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Huntsville, AL 35815

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**BOAT STORAGE LICENSE AGREEMENT**

THIS BOAT STORAGE LICENSE AGREEMENT entered into, as of the “Effective Date” hereof, by and between the Huntsville – Madison County Marina and Port Authority, doing business as Ditto Landing (hereinafter referred to as “Ditto”), and the following described party (hereinafter referred to as “Boater”), as follows:

In consideration of the mutual promises recited herein, the fees paid, and the obligations incurred, the parties agree that Ditto will provide, under the following terms, storage space and such other services described herein for the Boat owned by Boater, and Boater will agree to and comply with the terms of this Agreement.

Boater \_\_\_\_\_  
Boater: \_\_\_\_\_  
Boater: \_\_\_\_\_  
Principal Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Boater Residence Telephone: \_\_\_\_\_  
Boater Business Telephone: \_\_\_\_\_  
Boater Cellular Telephone: \_\_\_\_\_  
Boater E – mail address: \_\_\_\_\_  
\_\_\_\_\_  
Alternative Contact Person: \_\_\_\_\_  
Alternative Contact Telephone: \_\_\_\_\_  
\_\_\_\_\_  
Boat Manufacturer: \_\_\_\_\_  
Boat Model: \_\_\_\_\_  
Boat Length per Ditto measurement: \_\_\_\_\_  
Propulsion: Power \_\_\_\_\_ Other \_\_\_\_\_  
Boat Registration Number: \_\_\_\_\_  
Boat name, if any: \_\_\_\_\_  
Radio call, if any: \_\_\_\_\_

Assigned Storage Space: \_\_\_\_\_  
License Fee for storage: \_\_\_\_\_  
Commencement Date: \_\_\_\_\_  
Initial Expiration Date: \_\_\_\_\_

\$100 wet slip  
Security Deposit received? \_\_\_\_\_  
\$50 dry slip  
Security Deposit received? \_\_\_\_\_  
\$10 Registration Fee received? \_\_\_\_\_  
Insurance Assignment received? \_\_\_\_\_  
Registration copy tendered? \_\_\_\_\_

**1. License.** The parties agree that the terms of this Agreement shall serve as a License by Ditto to Boater, giving Boater permission to store its Boat (one (1) boat) on the Premises operated by Ditto on the terms set forth herein. Any additional boat that Boater may desire to store must be subject to a separate Agreement. Anything to the contrary, including parlanche and conversation, the relationship between Ditto and Boater shall be pursuant to a temporary license, and shall not be construed or designated as a “lease.”

**2. Premises.** The Premises that are the subject of this Agreement are described as the Assigned Storage Space described above. Ditto Landing is a public facility with most areas available for public use. The Agreement shall give Boater, its guests and invitees, certain rights, subject to the Rules and Regulations promulgated by Ditto and the terms herein, to access and use certain other portions of Ditto Landing not available to the general public.

**3. Boater.** Accuracy of Boater’s contact information, stated herein, is important to Ditto for many purposes, including notice during Emergency Situations. Boater shall promptly inform Ditto of any change in its contact information as well as of any change in ownership of the Boat, an event that has consequences under the terms of this Agreement.

**4. Condition of Boat.** The Boat must be properly registered, identified, marked, equipped, and maintained by applicable laws and procedures of safe practice. Boater shall store its Boat in a manner acceptable to Ditto and consistent with reason, safety, and procedures of good seamanship.

**5. Professional Repair of Boat.** Boater acknowledges and agrees that no professional labor services, including for example mechanical, hull, or other work, may occur on the Boat while it is located on Ditto property without prior notice to Ditto and filing of a copy of the professional’s certificate of insurance and business license with Ditto.

**6. Registration of Boat.** Boater shall, within fifteen (15) days of execution of this Agreement and preferably at execution, provide Ditto with a copy of its official Registration of its Boat, fully executed by all parties. Failure to deliver said Registration shall cause Ditto to remove the Boat to the Transient Dock or to such other location

acceptable to Ditto, to cancel this Agreement, claim the Security Deposit, and to assess Boater the applicable rates for storage at the Transient Dock.

