



# BRUNSWICK LANDING MARINA

A TORRAS COMPANY

## ACKNOWLEDGEMENT OF AND ASSENT TO LICENSE AGREEMENT AND RULES AND REGULATIONS

The Licensee has entered into a registration ("Registration") with Brunswick Landing Marina, Inc. ("Marina"), after carefully reviewing this ACKNOWLEDGEMENT OF AND ASSENT TO LICENSE AGREEMENT AND RULES AND REGULATIONS ("Agreement"). In entering the Registration, Licensee expressly agrees to all the terms and conditions herein.

**LICENSEE HAS NOT ENTERED INTO A RESIDENTIAL LEASE. PURSUANT TO THE REGISTRATION AND THIS AGREEMENT, LICENSEE HAS A LIMITED LICENSE AGREEMENT FOR USE OF A SLIP FOR PARKING A VESSEL (THE "LICENSE"). LICENSEE ACKNOWLEDGES THAT LICENSEE'S AGREEMENT THAT THIS IS A LIMITED LICENSE AND NOT A RESIDENTIAL LEASE IS A CONDITION PRECEDENT TO ENTERING INTO THE REGISTRATION. THE USE OF THE MARINA FACILITIES IS AT THE SOLE RISK OF THE LICENSEE. MARINA DOES NOT ASSUME THE CARE, CUSTODY, CONTROL, OR RISK OF LOSS OF THE VESSEL, ITS APPARATUS, FIXTURES, CONTENTS, GEAR, RIGGING, OR EQUIPMENT. MARINA IS PROVIDING ONLY A SLIP/SPACE RENTAL ALONG WITH THE AMENITIES OF ITS FACILITIES. THERE IS NO AGREEMENT TO CREATE A BAILMENT OF THE VESSEL, NOR DOES THE MARINA INTEND TO CREATE A BAILMENT OF THE VESSEL. LICENSEE EXPRESSLY ACKNOWLEDGES THAT NEITHER AN EXPRESS NOR AN IMPLIED BAILMENT EXISTS BETWEEN MARINA AND LICENSEE. IT IS THE FULL RESPONSIBILITY OF THE LICENSEE TO MAKE ARRANGEMENTS FOR THE SAFETY AND PROTECTION OF HIS VESSEL AND/OR APPURTENANCES, AND LICENSEE HEREBY AGREES TO INSURE HIS VESSEL AND/OR APPURTENANCES APPROPRIATELY AND TO ONLY LOOK TO HIS INSURANCE, AND NOT MARINA, FOR COMPENSATION IN THE CASE OF LOSS OR DAMAGE TO LICENSEE'S VESSEL AND/OR APPURTENANCES.**

**WHEN PAYMENTS DUE:** The term of this license shall be agreed upon at Registration. All dockage fees are payable in advance. Accounts not paid within terms are subject to a 1.5% monthly finance charge. Any purchases at Marina are due and payable at the time of purchase. The Marina shall have a lien against the vessel, the vessel appurtenances, and contents for sums due from Licensee for dockage fees, goods, and services, and for injury, damage to other vessels, pollution by petroleum products or other hazardous materials, loss by sinking, collision, fire, or other losses.

1. **Daily License Fees** are due upon Registration.
2. **Monthly License Fees** are due prior to the start of the initial term of the license and shall come due each successive month. For example, if the start of the initial monthly term is February 10, the first Monthly license fee will be prorated and must be paid by February 10, and the next Monthly License Fee will be due by March 1, and so on.
3. **6-Month License Fees** are paid up front, in full, at the beginning of each consecutive 6-month term.
4. **12-Month License Fees** are paid up front, in full, at the beginning of each consecutive 12-month term.

**EXTENDED DOCKAGE AGREEMENTS:** 12-Month Licenses shall be for a consecutive 12-month period beginning on April 1 of the current year designated by execution date below. Six-month Licenses shall be for a consecutive 6-month period not to commence any later than September 30 of the current year designated by execution date below.

