

License/Slip # _____ Tega Cay Marina, Limited •Tel: 803-548-3715 •Email: allan@tegacaymarina.com

LICENSE AGREEMENT BETWEEN TEGA CAY MARINA AND BOAT OWNER:

REGISTERED OWNER _____ PHONE # _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

SOCIAL SECURITY# _____ DRIVERS LICENSE# _____

E-MAIL _____ EMPLOYER _____ OFFICE # _____

SPOUSE'S NAME _____ CELL # _____ BUSINESS # _____

CO-OWNER/AGENT _____ HOME # _____ CELL # _____

ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

SOCIAL SECURITY # _____ DRIVERS LICENSE # _____

REGARDING THE FOLLOWING VESSEL:

BOAT BRAND _____ MODEL _____

TYPE _____ YEAR _____ LOA _____ BEAM _____

DRAFT _____ HIN _____

MOTOR BRAND _____ MODEL _____ YEAR _____ HP _____

STATE & REG NUMBER _____ BOAT NAME _____

REGISTERED OWNER'S INSURANCE COMPANY _____

POLICY # _____ EXP. DATE _____

CAR YEAR, MAKE & MODEL _____ TAG # _____

ADDITIONAL PEOPLE AUTHORIZED TO USE VESSEL: (___) IMMEDIATE FAMILY MEMBERS AND/OR

IN AN EMERGENCY, NOTIFY _____

This license is for _____. The period of occupancy shall commence on _____ and shall end (unless otherwise terminated as provided herein) on _____ subject to the renewal of this license and its terms on a(n) _____ basis, and may be renewed for additional periods upon agreement of both parties as to rates, conditions, space involved and payment of all specified fees and services. Rates are based on slip size. The fee for this space shall be \$ _____ per _____, payable _____. No refunds will be granted if the vessel is removed prior to the expiration date.

Electrical service (___) is (___) is not included in the above rates. If not included, charges will be passed on directly from the utility, billed monthly and payable upon receipt.

REGISTERED OWNER (S) CERTIFY THAT THE PROVISIONS OF THIS LICENSE AGREEMENT TOGETHER WITH THE MARINA'S RULES AND REGULATIONS, HAVE BEEN READ AND THE TERMS AND CONDITIONS ARE FULLY UNDERSTOOD. BOAT OWNER (S) CERTIFY THAT A COPY OF THIS LICENSE AGREEMENT HAS BEEN RECEIVED AND THAT THE SLIP FOR THE SUBJECT VESSEL HAS BEEN EXAMINED AND IS DEEMED SUITABLE AND ACCEPTABLE.

APPROVED BY _____ APPROVAL DATE _____

ACCEPTED BY (Boat Owner) _____ ACCEPTANCE DATE _____

1. DEFINITIONS. For purposes of this license, the term "Boat Owner" shall include the Registered Owner(s) of the vessel, family members, guests and agents. The term "Marina" shall be used to describe the physical location of Tega Cay Marina including both the land and water portions; and the terms "Manager" and "Marina Owner" shall both refer to Tega Cay Marina, Limited in their capacities as operational manager and owning entity respectively. The "Marina Office" is physically located at 28000 Marina Drive, Tega Cay, SC 29708 and has an official mailing address of 2764 Pleasant Road, Suite A-10225, Fort Mill, SC 29708.

2. JURISDICTION. The Boat Owner understands that upon entering the confines of the Marina, the Boat Owner's vessel falls within the jurisdiction of the Marina and shall be operated and located as directed by the Manager.

3. RULES AND REGULATIONS. The Boat Owner shall comply with (A) all Federal, State, County and local laws, codes, regulations and rules, (B) the Rules of the Road and the Navigational Laws of the United States, and (C) all rules and regulations now and hereinafter in force as promulgated by the Manager, and as posted at the Marina from time to time.

4. NOTICES. All notices, statements of amounts due or other communications to the Registered Owner shall be deemed to have been given if mailed or emailed to the latest address on file in the Marina Office or by notice attached to the boat. Notices from the Boat Owner shall be given by mail, email or presented to the Marina Office during normal business hours.