**7. Boat Registration Fee.** Upon execution of this Agreement by the parties, Boater shall tender to Ditto the sum of Ten and No / 100 Dollars (\$10.00). Said sum shall pay the costs of a decal for the Boat required by Ditto.

**8. License Fees and other costs.** Boater agrees that it will promptly pay, in accordance with the terms herein, all License Fees and any other costs herein described to Ditto. All License Fees shall be due and payable to Ditto, at the address listed above, on the first (1<sup>st</sup>) day of each month, and shall be delinquent if not paid on the twentieth (20<sup>th</sup>) day of the month. License Fees shall be prorated upon commencement of this Agreement and upon termination, if applicable. License Fees are subject to change by Ditto and are only fixed for the initial term of this Agreement. Changes in the License Fees shall be approved by the Ditto Board.

**9. Late Payment.** For payments due Ditto that are not received in Ditto offices by the twentieth (20<sup>th</sup>) of the month when due, an additional late – payment assessment of \$15.00 for wet slips and \$10.00 for dry storage will be assessed. Such additional assessment shall appear on the next month's bill. Payments delinquent by more than thirty (30) days shall bear interest to Ditto at the rate of 1.5% per month on the outstanding balance. A fee of \$30.00 shall be assessed for checks not honored by the financial institution.

**10. Security Interest.** Boater hereby gives Ditto a Security Interest in its Boat and other property, pursuant to the Alabama Commercial Code, to secure its compliance with the terms of this Agreement. Upon such default, Ditto may declare the Agreement terminated, may claim the Security Deposit, may board the Boat, move the Boat, and sell the Boat in a commercially reasonable manner, all in compliance with the Alabama Commercial Code. Additionally, Ditto shall have all other rights stated herein and otherwise available to it, and no action or inaction on its part shall be a waiver of any other right.

**11. Security Deposit.** Upon execution of this Agreement and any renewal thereof by the parties, Boater shall tender the sum of One hundred and No / 100 Dollars (\$100.00) to Ditto for license of a wet slip, or the sum of Fifty and No / 100 Dollars (\$50.00) for license of a dry – stack space. Said sum shall be a Security Deposit that will be refundable to Boater at the expiration of this Agreement in the event that Boater has complied with all terms of this Agreement.

**12. Collection, Legal Fees.** In the event of default by Boater, Ditto retains all rights to pursue collection of said sums, and in the event of legal action, Boater agrees to pay all reasonable attorney fees and court costs as part of such collection.

**13. Term of Agreement.** Unless otherwise provided herein, this Agreement shall be for a term of one (1) year. This Agreement shall renew automatically for an successive one

(1) – year terms unless either party gives written notice at least thirty (30) days in advance of the Expiration Date stated above. Verbal notice shall be ineffective and the Agreement shall renew as provided herein.

**14. Voluntary Termination.** This Agreement may be voluntarily terminated by either party giving thirty (30) – days’ written notice prior to the Expiration Date stated above at the addresses listed above. Failure to vacate within said thirty (30) – day period will invalidate the notice and any subsequent vacation shall require another written notice. Failure to comply with a properly – given notice from Ditto shall result in the forfeiture of the Security Deposit. Ditto may also remove the Boat to its Transient Dock or other area acceptable to Ditto and assess applicable fees for such storage.

**15. Termination for Cause.** In the event that Boater should default under the terms of this Agreement, or if Boater shall violate the Rules and Regulations promulgated by Ditto, or if Boater violates any other applicable governmental regulation or law, then Ditto may declare the Agreement immediately terminated. Upon such termination, Boater shall immediately remove its Boat and pay Ditto all accrued License Fees and other costs due Ditto, and Boater shall forfeit its Security Deposit. In the event that Boater does not immediately remove its Boat, Ditto may relocate the Boat to the Transient Dock or to other area acceptable to Ditto and assess Boater the applicable fees for such storage, with credit for and deposit paid by Boater.