1. Upon the expiration of any extended dockage license agreement period, and each anniversary date thereafter, this Agreement shall automatically renew for an additional term at the current posted annual dockage rate unless otherwise earlier terminated in accordance with this Agreement.
2. After the initial term, this Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior written notice. Notice of intent to terminate any renewal of this Agreement must be submitted a minimum of (30) days prior to the expiration of the initial or preceding term of this Agreement.
3. **If Licensee terminates their 12-month licensee agreement early, Marina will charge Licensee a Termination Fee equal to the lesser of (i) three months of Owner's dockage at current annual rate or (ii) what Licensee would owe if the Agreement were accelerated. Any remaining account credit balance after Termination Fee charges would be refunded to Licensee upon checkout.**
4. **If Licensee terminates their 6-month licensee agreement early, Marina will charge Licensee a Termination Fee equal to the lesser of (i) one month of Owner's dockage at current annual rate or (ii) what Licensee would owe if the Agreement were accelerated. Any remaining account credit balance after Termination Fee charges would be refunded to Licensee upon checkout.**
5. Notice of intent to terminate this Agreement by Marina shall be sent to the address stated above for such notice and notice of intent to terminate this Agreement by Licensee to Marina shall be delivered to the Marina's offices at 1 Torras Landing, Brunswick, Georgia 31520.

**EARLY DEPARTURES FOR MONTHLY LICENSEES:** For any Licensee not in default of this Agreement whose vessel(s) has been at the marina longer than one (1) month that elects to depart from the marina before the end of a month where the Monthly License Fee has already been paid, Licensee will be refunded the remainder of the Monthly License Fee on a prorated basis (daily) provided that the Licensee gives Marina written notice four days in advance of such early departure.

**TERMINATION:** The license term shall immediately terminate by the occurrence of any of the following:

1. Destruction of the dockage facility by fire, storm, calamity, or other acts of God.
2. In the sole discretion of Marina, by breach of, violation of, or non-compliance by Licensee of any provision of the Registration and/or this Agreement, (which reference shall always include the Rules and Regulations). Any instance of Marina not terminating the license term for a

violation, breach, or non-compliance shall not be a waiver of Marina's right to terminate the license term for any other violation, breach, or non-compliance.

3. Termination or closure of dockage and/or related facilities at the Marina for any reason.

In event of default of this Agreement, or termination or expiration of license term, Marina may remove the Licensee's vessel from its slip, at the Licensee's sole expense and risk, and retake possession of slip. The Licensee agrees that the Marina is entitled to recover in whole, or in part, charges or fees including, but not limited to, costs in connection with the removal and maintenance of the vessel and loss of revenues due to Licensee's failure to vacate upon termination. The Licensee agrees to pay all of Marina's court costs together with attorney fees and custodian fees resulting from Licensee's breach of this Agreement, including the Rules and Regulations. Licensee's obligations under this paragraph as well as all payment obligations of Licensee pursuant to this Agreement shall survive the expiration of this Agreement and the term of the License.

**ABANDONMENT.** If a Licensee has not paid the Fee as required by the Registration and this Agreement, or is in default of this Agreement, the Marina may exercise its right to follow the procedures of O.C.G.A. § 52-7-70, *et seq.*, "Abandoned Vessels."

**SPECIFIED COLLATERAL:** To secure the payment and performance of each and every debt, liability and obligation of every type and description which Licensee may now or at any time hereafter owe to Marina (whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations), Licensee hereby grants Marina the vessel registered at Brunswick Landing Marina by Licensee as specified collateral.

**SLIP ASSIGNMENT:** Each vessel, at check-in, will be issued a slip assignment consisting of a dock number and slip number. This slip is Licensee's vessel's assigned space during the term of the License. Any vessel found occupying a slip not assigned to that vessel is considered criminal trespass, and the vessel and Licensee/owner will immediately be asked to leave the marina and their License immediately terminated. There will be a fine of \$100 a day assessed against any Licensee while their vessel is in a slip/space other than that assigned to said vessel.

**ACCESS TO VESSELS:** Licensee must provide the Marina access to its vessel by issuing the necessary vessel entry key(s) to the Dockmaster and/or Marina management upon the commencement of the License term. When any lock is changed the Licensee shall inform the Marina and provide new key(s) immediately.

**VESSEL RELOCATION:** Licensee agrees the Marina may temporarily or permanently reassign slip spaces and to move or cause to be moved any vessel so reassigned. A Licensee, by applying for and accepting the use of a slip, shall be deemed to have consented to the reassignment and movement of its vessel to another slip for the proper operation, maintenance, and repair of the Marina, for the convenience of the Marina, for a special event, such as a boat show, in case of an emergency, or for the general betterment of the Marina. Licensee further consents to the movement of its vessel by Marina personnel if, after notice to move the vessel is given by the Marina, Licensee fails to comply with any such notice, and in such instance, Licensee shall reimburse the Marina for costs incurred in relocating and moving its vessel to another slip in accordance with the Marina's fees, rates, and charges. Neither the Marina nor any of its officers or employees shall be liable to Licensee or any third party, and a Licensee waives all claims, for damage to persons and property sustained by a Licensee resulting from the movement of his or her vessel.