5. PERMITTED ACCESS. Only those persons specified as Boat Owners shall have access to the Marina. Only those persons specified on page 1 above as Authorized People shall be permitted to operate the vessel within the confines of the Marina and such use is also conditioned on such person having the appropriate licenses and insurance.

6. REVOCATION OF ACCESS or REMOVAL. All Boat Owners and Authorized People granted access to the Marina premises are required to conduct themselves reasonably and conform to the Rules and Regulations in place at the time for the Marina as set forth in paragraph 3, and any failure to comply with the Rules and Regulations or reasonable requests by the Manager may result in removal from the premises, a ban from the premises, or the termination of this Agreement without refund at the sole discretion of the Manager.

6. SPACE DESIGNATIONS. The Manager shall retain the right to designate space. Every effort shall be made to assign the Boat Owner the space of his/her choice however, the Manager's business judgments shall also be a relevant factor in the assignment of space. This license is for use of the designated water slip only. Use of any other water or land space shall be agreed in writing and paid for separately.

7. VESSEL SIZE. Vessels moored in slips are not to protrude beyond the outermost pilings of the slip unless approved by the Manager in writing. In the event the vessel is too large for the slip rented, the Manager reserves the right to require relocation to a larger slip or to terminate this license if a suitable slip is not available or the Boat Owner rejects the offer of relocation.
8. SPECIFIED VESSEL. If the Boat Owner desires to dock a vessel other than the one listed above, written permission of the Manager must be obtained. Additional charges may apply.
9. SUBLET BY BOAT OWNER. The Boat Owner agrees not to sell, sublet, transfer, assign or permit the use of his/her licensed space. Should the Boat Owner dispose of the vessel in anyway, including the selling of the vessel, the successor in ownership will not automatically assume slip privileges and will need to apply for and pay for the space as any other potential customer of the Marina. No refunds or transfer of remaining slip term will be allowed if the vessel is sold or removed prior to expiration date. Boat Owner agrees to notify the Manager immediately in writing of any change in ownership of the vessel.
10. SUBLET BY MANAGER. The Manager reserves the right to use licensed space when not occupied by the Boat Owner. The Boat Owner shall notify the Manager when the space is to be vacant for over 48 hours.
11. SERVICES. The Manager does not guarantee continuous electrical, water or equipment service. Water depth is outside of the control of the Marina and is not warranted nor guaranteed.
12. EMERGENCY SERVICES. The Boat Owner assumes full responsibility for seeing that his/her vessel is properly moored with suitable lines and fenders so that the vessel will be secure in all wind and weather conditions. Should circumstances, including but not limited to, adverse weather, rain, floods, ice, snow, freezing temperatures, high winds, high or low water, collisions with objects or vessels, boat wakes, electrical power failures, acts of God or third parties, require any action to prevent or try to prevent damage to the vessel, such action shall be the sole responsibility of the Boat Owner. The Manager has merely licensed the space at its Marina, assumes no responsibility of any sort for the vessel and is not in any way obligated to take any action or perform any services with respect to the vessel. The Manager may, however, at any time, take such steps and perform any services about the vessel as in its sole discretion it shall choose, including mooring the vessel in such a manner, and with such lines, as it shall deem proper. The Manager/Marina Owner shall not be liable for loss of or damage to said vessel occurring before, during or after said services shall be performed, or for failure to provide any or all said services. Boat Owner shall pay for all services performed, or goods or materials used in any work done, whether emergency or otherwise, to protect or safeguard the vessel, or other vessels, docks, installations or persons from damage by the vessel, regardless of the success of such efforts.
13. SUNKEN VESSEL. In the event the vessel shall for any reason sink while berthed in a slip, offshore mooring, at dockside or while otherwise occupying waters used by customers of the Marina, the Manager may take immediate steps to raise and repair or remove said vessel, all costs of which shall be at the Boat Owner's expense.
14. METHOD OF PAYMENT. The Boat Owner shall make all payments on time, and shall have the burden of showing that payment of any charge was, in fact, received on time by the Manager. The Manager is under no obligation to accept any checks or credit cards and the Boat Owner shall be obligated, if the Manager shall so desire, to pay all charges and fees due in cash.
15. PAYMENT OF CHARGES. Boat Owner agrees that in addition to payment in advance of slip fees he/she will also promptly pay all charges for work done, including parts, supplies, fuel, labor or service as billed by the Manager or resident concessionaires, and all charges for loss, damage or injury for which he/she is liable.
16. LATE PAYMENT. Boat Owner agrees to promptly pay the slip fees listed. The Manager shall be under no obligation to furnish any slip, or allow the vessel to be at the Marina, or to regard this license as valid, if advance payment of the slip fee is not made when due. Failure to pay slip fees within 10 days after such payments are due