**16. Utilities.** In the event that Boater uses electricity or other utilities provided by Ditto, Boater shall pay to Ditto, as an Additional Cost, the cost of said utility charge. Ditto shall assess Boater at the same rate that Ditto pays to the utility provider. In the event that the Storage Space is provided with electrical service, whether or not Boater uses said service, Ditto shall assess and Boater shall pay a month fee of Five and No / 100 Dollars (\$5.00) per month as an availability fee. City of Huntsville water service is available at the docks at Ditto during mild weather only. Public restrooms are provided. Boaters shall place all garbage and refuse in designated receptacles. The dumping of sewage in the Ditto basin or entrance is strictly prohibited, all sewerage – equipped boats must comply with all applicable governmental rules and regulations, and Ditto facilities must be used for this disposal.

**17. Public Facility.** Ditto Landing is a public facility, subject to certain Rules and Regulations. The general public is not allowed in boat – storage areas. Governmental authorities, in addition to Ditto personnel when on duty, shall patrol and regulate activities at Ditto Landing. Ditto shall use reasonable efforts to enforce its Rules and Regulations and to protect property belonging to Boater, however, Ditto expressly assumes no legal liability or responsibility for Boater’s Boat, as further explained herein.

**18. Liability.** Notwithstanding anything herein to the contrary, Ditto does not assume responsibility for Boater’s Boat or other property. Ditto is not responsible to Boater for damage or injury on account of fire, explosion, collision, dock failure, canopy failure, grounding, sinking, fluctuation of water level, freezing, storms, acts of God, or any other causes, and Boater so agrees to this waiver. Boater assumes financial and legal

responsibility for its Boat, for its guests and invitees, and for its other property. Furthermore, Boater assumes responsibility for damages or injuries that it may cause or that its Boat may cause to others or to the property of others, including Ditto, its employees, and other guests and invitees of Ditto Landing.

**19. Indemnity and Insurance.** Boater does hereby indemnify Ditto, the Huntsville – Madison County Marina and Port Authority, its directors and employees, from any and all claims that may be brought against it on account of any action of Boater, its guests or invitees, occurring on or about property known as Ditto Landing. Boater shall also provide Ditto with a copy of its certificate of insurance, including complete maritime and liability coverage, showing the Huntsville – Madison County Marina and Port Authority and its directors and employees as an Additional Insured. Policies that cover boats stored in wet slips shall have and maintain as minimum limits \$300,000. Policies that cover boats stored in the dry – storage facility shall have and maintain as minimum limits \$100,000. Boater shall be responsible and liable for any damage or injuries that it causes to persons or property, including those persons and that property of Ditto.

**20. Care and Responsibility.** Boater agrees to use care and to exercise responsibility in its storage and occupancy of the Premises and at Ditto Landing. Upon termination of this Agreement, Boater agrees to return the Assigned Storage Space to Ditto in good condition, reasonable wear and tear accepted.

**21. Rules and Regulations.** Ditto has established certain Rules and Regulations for use of its facilities by Boater, a copy of the most current version being attached hereto, and Boater hereby agrees to comply with said Rules and Regulations. Ditto reserves the right to add, delete, and modify said Rules and Regulations, and Ditto will give Boater appropriate notice of such changes. The Rules and Regulations are incorporated as part of this Agreement by reference.

**22. Boater's Guests and Invitees.** Boater is responsible for its guests and invitees at Ditto Landing. This responsibility includes escorting such persons on and off Ditto Landing, and ensuring said persons' safety and security at all times. Boater shall not allow guests or invitees to use or visit its Boat unless Boater or a member of its immediate family is present and supervising said guests or invitees. Boater will also ensure that its guests and invitees comply with all Rules and Regulations. Boater is responsible for any damage or injury caused by its guests or invitees.

**23. Boater Conduct.** Boater agrees to conduct itself, and that of its guests and invitees, so as to create no annoyance, hazard, or nuisance at Ditto Landing. This responsibility includes compliance with laws, with this Agreement, with its Rules and Regulations, with good seamanship, and good citizenship. Ditto Landing quiet times are from 11 p.m. to 7 a.m. Boaters will use good judgment in the generation of noise during these hours. Advertising and soliciting are prohibited. No charcoal grilling fires are allowed on Ditto docks.

