



Niceville Yacht Club

Slip License Agreement

SRM Capital Group LLC d/b/a Niceville Yacht Club · 815 Bayshore Drive, Niceville, Florida 32578 · 850-706-0099 · nicevilleyachtclub@gmail.com

Part 1. Licensee, Vessel and Slip Information

This Slip License Agreement ("Agreement") is between **SRM Capital Group LLC, doing business as Niceville Yacht Club**, 815 Bayshore Drive, Niceville, Florida 32578 ("Marina"), and the person or persons named below ("Licensee"). **NO LIVEABOARDS.**

Licensee

Full legal name	Date of agreement	
<input type="text"/>	<input type="text"/>	
Mailing address (street)		
<input type="text"/>		
City	State	ZIP
<input type="text"/>	<input type="text"/>	<input type="text"/>
Cell phone	Other phone	Email
<input type="text"/>	<input type="text"/>	<input type="text"/>
Driver's license number	Issuing state	License expiration
<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle make, model, color and plate		
<input type="text"/>		
Registered owner of vessel, if not Licensee (name and authority to sign)		
<input type="text"/>		

Emergency contact

Name and relationship	Phone
<input type="text"/>	<input type="text"/>

Vessel

Vessel name	Year	Hull color
<input type="text"/>	<input type="text"/>	<input type="text"/>
Make (manufacturer)	Model	
<input type="text"/>	<input type="text"/>	
Vessel type	If other, describe	
☐ Power ☐ Sail ☐ Other	<input type="text"/>	
Length overall incl. bow sprit, platform, davits, outboards (ft)	Beam (ft)	Draft (ft)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Hull identification number (HIN)	FL registration no. or USCG documentation no.	
<input type="text"/>	<input type="text"/>	
Registration expiration	Engine(s): make, horsepower, fuel type	
<input type="text"/>	<input type="text"/>	

Shore power needed

☐ 30 amp

 ☐ 2 x 30 amp

 ☐ 50 amp

 ☐ 2 x 50 amp

Holding tank / marine sanitation device

☐ Yes

 ☐ No

Location of pump-out fitting

Lender or lienholder name, address and phone (or "none")

Dinghy description

Dinghy registration no.

Length (12 ft max)

Insurance

Insurance company

Policy number

Liability limit (\$300,000 min.)

Policy expiration date

Agent name and phone

Slip and charges (completed by Marina)

Slip number

Term

☐ Monthly☐ Annual☐ Weekly☐ Daily

Start date

Billed length, 25 ft minimum (ft)

Slip rent (\$12.00/ft/mo)

Electric surcharge (\$0.55 / \$0.75 / \$1.00 / \$1.20 per ft/mo)

Discount amount (slip rent only)

Discount

☐ None☐ 10% military☐ 10% annual prepay☐ 5% six-month prepay

Sales tax (7%)

Total due each month

Security deposit

\$250.00

Required with this Agreement

The Marina will not assign a slip until it has all of the following:

Received (Marina use)

☐ Copy of driver's license or photo ID☐ Copy of vessel registration or USCG documentation☐ Insurance certificate naming SRM Capital Group LLC☐ \$250 deposit and first month's charges

Part 2. Terms and Conditions

1. License only; use at Licensee's sole risk

This Agreement is for the use of Marina space only, and that space is used at the **sole risk of Licensee**. It grants Licensee a personal, revocable license to use the assigned slip. It is not a lease and creates no leasehold or tenancy.

This Agreement does not create a bailment of the vessel, and the parties do not intend to create one. The Marina exercises no temporary or permanent dominion or control over the vessel. Control of the vessel remains with Licensee at all times. The Marina is not liable for the care or protection of the vessel, including its gear and equipment, at any time.

Licensee has inspected the dock space and is satisfied that it is safe and suitable for use. Before signing this Agreement, Licensee examined the Marina premises to Licensee's satisfaction, is satisfied with their physical condition, and agrees that the premises are in a safe condition and in good repair.