**SLIP VACANCY:** Marina reserves the right to rent/occupy any slip that has been paid for by a Licensee but vacated for any period. Licensee agrees to allow Marina to rent/occupy slip during the time such vessel is away from its assigned berth and agrees that such third-party use is for the sole benefit of the Marina. Any such third-party vessel will be moved by Marina to facilitate the return of the Licensee's vessel provided 48-hours' notice is given to the Marina before the anticipated return.

**USE OF SLIPS/SPACES BY OTHER VESSEL:** Transfer of vessels between slips/spaces to another slip/space or use of a Licensee's assigned slip/space by a vessel other than that assigned the slip/space at Registration except by Marina discretion is NOT permitted. Licensee shall not allow any vessel other than Licensee's own that is registered in connection with that slip/space to occupy the slip/space licensed by Licensee under the terms of the Registration and this Agreement.

**RESERVATIONS:**

1. **Marina:** A deposit of 1 month of dockage is required to confirm any long-term reservation. A deposit of one night's slip fee is required for any reservation less than 30 days.
2. **Boat Yard:** A deposit equal to the price of a haul-out is required to confirm any Boat Yard reservation.

Original reservations may be cancelled, or changed, without penalty, if changes are requested, in writing, prior to 30 days of the date of arrival. If the reservation is cancelled less than 30 days from the date of arrival deposits will be held as a non-refundable credit to be used within the 6 months following the original date of arrival. Arrival dates may be modified up to three times if changes are made prior to your arrival date. If the arrival date is modified, there will be no deposit refunds in the event of a cancellation and the deposit will be held as a non-refundable credit to be used within the 6 months following the original arrival date. Failure to arrive or call by the starting date of the reservation will result in a forfeiture of deposit. The third reservation modification will be final and subject to forfeiture terms above. Deposits and/or credits cannot be transferred from one vessel to another. If a deposit is not received, space will be made available on a first come, first served basis.

**COMMERCIAL PURPOSES:** Use of vessels moored at Marina for commercial purposes is prohibited without prior approval from the Marina. Attaching any advertising materials to a vessel is prohibited without approval of the Marina.

**OUTSIDE CONTRACTORS:**

1. **Marina:** All outside contractor(s) must sign in daily with the Marina office prior to going on any vessel/job. All outside contractors for work on Licensee's vessel at the marina docks must work through the Marina, without exception. Outside contractor(s) must provide a Certificate of Insurance. Outside contractors working on vessels at the docks may elect to pay a one-time fee for a single day access to a customer's boat for \$20. Other options include a \$50 weekly fee; \$100 monthly access fee; or a \$1000 annual access fee.

2. **Boat Yard:** All outside contractor(s) must sign in daily with the Boat Yard office prior to going on any vessel/job. All outside contractors for work on Licensee's vessel must work through the Boat Yard, without exception. Outside contractor(s) must provide a Certificate of Insurance. Outside Contractors working on vessels in the boat yard must pay a fee of 15% of total invoice is due to the Marina. Upon completion of the job, the fee is to be paid to Boat Yard with a copy of the final invoice, which shall show the total charges for the job.

**Wi-Fi:** The Wi-Fi is provided for personal, incidental use from within Marina facilities. It is not to be used for any commercial or business purpose whatsoever.

Licensee agrees and accepts that the Marina is under no obligation to aid Licensee in any form whatsoever to access or use the Wi-Fi and provides no guarantee that Wi-Fi will be made available. The Wi-Fi is provided as a convenience to patrons of the various Brunswick Landing Marina facilities and there is absolutely no expressed or implied warranty that Wi-Fi will be available at any given time or at any specific facility.

Some content, products, and services available with or through the Wi-Fi may be offensive or may not comply with applicable laws. The Marina has implemented web content filtering to restrict access to certain categories of content which could be considered offensive by patrons of the Marina facilities. Licensee accepts and acknowledges that while the Marina has implemented web content filtering, offensive and illegal Internet content may still be available through the Wi-Fi. Licensee agrees and acknowledges that the Marina has no obligation to monitor use of the Wi-Fi service and has no control over such use. Licensee assumes total responsibility and risk for access to and use of Internet content and for use of the Wi-Fi. The Marina assumes no liability whatsoever for any claims of losses arising out of or otherwise relating to access to or use of the Wi-Fi.