may be considered a default hereunder. Even if the license herein is not terminated, if such fees are not paid in full within 10 days after such payment is due, the fees for the slip may at any time at the Manager's option and without further notice to the Boat Owner be increased retroactively to the Marina's daily rate until the slip fees, including those based on the daily rate, have been paid in full. After 30 days, the Manager may charge 1.5% per month service charge, compounded monthly, on the unpaid portion.

17. DEFAULT. Any failure by the Boat Owner to comply with provisions of this License shall constitute a default entitling the Manager, without notice, to exercise immediately all its rights including, without limitation, declaring the License herein terminated, proceeding to recover all amounts due and owing from the Boat Owner, and removing, locking, retaining, selling or disposing of the vessel as provided herein. In any action brought in court by the Manager, the Manager shall be entitled to recover all costs and expenses, including reasonable attorney's fees. If suit is brought in Admiralty for unpaid charges hereunder, the Manager shall be appointed substitute custodian of the vessel at the custodial Marina normal daily transient rate, plus any additional amounts resulting from extra costs incurred by the Manager for the care of the vessel such as insurance, dock lines, security, pump-outs, etc. Immediately upon the appointment of a substitute custodian, Boat Owner agrees to cause the vessel to be vacated for the period of such custody, removing only personal possessions which shall not include any of the vessel's equipment.

18. TERMINATION. This license may be terminated at any time by the Manager at its option for any reason, without liability on the Manager's part, which shall refund the prorated balance of any fees paid in advance unless the Boat Owner is in default or has elected termination. It may be terminated at any time by the Boat Owner, except that the Manager shall then be under no duty to refund any part of a fee paid in advance. This license may be terminated for cause by the Manager if there is any default by the Boat Owner of any of the provisions herein, in which case no refund of prepaid fees shall be made. If the vessel remains at the Marina more than 30 days after the termination of this agreement, the fee for its remaining there will automatically and without notice be at the daily transient rate, regardless of the rate charged prior to termination; provided, however, that charging the daily transient rate shall not affect any rights of the Manager herein to retain the vessel until all charges are paid, to have the vessel removed from the Marina, or any other rights the Manager may have hereunder or at law.

19. RETENTION OF VESSEL. The Manager shall have a continuing lien on the vessel for all unpaid charges even if unbilled. The Boat Owner shall not remove the vessel from the Marina without the Manager's consent in writing if there are any unpaid charges owing to the Manager, whether billed or not. The Manager may retain the vessel pending full payment and may move it to land or to another slip, with charges for such actions being paid by the Boat Owner. If the vessel is removed from the Marina while any of said charges are still unpaid, the Manager may enter the vessel wherever it is, bring it to the Marina or other such place as it chooses and retain it pending payment. The Boat Owner shall always disclose the whereabouts of the vessel. Cost of retaining, moving and/or recovering the vessel will be the responsibility of the Boat Owner and shall also be a charge and lien against the vessel. The Boat Owner shall not hinder, delay or obstruct the Manager in exercising any of its rights hereunder, and shall leave and vacate the vessel whenever so requested by the Manager.