2. Term

1. A monthly term starts on the start date in Part 1 and renews automatically each calendar month until ended under Section 4 or Section 12.
2. An annual term runs 12 months from the start date. A Licensee who ends an annual term early owes the charges for the rest of the year and forfeits the security deposit.
3. Weekly and daily terms are paid in full on arrival, with no grace period, and cannot be converted to a monthly rate.

3. Charges, payment and electricity

1. Charges are due in advance by the 1st of each month through TurboTenant or another method the Marina approves. Charges are not prorated and unused time is not refunded.
2. A \$25 late fee is due on any payment more than 10 days late. If a payment is 15 days late, this license is revoked and the Marina may use any remedy in Section 12.
3. All charges are subject to Florida and Okaloosa County sales tax, currently 7%.
4. The Marina may change rates with 30 days' written notice.
5. Shore power is unmetered. The included electricity covers battery chargers and bilge pumps only, up to 180 kWh per month; use above that is billed at \$0.20 per kWh. Air conditioners and heaters may not run while the vessel is unattended. The Marina may add charges or end this Agreement for excessive use.
6. Overnight stays aboard are \$15 per person per night.
7. The Marina does not guarantee electric or water service and is not responsible for interruptions, surges or outages or any resulting damage.

4. Security deposit and notice of departure

1. Licensee pays a **\$250 security deposit**. Licensee may not use it in place of a monthly payment; the Marina applies it only as this Agreement states.
2. **Licensee may end a monthly term at the end of any calendar month by giving the Marina written notice at least 15 days before the first day of the next month.** Email to nicevilleyachtclub@gmail.com counts as written notice.
3. **If Licensee gives less than 15 days' notice, or removes the vessel without notice, Licensee owes the full charges for the next month, and the Marina applies the security deposit toward those charges. Licensee pays any balance.**
4. With proper notice, the Marina returns the deposit within 30 days after the vessel leaves, less any unpaid charges, damage, cleanup, towing, storage or removal costs.
5. The vessel may not leave permanently until all charges are paid, unless the Marina agrees in writing. Check-out is 10:00 a.m. on the last day of the term; later departures are charged at the daily rate.

5. Insurance

1. Licensee must keep at least **\$300,000 marine liability insurance**, including salvage, wreck removal and pollution or environmental cleanup, naming **SRM Capital Group LLC, 4516 E Hwy 20 #183, Niceville, Florida 32578** as additional insured.
2. Licensee gives the Marina a current certificate before arrival and at each renewal.
3. If coverage lapses, this license ends immediately and Licensee must remove the vessel. Insurance does not limit Licensee's responsibility under this Agreement.

6. Vessel requirements

1. The vessel must be lawfully registered or documented, seaworthy, clean and able to move under its own power (sailboats under sail). Licensee must demonstrate this at any time on request; failure is grounds for immediate revocation.
2. The vessel must have working, permanently installed bilge pumps and a holding-tank Y-valve secured against overboard discharge.
3. Length is measured overall, including bow sprits, swim platforms, davits, outboards and anything that projects. The Marina may measure the vessel and adjust charges to the true length.
4. An inoperable, unsafe or unsightly vessel is a breach of this Agreement. The Marina may refuse any vessel it considers unsuitable for its docks, such as houseboats or unusual hull types.