Vessel owners or their guest shall not use the Wi-Fi nor shall allow anyone to use the Wi-Fi for any unacceptable use, including, without limiting the generality of the foregoing, the following:

1. invasion of another person's privacy; misrepresent oneself by posing as another user; unlawfully promote or incite hatred; unlawfully use, possess, post, transmit or disseminate obscene, profane, hate, terrorist or child pornographic material;
2. post, transmit, distribute, disseminate, upload or download content, which is unlawful, threatening, harassing, abusive, libelous, slanderous, defamatory, or otherwise offensive or objectionable or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule or regulation;
3. any computer systems, software, data or any confidential, copyright protected, or patent protected material or personal information of any other person without the knowledge and consent of such person; make unauthorized attempts to gain access to any account or computer resource not belonging to you or otherwise gain unauthorized access to, alter or destroy any information of another person by any means or device;
4. upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software, or other material, which is confidential, protected by copyright or other intellectual, property or proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder;
5. disrupt the Marina's network, directly or indirectly, use the Wi-Fi to restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the use of the products or services of the Marina or the Internet, including, without limitation, knowingly posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, or other harmful, debilitating or disruptive feature;
6. send unsolicited e-mail (engage in "spamming"), send large quantities of unwanted or unsolicited e-mail messages (engage in "mail bombing") or VoIP messages (engage in "voice casting"), attempt to overload a system (engage in "flooding"), participate in broadcast attacks, interfere howsoever with service to or by any user, host or network, engage in counterfeit, subterfuge or malicious activities, make inappropriate postings to news groups, send false commercial messages or engage in any other abuse of e-mail or news group servers or otherwise interfere howsoever with the provision by the Marina of any of its services;
7. violate any system or network security measures including engaging in unauthorized access or use of the Marina's network, data or information;
8. use, intend or attempt to use, or allow the use of the Wi-Fi contrary to any municipal, provincial, federal or international law, order, rule or regulation;
9. use any of the Wi-Fi contrary to the decisions, orders, policies or other requirements of the Federal Communications Commission (FCC) or of any other regulatory body with jurisdiction over the Wi-Fi or the Marina;
10. engage in any activity which the Marina advises you, in the sole and unfettered discretion of the Marina, similar to any of the foregoing or is reasonably and generally regarded in the industry to be an unacceptable use of telecommunications services or is otherwise unacceptable use of the Wi-Fi.

If Licensee is at any time in breach of the requirements of this provision, Licensee agrees that the Marina may immediately and without notice, and in addition to all other rights and remedies at law and in equity, suspend the supply of any or all Wi-Fi to Licensee. Wi-Fi suspended pursuant to this section may be resumed at the sole and absolute discretion of the Marina. Breach of the requirements of this section may result in a permanent termination of Licensee's Wi-Fi access at the sole and absolute discretion of the Marina and/or termination of the license.

**RESPONSIBILITY FOR GUESTS:** All Licensees shall be responsible to oversee their guests/invitees visiting the Marina facilities. Every Licensee shall insure that his guest(s) abide by all Rules and Regulations and such Licensee shall be responsible for any violation(s). No Licensee may invite any guest to use or enjoy any of the property or facilities of the Marina in Licensee's absence without prior written approval of an authorized agent of Marina. The number of guests invited at any one time by any Licensee shall be in keeping with the rights of other Licensees to have and enjoy the use of these same facilities. All customer guests are to arrive by vehicle, or accompanying Licensee on their vessel, and must access vehicles using the pier at each dock. Under no circumstances are guests to arrive by vessel that is not a registered customer of Marina.

**GENERAL:**

As a registered boater at Brunswick Landing Marina, during the license term each Licensee is authorized to:

1. Have the keys required to enter all keyed facilities.
2. Use all the amenities at the Marina.

3. Be included in all the social and entertainment functions at the Marina.
4. Warn any person who is observed to be violating the rules.
5. Call security to oust possible trespassers who do not identify themselves upon a polite request.
6. Call security to quell disorderly conduct by anyone.

**LIABILITY FOR DAMAGES:** The owner and his vessel, jointly and severally, shall be legally liable for all damages sustained by Marina arising in any way from the operation of the vessel, the docking of the vessel, the securing of the vessel, and all acts or omissions of the owner, his agents, employees, guests, invitees, and subcontractors. Marina shall not be liable for any personal injury or property damage to the Licensee or to the Licensee's agents, employees, relatives, or guests that may arise out of the uses of slip/space and facilities or any handling, moving, or storage of the vessel. The Licensee and vessel will indemnify and hold harmless the Marina from any costs, expenses, damages, and claims due to personal injury, illness, death, injury to others, any type of loss due to damage, fire, theft, collision, and/or sinking arising from the use of space or facilities, where such injury or damage is caused in any part, regardless of how slight, by the actions or omissions of the Licensee, Licensee's agents, employees, relatives, or guests. A violation of this Agreement, including any of the Rules and Regulations, that violates Local, State or Federal Law shall subject the Licensee to Local, State and Federal laws. Licensee shall indemnify and hold the Marina harmless from all claims, obligations, and losses, including reasonable attorney fees charged to the Marina, arising in any way from such violation or the defense of any alleged violations of Local, State and Federal laws or satisfying any sanctions imposed pursuant to the same. Licensee's indemnity obligations shall survive the expiration of this Agreement and the term of the License.