20. REMOVAL OF VESSEL. The Boat Owner expressly acknowledges that space at the Marina is scarce and valuable. If the Manager terminates this license and requests the Boat Owner, orally or in writing, to remove the vessel from the Marina, including its land, docks and adjacent waters, the Boat Owner shall do so promptly and in any case within 30 days of such request. If the Boat Owner fails to do so, the Manager may remove the boat by placing it outside the Marina grounds, or anchoring it away from the Marina, regardless of whether the vessel will be safe in said location, and the Manager and Marina Owner shall not in any way be responsible for the safety or well-being of the vessel, its contents or any person on board.

21. FUEL. No fuel of any kind will be delivered, transported, or dispensed into any vessel within the confines of the Marina except for fuel that is dispensed from the appropriate fuel dock areas.

22. **SALE OR DISPOSAL OF VESSEL.** In the event of non-payment by the Boat Owner of charges billed by the Manager within 30 days, or failure by the Boat Owner to remove the vessel within 30 days after the request to do so, in addition to any other remedies it may have had under State, Federal or other applicable law or hereunder, unless said charges are paid in full or the boat is removed, as the case may be, or other resolution satisfactory to the Manager is reached, the Manager may sell or otherwise dispose of the vessel. If the vessel has little or no market value, or is worth less than the amount owed to the Manager may destroy the vessel. Prior to sale or destruction, the Manager shall make reasonable efforts to notice to the Boat Owner in writing that such steps will be taken after 45 days from the date of the letter. Reasonable efforts under this agreement require written notice that is either hand delivered or mailed to the current address on file with the Marina for the Boat Owner by registered or certified mail, and also placed on the boat itself. It is the Boat Owner's responsibility to apprise the Manager of a change in address. If said mail is not picked up and reasonable efforts using the telephone book or inquiries at the Boat Owner's place of business to locate the Boat Owner is unsuccessful, the Manager may act without further notice after the said 45-day period has elapsed. If the vessel is sold, the Manager shall not be obligated to advertise said sale, conduct an auction, obtain the best possible price, or follow any procedures, except that the sale shall be commercially reasonable. The Boat Owner agrees that this requirement shall be met by advertising the sale once in the boat section (if any) of a daily newspaper having a general circulation in the city or county where the Marina is located and selling the vessel for the highest immediate cash price offered, it shall pay the Boat Owner the proceeds of the sale remaining after deduction of all charges due it, and costs, including attorney's fees, incurred in said sale. If the Boat Owner cannot be found, the Manager may retain said proceeds. Although not obligated to do so, the Manager may pay the proceeds to any lien-holder. The Manager may sell the vessel to itself or to the Marina Owner. The Boat Owner hereby gives the Manager the power of attorney to transfer title to said vessel.

23. **INSURANCE REQUIREMENTS.** The Registered Owner warrants that he/she has full and complete hull and liability insurance coverage of his/her own of at least \$500,000 against all boat and boating hazards, theft, and hazards of personal injury, and must provide a current copy of his/her declaration page naming the Manager and the Marina Owner as Certificate Holders, to be kept on file. The Manager and Marina Owner shall not be responsible for any loss or damage to the vessel or the contents thereof or for injury to any person, due to fire, theft, collision, weather or other acts of God, acts of other persons or due to other causes not enumerated above. The Boat Owner hereby releases the Manager, Marina Owner, the National Harbor Owners Association (the "Association"), and the holders of any deeds of trust or mortgage encumbering the Marina from any liability for any loss or damage of any kind or for any injury to or death of persons or damage to property of the Boat Owner or any other person from any cause whatsoever by reason of use, occupancy or enjoyment of the water slip or the Marina by the Boat Owner or any person therein or holding under the Boat Owner. The Manager or Marina Owner is not considered insurers of the property or person of the Boat Owner or any other person all of whom come within the confines of the Marina at their own risk.