6A. Marina access, inspection and emergency authority

1. **Licensee grants the Marina, its employees, agents and contractors, and law enforcement, the right to board, enter and inspect the vessel**, including cabins, bilges, engine spaces, fuel systems, holding tank, plumbing and electrical connections, at any reasonable time, with notice when practical. Inspections may cover seaworthiness, engines, dock lines, cleats, chafe gear, fenders, bilge pumps, fuel, sanitation, odor, exterior condition and compliance with this Agreement.
2. **In an emergency, or whenever the Marina believes in good faith that the vessel, other vessels, the docks, people or the environment are at risk** (for example taking on water, sinking, fire, smoke, a fuel or sewage leak, an alarm, failed or chafed lines, a storm or an electrical hazard), **the Marina may board without notice** and take any action it considers reasonable, including pumping bilges, adding or adjusting lines and fenders, closing valves, disconnecting shore power, moving or towing the vessel, hauling it out, or calling contractors or authorities.
3. The Marina may disconnect shore power to any vessel with unsafe wiring, excessive use or unpaid charges.
4. The Marina may photograph and document the vessel and its condition at any time.
5. On request, Licensee will give the Marina a key or other means of access, or the name of a local contact who can reach the vessel within 2 hours.
6. All actions under this section are at Licensee's expense and risk. Licensee pays the Marina's labor at its standard rate plus materials and outside costs. The Marina has no duty to inspect or act, and is not liable for acting or not acting.
7. If the Marina finds the vessel unsafe, inoperable, unsightly or out of compliance, Licensee must correct it within the time the Marina sets or remove the vessel. Otherwise the Marina may terminate this Agreement.

7. Use of the slip

1. Only the vessel in Part 1 may use the slip. Licensee may not assign, sublet or transfer the slip, or include it in the sale of the vessel.
2. **No liveaboards.** Using the vessel as a residence, or staying aboard more than 3 nights in any 7-day period without written approval, is not allowed.
3. No commercial use, charters or overnight rentals of the vessel without the Marina's written approval.
4. The Marina assigns slips and may move the vessel to another slip at any time.
5. Licensee must tell the Marina in writing before leaving for more than 7 days and confirm 48 hours before returning. The Marina may rent the slip while the vessel is away with no credit to Licensee.

6. Licensee must give the Marina written notice of any change to the information in Part 1 within 10 days, including address, phone, email, payment method, insurance and lienholder.
7. Licensee must notify the Marina office in writing if Licensee has permitted a third party to use the vessel. Licensee is responsible for all guests' compliance with Marina policies and for the conduct of everyone Licensee allows on the vessel or the premises.

8. Release, waiver and indemnity

PLEASE READ CAREFULLY. THIS SECTION GIVES UP LEGAL RIGHTS.

1. **USE OF THE MARINA IS AT LICENSEE'S OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE, FOR LICENSEE AND LICENSEE'S HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, RELEASES AND FOREVER DISCHARGES SRM CAPITAL GROUP LLC, NICEVILLE YACHT CLUB AND THEIR OWNERS, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, IN BOTH THEIR OFFICIAL AND INDIVIDUAL CAPACITIES ("MARINA PARTIES"), FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION, IN LAW, EQUITY OR ADMIRALTY, FOR INJURY, DEATH, OR LOSS OF OR DAMAGE TO PROPERTY, HOWEVER SLIGHT, INCLUDING CLAIMS CAUSED BY THE MARINA PARTIES' OWN NEGLIGENCE.**
2. **THIS RELEASE INCLUDES LOSS OR DAMAGE TO THE VESSEL, ITS ENGINES, GEAR, EQUIPMENT AND CONTENTS, MOTORS, SAILS, FURNISHINGS, VEHICLES, AND THE PERSONAL PROPERTY OF LICENSEE OR OTHERS ON THE VESSEL OR PREMISES, FROM ANY CAUSE, INCLUDING FIRE, THEFT, VANDALISM, WIND, STORMS, HURRICANES, HAIL, RAIN, ICE, HIGH OR LOW WATER, COLLISION, OTHER VESSELS, ACTS OF GOD, THE NEGLIGENT OR INTENTIONAL ACTS OF THIRD PARTIES, DOCK OR PILING FAILURE, AND ELECTRICAL OR WATER SERVICE PROBLEMS.**
3. **LICENSEE WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE MARINA PARTIES FROM ALL CLAIMS, LOSSES, FINES, CLEANUP COSTS AND ATTORNEY'S FEES ARISING FROM THE VESSEL, ITS USE OR CONDITION, OR THE ACTS OF LICENSEE AND LICENSEE'S GUESTS, CREW, CONTRACTORS AND INVITEES, EVEN IF A MARINA PARTY WAS NEGLIGENT.**
4. Licensee is responsible for all damage the vessel or Licensee's guests cause to the Marina, its docks or other vessels, and waives any right to limit that liability, including under federal limitation of liability laws.