The owners of each vessel in or at the Marina are deemed to have appointed the Marina as his agent with authority to take all actions reasonably necessary to preserve and maintain the Marina facilities and such vessel, in that order or priority, in the event of a storm or other weather event. There will be a charge for equipment and services rendered due to storm preparation for individual vessels that are improperly secured. Licensee authorizes the Marina to have necessary emergency repairs made which will be charged to the Licensee and must be paid within thirty (30) days after billing. Licensee agrees to reimburse the Marina for any and all costs it incurs on behalf of Licensee's vessel in emergency situations at the Marina's standard charge rates (which include rates at 150% during afterhours).

**NO WAIVER:** Waiver of any condition of this Agreement, including the Rules and Regulations, by the Marina shall not be deemed to be a continuing waiver.

**HEADINGS:** The headings and subheadings herein are inserted for convenience of reference only and are not to be used in construing this instrument or any provision thereof.

**RULES AND REGULATIONS:** In addition to the foregoing, the Licensee agrees its, and its guests, agents, employees, invitees, and subcontractors, shall be bound to the following Rules and Regulations, and any other such amended Rules and Regulations that are posted by Marina from time to time (and such posting shall constitute sufficient notice to Licensee and its guests, agents, employees, invitees, and subcontractors):

#### RULES AND REGULATIONS

**LAUNDRY FACILITIES:** During the license term, Licensees may use the washer and dryer units located in the areas provided. They are available on a first come first serve basis and no one shall leave laundry in any machine after the washing or drying cycle has been completed. Licensee understands that Marina is under no obligation to provide laundry facilities, and Marina makes no guarantee that the washer and/or dryer units will be working or available. No tints or dyes shall be used in the washing machines. Laundry only (e.g., clothing and bedding) should be washed in these machines; that is, no sails, dock lines, pet beds, canvas covers, rugs, etc. No laundry shall be hung on vessels or docks.

**TRASH DISPOSAL:** Normal household trash and garbage is to be placed in the trash cans provided at the top of each dock. The Federal Government, the State Government, and the Marina all prohibit the discharge of any refuse or waste matter, vessel scrapings, petroleum product or by product, paint, varnish, dead animals, or debris into the waters around the Marina. No trash or empty boxes of any kind shall be left on the docks. Items that are too large to be practically placed in the trash cans must be deposited directly in the dumpsters at the rear of the property in the upper parking area. Oil products, liquids that could contaminate the water or ground, other polluting matter, filters, as well as mechanical/electrical parts are not to be disposed of in the Marina trash cans or dumpsters and should be taken to the Boat Yard for proper disposal.

**PUMP-OUT STATION/WASTE DISCHARGE:** The Marina has a closed-head policy required by state law. No Licensee or guest shall throw, discharge, or pump from any vessel: refuse, oil spirits, flammable liquid, or polluting matter in the harbor. All such matters shall be deposited in the approved oil disposal facilities at the Boat Maintenance Yard. No waste material such as paper, beer or drink cans, cigarette butts, trash, etc., will be thrown into the water from the vessel or dock areas. Tossing food or garbage out to birds produces unsanitary conditions around the dock areas and shall not be permitted. No person shall operate a marine toilet at any time so that it is flushed into the waters surrounding the Marina, known as Academy Creek, any treated or untreated sewage or other waste matter or contaminant of any kind. All sewage or other contaminant shall be held in onboard storage tanks until they are discharged at designated pump-out stations or discharged offshore, as required by law. The use of cleaning agents containing phosphates and bleach is discouraged. A violation of these provisions shall subject

the violator to Local, State and Federal laws. Vessels that do not have authorized holding tanks must be securely locked to prohibit use while at the Marina. Licensee shall indemnify and hold the Marina harmless from all claims, obligations, and losses, including reasonable attorney fees charged to the Marina, arising in any way from such violation or the defense of any alleged violations or satisfying any sanctions imposed. Licensee's indemnity obligations under this paragraph shall survive the expiration of this Agreement and the term of the License.