24. **Boater's Activity at Ditto Landing.** Boater shall use its Assigned Storage Space, and any occupancy of Ditto Landing, for recreational activity only and not for any commercial or residential activity. Specifically, Boater may not reside or "live" on the Boat more than twenty (20) days per month.

25. **Sale of Boat.** In the event that Boater shall sell its Boat, Ditto shall not be required to continue this Agreement with the new owner of the Boat. In the event that the new boat owner shall desire to enter into an Agreement with Ditto, it may do so, and Ditto shall provide an Assigned Storage Space pursuant to said new Agreement.

26. **Administration of Assigned Storage Spaces.** Selection, designation, and management of Storage Slips shall be the responsibility and prerogative of Ditto. From time to time, Ditto may establish waiting lists for certain types of Storage Spaces. Management of such lists and the allocation of Storage Slips shall be the responsibility of Ditto, and Ditto shall handle such situations in a reasonable manner.

27. **Emergency Situations.** Boater hereby gives Ditto, its employees and other authorized parties, the right to go onto and within Boater's Boat in the event that immediate action is required to avert or minimize an Emergency Situation. In the event of an Emergency Situation, Ditto shall use its best efforts to contact Boater through the means described above prior to action by Ditto. Said right shall also empower Ditto to remove Boater's Boat from its Assigned Storage Space to a safer area when occasioned by the need for maintenance or to avert or minimize Emergency Situation. Ditto personnel shall use due care in such relocation and storage efforts. Said rights do not, however, establish a duty of Ditto to protect Boater's Boat or other property. It shall remain the responsibility of Boater to maintain its Boat, to secure all mooring lines, and to ensure that the Boat is otherwise protected. Ditto, under the terms of this Agreement, only provides an Assigned Storage Space and does not provide maintenance or tending of Boater's Boat. Ditto also specifically assumes no responsibility to specifically monitor the condition of Boater's Boat or other property, such duty being completely retained by Boater. Boater, unless specifically referenced in the Agreement, retains all ownership and responsibility for its Boat.

28. **Assignment, Replacement, and Relocation.** This Agreement is not assignable and the Assigned Storage Space may not be sub – let by Boater. Furthermore, this Agreement is specific to the Boat described herein. Any substitution of the Boat stored pursuant to this Agreement shall require written notice to Ditto and the payment of a Ten and No / 100 Dollars (\$10.00) fee. Any notice of substitution of the Boat stored at Ditto must be made within fifteen (15) days of said substitution. Finally, Ditto retains the right, for operational or other reasons, to designate a different Assigned Storage Space and to relocate Boater's Boat to a different space. Ditto shall give Boater fifteen (15) – days' notice of any such relocation

29. **Environmental Compliance.** Ditto is committed to compliance with applicable environmental laws and regulations and to voluntary preservation of the place that is Ditto Landing. Boater agrees to comply with all governmental laws, rules, and

regulations associated with Boater activities under this Agreement and within Ditto, including but not limited to the Rules and Regulations, attached hereto.

**30. Maintenance of Ditto Landing.** Ditto is committed to maintaining Ditto Landing in a first – class condition, and it shall use reasonable efforts to keep the grounds and improvements in good condition. Boater agrees to immediately report to Ditto in writing any deficit, safety issue, or needed repair. In the event of equipment breakage that directly impacts Boater, Ditto shall endeavor to promptly make required repairs, but Boater shall not be entitled to any rebate of License Fees or other costs occasioned by any delay or inconvenience caused by such equipment breakage.

**31. Hours of Operation.** Ditto staff shall only be on site pursuant to a posted and published schedule. Said schedule is subject to change with no prior written notice to Boater.

**32. Entire Agreement.** This Agreement states the entire agreement of the parties, and any prior or subsequent non – written attempted modifications shall be ineffective. Also, this Agreement shall inure to the benefit of the heirs, successors, and assigns of the parties.

**33. Effective Date.** The Effective Date of this Agreement shall be the later date of signature or initial as shown hereon.

WHEREUPON the parties have agreed to the terms and conditions of this Agreement.

“Ditto”

**Huntsville – Madison County Marina and Port Authority**

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

Its \_\_\_\_\_

Date of Execution: \_\_\_\_\_

“Boater”

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Execution: \_\_\_\_\_