9. No warranties

Licensee fully understands and agrees that the Marina does not warrant the condition of the slips, docks, piers, pilings, gangways, ramps, buoys, mooring gear or any other part of the Marina to be safe for docking, berthing or mooring vessels or for boarding and discharging passengers. The Marina does not warrant or guarantee the continuity of electrical or water service, and accepts no responsibility or liability for any damage caused by the use of the electrical or water service.

If fire, storm or other events beyond the Marina's control damage the premises so the slip cannot be used, this license ends and Licensee waives any claim for damages. The Marina need not repair or rebuild. The Marina may repair, improve or change the docks and grounds at any time, and Licensee will temporarily move the vessel when asked for maintenance, construction or events.

10. Storms and hurricanes

1. The docks are not rated for any wind speed or storm category and are not a safe place for a vessel during a tropical storm or hurricane. Licensee is solely responsible for tracking storms and for protecting the vessel, and Licensee assumes all risk of storm damage, including failure of docks, pilings, cleats, lines or other securing systems. Licensee will sign the Marina's storm acknowledgment again each hurricane season if asked.
2. Licensee must keep the vessel secured with proper cleats, lines, chafe protection and fenders as the Marina requires, and must keep a written storm plan for securing or moving the vessel. Licensee is strongly encouraged to move the vessel to a safer location before a storm.
3. Under Florida Statutes section 327.59, the Marina will not require removal of the vessel after a hurricane watch or warning is issued. After a tropical storm or hurricane watch is issued, the Marina may take reasonable steps to further secure the vessel and protect property and the environment, and may charge Licensee a reasonable fee.

4. Licensee is responsible for any damage the vessel causes to the docks, other vessels or property during a storm, and for raising and removing it if it sinks.

NOTICE TO VESSEL OWNER (Florida Statutes s. 327.59)

If the vessel owner, or the owner's designee, fails to promptly remove the vessel from the Marina within 48 hours after a tropical storm or hurricane watch is issued for Okaloosa County, Florida, including Choctawhatchee Bay and Boggy Bayou, the Marina owner or operator, or their employees or agents, may remove the vessel, if reasonable, from its slip, or take any and all other reasonable actions deemed appropriate to better secure the vessel and protect Marina property, private property and the environment. The vessel owner may be charged a reasonable fee for any such services.

11. Sale of the vessel

1. Licensee must tell the Marina in writing when the vessel is listed for sale, and again when the sale closes, giving the buyer's name and contact information within 48 hours.
2. The slip is not part of any sale and cannot be transferred. A buyer who wants the slip must apply and sign a new agreement before the vessel may stay.
3. Unless the buyer has signed a new agreement, Licensee must remove the vessel at the time of sale. Licensee remains responsible for all charges until the vessel leaves.