Pump outs are free to all Licensees in good standing. The pump-out stations are located on Dock #1. Boaters have the option to request and pay for an in-slip pump-out. Should a customer decide they want an in-slip pump-out, there will be an additional charge per cart load. For all pump-outs we request you contact the Dock Office and arrange for a time for your pump-out to bescheduled.

When a vessel arrives for a pump-out at Dock #1 it must be understood that Marina staff will first have to serve people who are having vessels docked as well as people who are buying fuel. After these customers have been taken care of, the pump-out will be performed at no charge as soon as practical.

**FUEL FACILITIES:** No vessel shall be fueled at Marina except with fuel purchased from Marina. Smoking and open flames are prohibited in the area of the fuel dock and no vessel will be permitted to fuel until the engine and all other machinery are shut down. Any customer(s) that arrives at the Marina to purchase fuel must stay on their boat for the duration the fueling process. Once fueling has been completed and paid for the customer will have the option to check-in and contract with Marina as a Licensee at our normal dockage rates (24-hour minimum) or vacate the Marina.

**STORM PRECAUTIONS:** To prevent damage from weather or storms, equipment, and other objects that can become loose on the deck, towers, masts, booms, sails, auxiliary vessels, and lines should be properly secured when Licensee leaves his vessel. A Licensee planning to be absent from his boat slip for a prolonged period should notify the Marina of his plans before leaving. Licensees and guests leaving Marina facilities should report to the Dockmaster and/or Marina's management so that they can better keep the Licensee's vessel secure.

The owners of each vessel in or at the Marina are deemed to have appointed the

Marina as his agent with authority to take all actions reasonably necessary to preserve and maintain the Marina facilities and such vessel, in that order or priority. Licensee authorizes the Marina to have necessary emergency repairs made which will be charged to the Licensee and paid within thirty (30) days after billing. There will be a charge for equipment and services rendered due to storm preparation for individual vessels that are improperly secured. Licensee agrees to reimburse the Marina for any and all cost it incurs on behalf of Licensee's vessel in emergency situations at the Marina's standard charge rates.

In the event any lawful authority orders the evacuation of persons from the immediate area, each Licensee shall immediately leave the Marina facility at the instance asked to be removed. Any damage caused by such persons or vessels wrongfully remaining or left at the facility shall be repaired at the sole expense of the vessel owner. The Marina will not assume any responsibility for damage resulting from acts of God such as high winds, tides, lightening, etc. Any damage to Marina facilities that may occur as a result of a vessel wrongfully remaining shall be repaired at the sole expense of the vessel owner.

**PARKING:** The cars, vans, pickup trucks, scooters, and motorcycles belonging to Licensee should be parked in designated parking areas. No washing of cars, vessels, other vehicles, or equipment is allowed in the parking lots. No storage or extended parking of other vehicles or equipment are permitted in the parking lots without written permission from Marina and may be towed away at the insistence of the Marina, to be paid for at the vessel owner's expense. Cars shall be moved from designated loading areas, before Licensees go to their assigned slips, so that others may use the space. Except as the Marina otherwise directs, parking spaces are on a first come, first serve basis. Motorhomes, RVs, or other similar vehicles are prohibited from parking at Marina unless given explicit permission by Marina staff.

**ACCESS TO LOCKED MARINA FACILITIES:** Licensees may obtain keys to the restrooms, club house and lounges during check-in. A refundable deposit shall be made for each key received. These deposits will be refunded when the key is turned in to the Dockmaster. Lost keys result in forfeiture of the initial deposit and require a replacement deposit. When any lock is changed by the Marina, the Licensee shall return the old key in exchange for a new key at the Dock office. The Yacht Club will be closed and locked from midnight to 6am each day.

**SECURITY:** During business hours, private security employed by Marina (if any), the Marina employees, and/or local law enforcement should be notified if any people are seen who appear to be a threat to security or who are involved with unusual activities. While Marina personnel and any employed private security firm are involved in the protection of Licensees, their vessels, their guests, and the Marina's facilities, these personnel do not carry weapons and are not responsible for the ultimate prevention or handling of any misdeeds that may occur. The local law enforcement does patrol the grounds and are very supportive.

**LIMITED ACCESS TO VESSELS AND DOCKS:** No one is to be allowed on the docks or on vessels except Licensees, their guests, people working on their vessels or the Marina docks, Marina employees, and prospective vessel purchasers who are accompanied by vessel owners, their agents, or Marina personnel. Customers and/or potential customers that are not registered Licensees are only permitted on Dock 1, and only if the nature of their visit pertains to marina-related business or events/exceptions approved by Marina.

