



THE SURRY SEAFOOD CO.

633 Marina Drive, Surry, VA 23883
757-294-3700

LICENSE AGREEMENT FOR DOCKAGE

To avoid additional charges, 30 days' notice of your intention to discontinue docking at Marina must be given prior to your departure date of end of this contract.

1. The dockage rate and other charges in this agreement are according to the schedule above and are considered past due after that date, whether or not the assigned slip is occupied by the Yacht. All other charges are payable at the time of accrual. If any statement is not paid within ten (10) days after its due date, a late fee of \$15.00 will be applied to the outstanding balance. Dockage charges are payable to the end of the cancellation month and no refund of pre-paid dockage will be made. All charges must be paid in full before Yacht may leave Marina.
2. Vessels not marked, identified and licensed as required by law will not be permitted to use The Surry Seafood Company facilities. Registration or documentation numbers of vessels must be presented upon agreement of this document.
3. The intention of the parties is to create a license for the non-commercial use of dock space only with Marina as Licensor and Yacht owner as Licensee. This Agreement confers no leasehold interest and is revocable at any time by Marina upon notice, posted aboard the Yacht. No use for a particular purpose is granted, and no alterations or modifications are to be made by the Licensee, his agents, employees or guest to the dock area or utilities services.
4. Marina reserves the right to exclusive control over the use of dock space. Use of dock space is the personal privilege of Licensee and Yacht and is non-assignable. Any attempt to assign or assignment of the Agreement by Licensee is void, terminates the Agreement, and excuses Marina from further performance of the Agreement. Licensee shall not substitute another vessel for the above-described Yacht without the prior written consent of the Marina.
5. Marina assumes no responsibilities for and shall not be liable for the care, protection and security of the Yacht (including her gear, equipment, appurtenances and contents). Licensee and Licensee's employees and agents acknowledge they have full access to the Yacht at all times. Use of dock space is at the sole risk of the Licensee. **Further, Licensee represents and warrants that Licensee maintains adequate insurance, including protection and indemnity, on the Yacht, its contents and equipment of whatever nature. Copy of current vessel insurance binder must be on file.**
6. Marina expects Licensee to have made suitable arrangement for safe, sheltered anchorage during tropical storms, hurricanes, ice conditions, and other severe weather conditions. Licensee warrants such arrangements have been or will be made. Licensee may not assume that Marina's premises will be safe, sheltered anchorage during severe weather conditions. In the event of such weather conditions or other emergency, Marina, in its sole discretion, reserves the right to move or evacuate unattended vessels at the Licensee's risk and expense.

UNDERTAKING TO MOVE OR EVACUATE VESSELS SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF LICENSEE'S YACHT BY MARINA, NOR SHALL MARINA BE DEEMED A BAILEE OF THE YACHT.