12. Default, removal and liens

1. **Default** includes: a payment 15 days late; lapsed insurance; a broken rule; an unsafe, sinking or inoperable vessel; false information; living aboard; or abandoning the vessel.
2. The Marina may end this Agreement at any time, with or without cause, by written notice to Licensee. On default the Marina may end it immediately. Licensee must then remove the vessel, dinghy, vehicles and property within the time stated in the notice. Daily rates apply until the vessel leaves.
3. After default or termination, the Marina may move, tow, haul out, secure or store the vessel and any of Licensee's property, in the slip or elsewhere, at Licensee's expense and risk. Until all charges are paid, Licensee may not remove the vessel, and the Marina may hold it in place, including with locks, chains or other devices, and may seek to arrest it under federal maritime law.
4. The Marina has a lien on the vessel, its equipment and contents for all unpaid charges and costs, including under Florida Statutes section 328.17 and federal maritime law. The Marina may enforce it, including by sale, as the law allows. Licensee consents to notices at the address and email in Part 1 and by posting on the vessel.
5. Property left after termination may be treated as abandoned and handled as Florida law allows.
6. **Personal responsibility.** Licensee is personally liable for all charges, late fees, utilities, haul-out, towing, storage, removal, environmental cleanup, disposal, collection costs and attorney's fees caused by the vessel or Licensee's breach. Abandoning the vessel does not end that liability. If a lien sale does not cover the full amount owed, Licensee pays the difference.

13. General provisions

1. **Laws.** Licensee's use of the Marina facilities, and any use by Licensee's guests or other vessel occupants, will comply with all federal, state, county and city laws and ordinances, especially those pertaining to waterways, vessels, marinas, navigation and boating, and including sanitation, pollution, alcohol and wildlife. Accidents must be reported to law enforcement as Florida law requires.
2. **Rules.** Schedule A is part of this Agreement. The Marina may update the rules with written notice; Licensee is responsible for following the current rules. Repeated violations are grounds for termination.
3. **Notices.** All notices due to the Marina under this Agreement must be in writing and either personally delivered to the Marina's manager ("Marina Director") or sent by certified U.S. Mail to the Marina Director through the Marina Office, 4516 E Hwy 20 #183, Niceville, Florida 32578. The only exception is the notice of departure in Section 4,

which may also be emailed to nicevilleyachtclub@gmail.com. Written notice mailed or delivered to Licensee's assigned slip, or to Licensee's mailing address on file with the Marina Director, is sufficient notice to Licensee; notice may also be emailed to Licensee or posted on the vessel.

4. **Attorney's fees.** Licensee pays all costs and reasonable attorney's fees the Marina incurs to collect money, remove the vessel, enforce a lien or enforce this Agreement, including on appeal.
5. **Law and venue.** Florida law governs this Agreement, and federal maritime law where it applies. Any lawsuit must be filed in Okaloosa County, Florida.
6. **JURY WAIVER. THE PARTIES KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY DISPUTE ARISING FROM THIS AGREEMENT.**
7. **More than one Licensee.** If more than one person signs as Licensee, each is fully responsible for every obligation.
8. **Entire agreement.** This Agreement, with Schedule A, replaces the Marina's earlier User License Agreement, Rules and Regulations, Sale Addendum and Slip Rental Acknowledgment for this vessel. Other changes must be in writing and signed by the Marina, except rule and rate changes made with notice.
9. **Severability.** If any part is unenforceable, the rest stays in effect, and that part is enforced to the fullest extent allowed.
10. **Electronic signatures.** Signatures and initials made electronically, including through TurboTenant, are binding and may be signed in counterparts.

14. Additional Marina rights

1. The Marina may refuse a license to anyone, or decline to renew one, for any lawful reason.
2. No vessel may stay at the Marina without a current signed agreement.
3. The Marina may deny Licensee, guests or contractors access to the premises after termination, default or a violation of law, and may treat them as trespassers. Contractors who don't meet Schedule A requirements may be refused, and Licensee must then remove the vessel if the work is needed.
4. This Agreement is subordinate to any present or future agreement between the Marina and any government agency about the Marina, its submerged lands, docks or seawalls.
5. The Marina's delay or failure to enforce any right is not a waiver of it.
6. The Marina's rights in this Agreement are in addition to every right it has under Florida and federal law.

Acknowledgment and signatures

By signing, Licensee confirms that: Licensee owns the vessel or is authorized to sign for its owner; the information in Part 1 is true; Licensee has read this entire Agreement and Schedule A, including the **15-day notice rule in Section 4**, the **boarding and inspection rights in Section 6A**, the **release and waiver in Section 8**, the **storm terms and notice in Section 10** and the **jury waiver in Section 13**; and Licensee agrees to them voluntarily.