24. **INDEMNIFICATION, RELEASE AND HOLD HARMLESS.** The Boat Owner hereby agrees to defend, indemnify, pay on behalf of and save harmless Manager, the Marina Owner-Tega Cay Marina, Limited, and the holders of any deeds of trust or mortgages encumbering the Premises (collectively, the "Marina Indemnified Parties") from and against all claims, actions, demands, damages, costs and expenses and liability whatsoever (including reasonable attorneys' fees, court costs and expenses) on account of any such real or claimed loss or damage or liability occasioned in whole or in part by any act or omission of the Boat Owner, in, at, upon or from the water slip or the Marina.

25. **COMMERCIAL CONSTRAINTS.** There shall be no soliciting or commercial activities conducted within the confines of the Marina without prior written permission of the Manager. No vessel will engage in paid-for boat charters, boat rides, nor may merchandise or services be sold from it. Commercial activities include, but are not limited to, use of the Marina address and use of the phone number on a boat at the Marina in any advertisement,

brochure, letterhead, business card, etc. All vessels docked at the Marina must be used for pleasure only, unless authorized by the Manager.

26. INDEPENDENT CONTRACTORS & MAJOR REPAIRS. Boat owners having independent contractors do work on their vessels must ensure that such contractors comply with the requirements set forth in this Section 26 and first advise the Manager as to when the contractor is expected. In addition, under no circumstances may the Boat Owner perform any major repairs on its vessel while moored at the Marina. Whether work performed on a boat or vessel is a "Major Repair" shall be determined on a case by case basis in Manager's sole and absolute discretion. To maintain the highest standards in all aspects of the operation of the Marina, the following requirements are established for those Contractors, Subcontractors and Sub-subcontractors retained by a boat owner and who desire to conduct business on or around the vessels moored at the Marina.

a) Minimum Insurance requirements:

(i) Commercial General Liability insurance in a combined single limit of not less than \$1,000,000 for each occurrence, and

(ii) \$2,000,000 in the aggregate for bodily injury or death or persons and/or loss of or damage to property.

(iii) Worker's Compensation insurance in amounts as required by applicable law and Employer's Liability insurance in an amount equal to that required by South Carolina State law and to include a waiver of subrogation for the benefit of the Manager and the Marina Owner.

(iv) Such insurance policies shall be submitted to the Manager prior to the commencement of any work. Such certificates of insurance shall provide that (x) the insurance listed above is in full force and effect, (y) the insurer insures against the liability assumed by the Manager, (z) the Marina Indemnified Parties are listed as additional insured.

b) The Approved Contractors shall abide by the Rules and Regulations as established by the Manager from time to time.

c) Conduct of Contractors and their employees:

(i) At all times contractors and their employees shall conduct their activities in a professional manner to not in any way denigrate the reputation of the Marina. Complaints to the Manager regarding unprofessional, unethical or other failures to perform in a professional manner may result in the contractor being barred from doing business in the Marina.

(ii) Contractors and their employees shall not make any negative statements or representations concerning other businesses at the Marina.

(iii) Should any conduct of the contractor's employees violate the standard rules of conduct, the contractor will be contacted to require their employee(s) to cease and desist such activity immediately or be subject to removal from the Marina and/or the Project.

28. LIVE-A-BOARDS, PETS AND DOCK BOXES. Living aboard is not permitted unless approved by Manager. Pets will only be allowed in the Marina under restrictions issued by the Manager. Pets must be on their vessel or on a leash. Pets are not allowed into the restrooms under any circumstances. Under no circumstances shall this license permit the Boat Owner or anyone affiliated with the Boat Owner to install or maintain on the pier adjacent to the Boat Owner's water slip or anywhere else within the Marina what is generally referred to as a "Dock Box" without written permission of the Manager.

30. NOISE LEVELS. The Boat Owner agrees that (i) loud noises such as hailers, loud music, or unnecessarily loud revving of engines by the Boat Owner will not be permitted, (ii) dock parties need to conclude by 11:00 p.m.

Sunday –Thursday and by 12:00 midnight Friday and Saturday and (iii) any noise from the Boat Owner which can be heard further than two water slips from the Boat Owner’s slip will be considered too loud.