7. Licensee for himself, his heirs and assigns, releases and holds harmless and indemnifies Pack Brothers Hospitality, LLC (T/A The Surry Seafood Company) and affiliates from any and all liability for loss or damage to the Yacht, its contents and equipment due to fire, theft, collision, rainstorms, floods, wind storm, act of God, acts or omissions of Licensee's agents, employees, or guest, or negligence, WHETHER OT NOT SUCH LOSS OR DAMAGE IS BASED UPON THE NEGLIGENCE OR CONDUCT OF MARINA OR ANY OTHER INDEMNITEE; and from any and all loss, damage, liability, legal action or claim, of whatsoever nature, arising out of Licensee's use of the facilities of Marina, the presence of Licensee's yacht, car or personal property at Marina, or the moving of the Yacht, WHETHER LOSS OR DAMAGE IS TO THE PROPERTY OWNED/LEASED BY MARINA, OR ANY OTHER PERSON AND WHETHER LOSS OR DAMAGE IS THE RESULT OF THE NEGLIGENCE OR CONDUCT OF MARINA OR ANOTHER INDEMNITEE, MARINA DISCLAIMS ALL IMPLIED WARRANTIES, AND LICENSEE, ON BEHALF OF HIMSELF, HIS HEIRS, SUCCESSORS, AND ASSIGNS, RELEASES MARINA AND ALL OTHER INDEMNITEES FROM ANY AND ALL LIABILITY ARISING OUT OF ANY IMPLIED WARRANTY.
8. Marina and Licensee incorporate by reference Marina's Rules and Regulations attached hereto. Marina reserves the right to alter, amend, and modify these Rules by posting new ones or by furnishing the Licensee or person in charge of the Yacht, a copy of the new Rules and Regulations, Licensee and his agents, guest and employees shall comply with all current Rules and Regulations.
9. Breach of the Agreement by Licensee, including but not limited to the violation of the posted Rules and Regulations by Licensee, Licensee's guest, agents, or employees, terminates the Agreement immediately upon written notice from Marina, excuses Marina from further performance and permits Marina to cause the removal of the Yacht at Licensee's risk and expense. Marina shall not be deemed a bailee of a vessel removed pursuant to this Section.
10. Licensee recognizes and agrees that Marina shall have upon the Yacht, its contents and equipment, all State and Federal liens of whatever nature given for service, labor repairs, material, necessities, or storage furnished. In any action, in rem or in persona, by Marina to enforce a lien of whatever nature, any bond posted pursuant to law, releasing the vessel to Licensee, shall include an amount sufficient to cover Marina's reasonable attorney's fees and costs, provided that Marina may have the amount of any bond posted increased to ensure the posted amount adequately covers all amounts claimed, including interest, cost and attorneys' fees. Licensee agrees to Marina's use of Federal Admiralty procedure in rem under Supplemental Admiralty Rule C.
11. No modification to the Agreement shall be enforceable unless in writing and executed by an authorized agent of Marina. Marina's failure to require strict performance of the Agreement or waiver of any conditions herein shall not act as a waiver of its rights hereunder nor be deemed a continuing waiver.
12. Licensee warrants and represents the Yacht will be presented for dockage and maintained throughout the term of the Agreement free of hazards that may cause danger, damage or expense to Marina or to others. Yacht shall be maintained in operable condition at all times or removed from the premises. Licensee authorizes Marina to make repairs necessary to keep Yacht in an operable condition, including towage to a repair facility, which repairs and towage will be charged to the Yacht and Licensee, upon Licensee's failure to do so; provided that Marina is not obligated or required to make such repairs.
13. Licensee represents and warrants that Licensee and Yacht shall comply with the Federal Water Pollution Control Acts (33 U.S.C. Section 1321 – prohibiting discharge of untreated sewage) and all other applicable Federal, State, and City municipal laws and regulations.
14. The person executing for or on behalf of Licensee warrants the authority to obligate Licensee and the Yacht to the terms of the Agreement.
15. The Agreement shall be interpreted in accordance with the laws of the State of Virginia and the laws of the United States. If any portion of the Agreement is found null and void, the remaining of the Agreement shall continue in full force and effect.
16. Licensee and Yacht, jointly and severally, shall be obligated to pay and shall pay all costs, including reasonable attorney's fees, incurred by Marina in non-judicial proceedings or judicial proceedings and appeals therefrom to enforce any and all provisions of the Agreement, including any sums due Marina.
17. The Dockage Rate established by the Agreement shall include only the service specifically agreed upon. The Yacht and the slip shall be used for pleasure and recreational purposes ONLY. The Yacht, slip and surrounding premises shall not be used for any illegal purposes. Any other service desired and rates for same shall be provided by separate agreement.
18. Licensee hereby acknowledges that Licensee has read and fully understands the Agreement, as well as the rules, policies and regulations currently governing the use of dock space.

RULES AND REGULATIONS

In an effort to provide an inviting atmosphere, the following rules and regulations are provided for your protection. Your cooperation in observing the following rules will be appreciated.

1. Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching berthing areas.
2. The Licensee or person in charge of any departing vessel must notify the Harbormaster of his plans. Marina reserves the right to rent any and all docks when vacant. Transients will move for vessels with advance reservations or current License Agreements.
3. Make financial arrangements at the office upon arrival. All personal property must be removed from the dock when Agreement is terminated. All accounts must be settled before departure. Please leave Licensee's forwarding address for telephone call and mail.
4. Consumption of alcoholic beverages is prohibited on docks unless in conjunction with an authorized special event. Alcohol will be permitted on vessels only.
5. Use discretion in operating engines, generating plants, radios, televisions, other sound producing devices and other power equipment so as not to create a nuisance or disturbance. Keep noise to a minimum at all times. Quiet time is from 11 pm – 8 am
6. Keep docks clear at all times. Lockers, chests, cabinets, or similar structures shall not be constructed on docks or finger piers, without written approval of the Marina. Storage of loose materials, supplies, debris, or gear is not permitted. Hoses, lines and shore power should not cross piers. Charcoal fires will not be permitted. Repairs to and maintenance of gear and equipment shall not be permitted on the docks or finger piers.
7. Do not throw refuse and garbage overboard but place it in the containers provided. Oil, spirits, inflammables and oily bilges may not be discharged into water or onto land. Plastic bags foul propellers and clog water intakes. Disposal of petroleum products and batteries are vessel owners' responsibility.
8. Business or professional services may not be conducted aboard vessels. Advertising signs are also prohibited and Marina does not allow solicitation of business or sale of merchandise. Marina address and phone number shall not be used for business purposes. No "For Sale" signs are allowed on vessels without prior approval of Marina management.
9. Laundering and drying of laundry on docks, finger piers, deck or vessel's rigging is not permitted.
10. Swimming, diving, crabbing, or fishing is not permitted from the docks or finger piers.
11. The finger pier between slips is for use of boats on each side; location of private gangways should be governed accordingly. In no case will a single gangway be allowed to block access to another vessel.
12. Marina reserves the right to limit and Govern all parking spaces in the Marina parking area.
13. If Licensee, Licensee's agents, employees, crew and guests violate any or all of the Rules and Regulations, engage in disorderly conduct, or engage in conduct that creates a threat or injury to persons, property or the reputation of Marina, then Marina is excused from further performance of the Agreement and may immediately cause the removal of the Yacht at Licensee's expense.
14. Licensee and Yacht are responsible for damage caused by Licensee, his employees, guest, agents or Yacht, to Marina's docks, structures, and pilings.
15. NO WAKE PLEASE! Licensees are responsible for damage caused by Yacht's wake.
16. POLICY REGARDING WORK PERMITTED: Licensees are allowed reasonable latitude regarding the care and maintenance of their Yachts. However, our experience indicates that control must be exercised. Work above the rail or on the Yacht may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by Marina's employees or other owners, captains or crew. HULL REPAIRS, MAJOR ENGINE REPAIRS/OVERHAUL, SANDING AND PAINTING FROM RAIL DOWN, MAJOR CARPENTRY/REBUILDING PROJECTS ARE STRICTLY PROHIBITED! APPROVAL TO PERFORM WORK OTHER THAN NORMAL MAINTENANCE MUST BE OBTAINED FROM THE MARINA WHOSE DECISION IN THESE MATTERS IS FINAL.
17. Licensee represents and warrants that Licensee and Yacht shall comply with the Federal Water Pollution Control Acts (33 U. S. C. Section 1321 – prohibiting discharge of oil or oily water, 33 U. S. C. Section 1322 – prohibition discharge of untreated sewage) and all other applicable Federal, State, City and municipal laws and regulations.
18. Licensee shall make no alterations or modifications to any electrical outlet used for servicing Yacht with shore power. Shore power cords and connectors shall be compatible with the shore base's electrical service outlet and shall comply with all applicable codes and regulations. Any questions about proper installation should be directed to Marina.
19. Any arcing, sparking or disruption or problems with electrical shore power to the Yacht should be immediately reported to Marina. Licensee agrees to discontinue use of electrical shore power if arcing, sparking or disruption of the shore power occurs. Continued use of electrical shore power under conditions of arcing, sparking or disruption of service may result in fire.
20. Pets must be leashed at all times while traversing The Surry Seafood Company property. Curb pets well away from facility walkways.
21. The dockage fee will apply for vessels regardless of whether water or electricity are utilized.