**NOISE:** All Licensees and their guests shall refrain from excessive noise in relation to playing stereo, television, or musical instruments between the hours of 11:00 p.m. and 8:00 a.m. Everyone shall respect the rights of other persons lawfully on the premises. After 11:00 p.m., quiet, orderly behavior is expected of all Licensees and their guests.

**CHILDREN:** Children under the age of 13 must always be under the direct supervision of their parents and/or guardians. Parents and/or guardians shall not allow children to run and play on the dock facilities.

**ENTERTAINMENT, FOOD, AND BEVERAGES:** The cooking and serving of food and beverages along with individualized or organized social events are encouraged to take place on the piers, in all the lounges, in the Yacht Club room, and in all areas with picnic tables and/or benches around the Marina grounds. Areas restricted from cooking include the floating docks and parking areas except when events have been approved by Marina management.

**FISH CLEANING:** Fish cleaning of any kind will not be permitted on the docks, vessels tied to the docks, or parking areas except at a place or places designated by the Marina and the Georgia Department of Natural Resources.

**PHOTOGRAPHS / VIDEOS:** Marina users grant Marina permission to use his/her likeness in a photograph in any and all publications and materials without payment or consideration made to them, and they realize these photos, when taken, become the property of the Marina and will not be returned. Such persons authorize the Marina to use, edit, copy, publish or exhibit any photo for any lawful purpose, and waive the right to review any photo or to obtain royalties from the photo.

**STORAGE:** Neither the Licensee or any other party shall store any trailer or other vehicle at the Marina without the Marina's approval. Licensees shall not store or place supplies, bikes, equipment dinghies, skiffs, surfboards, accessories, materials, or debris of any kind on docks, piers, or fingers. Licensees shall not construct or place any lockers, chests, storage cabinets, or similar structures on the docks or finger piers. Temporary or removable "dock steps" can be allowed but only when approved by the Dockmaster or Marina. The Marina, at the Licensee's expense, will dispose of any materials, supplies or accessories left unattended on docks.

**REPAIRS:** No major repairs or complete overhauls shall be made on vessels moored at the Marina docks. Extent of permitted repairs shall be at the discretion of the Marina. Repairs may be performed at the docks by Marina personnel as well as by independent contractors who have been employed by and will be paid by the Licensee for work on Licensee's vessel. Work at the docks shall only be performed by contractors who have been approved by the Marina's management and who have arranged to compensate the Marina for use of the Marina facilities. The Marina or Dockmaster can stop at once any repairs that either feel exposes the docks or the property of others to any harm as well as by unauthorized maintenance personnel. Licensees shall pay the cost of repairs or replacement of any property damaged by them, their families, subcontractors, licensees, or guests. No contractors shall be allowed on the premises without prior approval of the Marina and presentation of appropriate proof of insurance coverage.

**SAFE CONDITION:** Licensee agrees to maintain his vessel in a safe and operable manner. Vessels that are inoperable will not be allowed to remain at the Marina; temporary or occasional breakdowns excepted.

**WATER/POWER LINES AND CONNECTIONS:** Water or power lines shall not be left unattended across main walks. All connections to Marina receptacles shall be with marine grade cords only. The Licensee shall maintain all accessory cords in good, safe operating condition. Frayed cords shall promptly be replaced at the Licensee's expense. The water on the docks is potable water that has been treated and supplied by the Glynn County Water System. The water is to be used for drinking as well as the cleaning of vessels. Water left running as well as tap water used with air conditioning systems will be charged to the Licensee at an estimated usage rate.

**MOORING:** All vessels shall be moored in a safe manner, on cleats, with adequate dock lines. Dock lines which are, in the opinion of the Dockmaster or Marina, not adequate, shall be replaced by Licensee upon request of the Dockmaster or Marina, but if Licensee cannot be contacted immediately, Marina shall have the option of replacing the dock lines and charging the expense to the Licensee. No part of any vessel shall extend over the main walkway, including all projections.

**SPEED LIMIT:** The speed limit within the waters of the Marina shall be dead slow or wakeless speed, whichever is slower.

**FISHING and SWIMMING.** Fishing from Marina floats or gangways is not allowed by anyone except Marina customers, their accompanied guests, and Marina employees. Swimming is prohibited to everyone at the Marina and in the adjacent waters except by licensed and insured contractors during their work.

**DISORDERLY CONDUCT:** Disorderly conduct by Licensee or his visitors that might injure a person, cause damage to property, or disturb other tenants or owners shall not be tolerated.

**SOLICITATION:** No unauthorized person shall solicit business or offer goods, wares, merchandise, or services for sale on the premises of the Marina without prior written consent of Marina.