Initials: Section 4

Initials: Section 6A

Initials: Section 8

Initials: Section 10

Licensee signature

Printed name

Date

Second Licensee signature (if any)

Printed name

Date

SRM Capital Group LLC d/b/a Niceville Yacht Club, by

Printed name and title

Date

Schedule A. Marina Rules and Regulations

These rules are part of the Slip License Agreement. Breaking them is grounds for removal of the vessel and termination.

Docks and grounds

1. Keep docks, finger piers, walkways and premises free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage, dinghies, supplies and all other obstructions at all times. Keep the decks of all vessels free and clear of debris, presenting a neat appearance. No lockers, chests or cabinets on the docks. Boarding steps need the Marina's approval and may not block the finger pier.
2. No fuel, propane, oil or hazardous materials on the docks or in dock boxes. Unattended materials may be removed at Licensee's expense.
3. No laundry, towels or swimwear hung on vessels, docks or pilings.
4. No bicycles, scooters, motorcycles, skateboards or motor vehicles on the docks, except mobility devices.
5. Swimming and diving are not permitted from the Marina, its docks or vessels in the Marina. Fishing only from Licensee's own docked vessel, unless the Marina restricts it.
6. No grills or open flames on the docks or aboard while docked, except galley stoves. Use the Marina grill area.
7. Docks are closed to the public after 10:00 p.m. Keep noise to normal conversation between 7:00 p.m. and 9:00 a.m. Portable or construction generators are not allowed without approval.
8. All pets must be leashed or contained when off the vessel, as city and county ordinances require, may not be disruptive, and their waste must be picked up. No pet washing in the bathrooms or showers.
9. No smoking in Marina buildings. Use alcohol responsibly and lawfully.
10. The Marina is not responsible for vehicles, bicycles or property left on the grounds.

Vessel care, repairs and contractors

1. Keep the vessel clean, safe and in good repair, with dock lines, chafe gear and fenders in good condition.
2. Minor repairs and light maintenance are allowed with Marina approval. No major repairs, refinishing or refits. Vacuum up dust and scrapings immediately.
3. Contractors must be licensed and carry workers' compensation and \$1,000,000 liability insurance naming SRM Capital Group LLC as additional insured. Tell the Marina before any contractor works aboard.
4. Only the Marina repairs or alters the docks. Licensee pays for any dock damage the vessel or its guests cause.
5. No use of Marina outlets for power tools, welders or heavy equipment without approval.

Environment and waste

1. No discharge of sewage, oil, fuel, bilge water, chemicals or trash into the water. Holding-tank Y-valves must stay secured.
2. Use only biodegradable, non-toxic cleaners. No ammonia, bleach, chlorinated solvents, petroleum distillates or lye.
3. Report any spill immediately to the Marina, the U.S. Coast Guard and the Florida Department of Environmental Protection. Licensee pays all cleanup costs and fines.
4. Dumpsters are for household trash only. Licensee must take away batteries, propane tanks, oil, filters, flammables and hazardous waste.
5. Do not feed or disturb wildlife, including manatees. No chum or fish attractors.

Dinghies

1. Dinghies must be registered with the Marina, 12 feet maximum, and kept only where the Marina allows.
2. Observe slow speed, minimum wake in the Marina.

Arrival, emergencies and departure

1. Check in with the Marina on arrival for slip assignment. Settle the account before leaving.

2. The Marina may move any vessel in an emergency, such as fire, sinking or storm.
3. A sunken vessel must be raised within 5 working days and removed within 10 working days after notice, allowing for storm conditions, or the Marina will remove it at Licensee's expense.
4. Disorderly or unsafe conduct by Licensee, crew or guests is grounds for immediate removal and termination.

Licensee signature (Schedule A)

Printed name

Date