theft, negligence, flood, act of God or other damage to any vessel, person or property. The OWNER guarantees SALM that the vessel is fully covered for hull, casualty and property damage; that the vessel has adequate liability insurance; and that the vessel shall remain so covered during the term of this license agreement. OWNER will furnish a copy of a valid insurance certificate to SALM for their records. SALM shall be entitled to assume that such insurance is provided and SALM shall not be required to examine policies to this effect, although such policy or policies shall be produced by the OWNER for examination upon SALM's request. The OWNER hereby indemnifies and holds SALM harmless against any loss, suit, damage or claim to or on behalf of any person including the OWNER and the vessel which arises out of the use of the docks or other SALM facilities, whether or not such loss, suit, damage or claim is based upon negligence of SALM or any other party. The OWNER acknowledges and represents that, in consideration of the execution of this license agreement and as a material term hereof, the OWNER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against SALM, its agents or employees, to any third parties, including insurers or underwriters. The OWNER acknowledges that any such subrogation or assignment shall be deemed null and void.

Any dispute, controversy or claim arising from or relating to this contract or the breach of this contract, termination or invalidation thereof, shall be settled by arbitration in accordance with the Rules of Procedure of the Miami Maritime Arbitration Council in effect at the commencement of arbitration. The award shall be final and shall be enforceable by any Court having jurisdiction.

This license shall allow the OWNER to use the specific slip designated herein for the limited purposes set forth in this license agreement as long as the OWNER abides by all terms and conditions of this agreement. Under no circumstances are any alterations or modifications to be made by the OWNER to the slip or to any other part of the SALM facility. This license is not assignable. Any attempt to assign this license or any rights arising under this license agreement is void. The OWNER agrees that SALM may assign the OWNER's vessel to a slip other than the specific slip designated in this agreement with due notice to the OWNER. The OWNER agrees to move his/her vessel at his/her expense.

OWNER'S INITIALS _____

SITE REGULATIONS:

The OWNER has been informed of the firefighting, first aid and security provisions and equipment available at SALM. The OWNER hereby acknowledges same as being sufficient reasonable and adequate and the OWNER hereby agrees to and does hereby hold SALM harmless from any failure or insufficiency of said provisions and equipment. The OWNER holds harmless, indemnifies and releases SALM from any and all liability, loss, claim or damages to any property, person or persons occurring at SALM. The OWNER does hold harmless, indemnifies and releases SALM from any and all liability, loss, damage, or claim to property or life arising out of fire, or any other casualty, theft or vandalism, at SALM, even if such loss, damage or claim results from SALM's negligence, including but not limited to SALM's failure to have additional firefighting, first aid and security provisions or equipment. The OWNER is entering into this license agreement with full knowledge and acceptance of the limitations of SALM's firefighting, first aid, security and other such provisions and equipment.



USE OF DAVIT OR BOAT RAMP:

The owner understands that use of the Davit (crane) or Boat Ramp may only be used under supervision of approved SALM Staff (Watersports Director, Watersports Manager, Dockmaster, Maintenance Staff, or Facility Manager) during normal operating hours of SALM. The owner must be present while launching or retrieving is in process and agrees not to hold any of the above mentioned parties responsible for damage to the vessel in the act of launching or removing it from the water.

The OWNER holds harmless, indemnifies and releases SALM from any and all liability, loss, damage or claim to property or life due to temporary loss of services, i.e., water, electrical, use of equipment while under repair, or malfunctioning of equipment.

OWNER'S INITIALS _____

VESSEL REMOVAL FOR HEAVY WEATHER OR SPECIAL EVENTS TERMS:

In the event of an oncoming HEAVY WEATHER or SPECIAL EVENTS to be held at SALM, the OWNER is responsible for removing his boat and taking it to another location if determined by SALM Management. SALM will notify the owner one month prior to needing the removal for special occasions.

OWNER'S INITIALS _____

No modifications to this agreement shall be enforceable unless in writing and signed by an authorized agent of SALM. SALM's failure to require strict performance of this agreement, or, SALM's waiver of any condition, shall not be deemed a future waiver of SALM's condition or of any rights under this agreement.

In the event any portion of this agreement shall be deemed to be in violation of any law of the State of Florida or of the United States, or to be otherwise invalid, said portion and said portion only shall be null and void and will be severed from the agreement and the balance of this agreement shall remain in full force and effect.

All remedies provided in this agreement are cumulative and not exclusive. Exclusive venue for any action arising out of this agreement, or any alleged breach thereof, or any action in any way tangential to the relationship arising under this agreement shall be presented to a court of competent jurisdiction in Miami/Dade County, Florida.

Attached hereto are certain dockage rules and procedures which form a part of this license agreement and which the OWNER agrees will be observed by the OWNER, his guests, agents, passengers and employees. The rules and procedures are incorporated herein as though they were fully set forth herein. SALM reserves the right to alter, amend and modify these rules and procedures at any time by posting a notice as long as such alteration, amendment or modification is reasonable. Any breach of this agreement or any violation of posted rules and regulations shall be grounds for the termination of this license agreement. SALM shall have the right to remove the OWNER's vessel from SALM at the OWNER's expense. SALM may retake possession of the slip or other mooring space.

If the person signing this agreement is not the OWNER, such person who is signing for or on behalf of the OWNER warrants and represents his/her authority to obligate the OWNER and the vessel to the terms of this agreement and by signing here, also agrees to be personally bound by the terms and obligations set forth in this agreement.

THE OWNER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO ABIDE THEREWITH.

Print Name: _____

Signature: _____

Mail or fax to:

Date: _____

**Shake-A-Leg Miami
Att: Bianca Caviglia
2620 S. Bayshore Drive
Miami, FL 33133**

**Fax: 305-858-6262
Ph: (305) 858-5550 ext 108**