32. PARKING. The Manager may prescribe certain sections where the Boat Owner may park their vehicles. The Boat Owner shall use and shall require its guests to use, only such designated sections for parking.

34. HAZARDOUS/OFFENSIVE MATERIALS. The pumping of oily bilges or the discharge of any oil, spirits, fuel or any other toxic or flammable material overboard is strictly prohibited. Waste oil and fuels may be disposed of in the containers designated for this purpose. Paint and other toxic chemicals and containers must be removed from the property. The overboard discharge of marine heads and/or holding tanks is forbidden.

35. EXCLUDED VESSELS AND VEHICLES. No license shall be granted or continued for any vessel which, in the sole judgment of the Manager, is structurally, mechanically or cosmetically deficient; or if the subject vessel was designed and built solely as a residence or without an effective means of propulsion. Also, recreational vehicles, campers, camping trailers, trucks more than 3/4-ton capacity, trailers, and boats on trailers are strictly prohibited without the written permission of the Manager.

36. MANAGER RIGHTS. The Manager reserves the right to reject any applicant for a slip as well as reject any vessel with electrical service requirements exceeding the Marina’s capabilities. The Manager may sue to enforce any rights hereunder or under applicable law in the state and county or other subdivision where the Marina is located, and the Lessee consents to such jurisdiction and venue. The provisions hereon shall be construed under the law of the place where the Marina is located. The Manager shall be entitled to injunctive relief to aid in securing any of its rights hereunder. The Boat Owner agrees that Marina personnel may enter the vessel and at any time for the enforcement of any rights of the Manager hereunder or under applicable law, and may use reasonable means to affect such entry, and in removing, rejecting, retaining or recovering the vessel as provided herein.

37. PROVISION DEVIATIONS. Employees of the Manager are not permitted to deviate from, relax or amend in any manner, the provisions of this license. Any charges herein must be approved in writing by an Officer of Tega Cay Marina, Limited.

38. WAIVER & SEVERABILITY. Failure of the Manager to enforce any provision herein shall not constitute a waiver of its rights with respect to any other breaches or violations of this agreement. In the event, any provision herein shall be held not enforceable, this shall not affect any other provision.

40. ADDITIONAL REMEDIES. The various rights, powers, and remedies of Manager contained in this license shall be construed as cumulative and not one of them shall be exclusive of any of the others, or of any other legal and equitable remedy which either the Manager might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by Manager shall not impair Manager’s rights to any other right or remedy until all obligations imposed upon the Boat Owner have been fully performed.

41. WAIVER OF JURY TRIALS. To the extent permitted by law, the Manager and the Boat Owner mutually waive trial by jury with respect to any action brought by either party under or about this license and/or the water slip, or the Marina.

42. UTILITY CAPABILITIES. The Boat Owner shall not have the right, without the Manager’s prior written approval, to install any equipment which shall exceed the capacity of any utility facilities serving the Marina or which shall require additional utility facilities. If such installation is approved by the Manager, the Boat Owner agrees to pay Manager, on demand, the cost of providing such additional utility facilities or utility facilities of a greater capacity.

43. ATTORNEY FEES. In any action or proceeding brought by the Manager or Marina Owner against the Boat Owner, the Manager or Marina Owner shall be entitled to recover from the Boat Owner reasonable attorney’s fees, and other reasonable legal expenses and court costs incurred by Manager or Marina Owner in such action or proceeding as the court may find to be reasonable.

44. INTERPRETATION. Printed parts of this license shall be as binding upon the parties hereto as other parts hereof. Parts of this license which are written or typewritten shall have no greater force or effect than and, shall not control, parts which are printed, but all parts shall be given equal effect. The Registered Owner declares and by its initials appearing below, that the Boat Owner has read and understands all parts of this license, including all printed parts hereof. This license has been jointly prepared by the Manager and the Boat Owner and the language in all parts of this license shall be, in all cases, construed per its fair meaning and not strictly for or against the Manager or the Boat Owner.

INITIALS