**SALES:** In the event of an ownership change of any vessel at the Marina, it shall be the duty and obligation of the Licensee to notify the Marina of the ownership change. In the event the ownership of a vessel changes and the Marina has not been notified, all fees will continue to be the responsibility of the Licensee until a new Licensee has signed all required paperwork and checked-in with the Dock Office.

Licensees may place "For Sale" signs on their vessel and sell the vessel with or without the use of an agent of their choice.

**DOCK BOXES:** No dock box, or any other storage device or container, may be installed or left on the docks unless purchased through the Marina and installed by Marina personnel.

**ALTERATIONS:** No part of the lounges, furniture, piers, docks, dock boxes, utility posts or any permanent attachment to the docks may be altered in any way.

**SHOWER AND BATHROOM FACILITIES:** Licensees and guests using shower facilities shall discard items such as empty containers, feminine hygiene products, packages, and other throw-away items in the provided trash receptacles. Please try to keep these facilities clean as others will be using them after you. If you find the facilities unclean or disorderly, please report this to the Marina staff at once. No pets shall be allowed in the bath houses.

**SAFETY AND COMPLIANCE WITH LAW:** All persons using the Marina facilities shall do so lawfully and, in such fashion, as to maintain and preserve those facilities and the property of Marina. Each person shall be responsible for his/her conduct and safety. All persons shall comply with all local, State, and Federal laws and ordinances.

**AUXILIARY/SECONDARY WATERCRAFTS:** Auxiliary/secondary watercrafts including dinghies, jet skis, kayaks, etc. must be stored on the deck of the mother vessel or moored to the mother vessel and/or its rented dock. Floating auxiliary/secondary watercraft must be between mother vessel and dock or otherwise tied outboard to the stern of the mother vessel. The auxiliary/secondary watercraft, when dock at the stern of the mother vessel, is not to extend past the maximum width of mother vessel except that an auxiliary watercraft may be docked against the stern of the mother vessel in a manner that causes it to extend across the end of the adjacent finger where the mother vessel is docked. All such small vessels must be registered with the marina and shall carry identification numbers, marks or names and must be registered to the owner of the mother vessel. All auxiliary/secondary watercraft must be kept pumped out. If auxiliary/secondary watercraft extends past the registered LOA of vessel, Marina

reserves the right to include it in calculations for billing.

**PETS:** Vessel owners with pets are welcome at Brunswick Landing Marina. However, pets shall be controlled. Pets may be toileted in any of the grassed areas east of the main marina drive called Torras Landing. At the sole discretion of Marina, any pet deemed to be a nuisance may be banned from the premises. Pets, except for professionally trained service animals as defined by Georgia state law, are not allowed in bathhouses, lounges, or club rooms at any time. No animals shall be tied to any part of the dock, including fingers. The owner of the animal on the Marina premises will be responsible for cleaning up pet excrement left anywhere other than the large, grassed acreage east of the main marina drive called Torras Landing.

**VESSEL APPEARANCE:** All vessels shall be kept in a clean and orderly condition.

**PLAYGROUND:** All children using the playground must always be under direct supervision of a parent or guardian. Appropriate clothing must be worn to avoid potential accidents. No oversized clothing, hoodies, or clothes with drawstrings are allowed. Playground is intended for use by children 12 years old and younger. Use of the playground is at your own risk. No rough playing is permitted. Only one person per swing at a time. No jumping off sliding boards. No glass or bottles allowed. Open hours are from 6 am to 10 pm.

**DOG PARK:** Dogs must meet all guidelines herein and maintain current vaccinations (Rabies with Tag Number, DHLPP & Bordetella) to utilize the off-leash areas. Current license and rabies tags must always be worn on the dog's collar. Dog Park closes at sunset daily. No animals other than dogs may be brought into the fenced area. Dog owners must remain in the fenced area while their dogs are using the dog park. Owners must always be in view of their dogs and have voice control. Children accompanying dog owners must be strictly supervised and at least 13 years old to be allowed inside. Spectators should remain outside the fenced area. Aggressive dogs and female dogs in heat are not allowed. Owners must immediately leash and remove dogs from the dog park at the first sign of aggressive behavior. Please be courteous to others and remove any sick dogs from the dog park. Owners must dispose of waste properly in the designated on-site containers. While small bite-sized training treats are permitted, food in bowls, long-lasting chews, or glass containers are not allowed. No more than three (3) dogs per person are allowed on any single visit. Puppies less than four (4) months old are not permitted. Licensees and dog owners are liable for any injury or damage caused by their dog and are fully responsible for their dog's actions.