



## **WELCOME /BIENVENIDA/ BIENVENUE /BEM-VINDO**

If this is your first time at Universal Marine Center, Inc. "UMC" we hope you and your crew enjoy your stay. If you have been here before, welcome back! Whichever the case may be, we want your experience at UMC to be excellent

All of us at UMC are here to help you accomplish your goals. We strive to provide distinctive, personalized customer service and our goal is to gain your respect and trust and have long term customers.

UMC strives to provide a safe and environmentally responsible marina for its customers. We ask for your assistance to ensure that your yacht and crew follow all applicable City, County, State and Federal laws, rules, and regulations. If you have any questions regarding UMC's rules and regulations, do not hesitate to ask.

**We appreciate the opportunity to take care of your yacht's needs.**

**Your stay is our pleasure.**

**Thank You,**

**UMC Management Team**

**2700 SW 25th Terrace**

**Fort Lauderdale, FL 33312**

**<http://umcmarina.com/>**

**954.791.0550**



## **DOCKAGE AND SERVICES AGREEMENT**

This Dockage and Services Agreement (hereinafter “Agreement”) is made and entered into on the date it is fully executed below, by and between the undersigned Owner of the Vessel described below (hereinafter “Customer”) and Universal Marine Center, Inc. (hereinafter “UMC”). UMC shall provide boat handling, dockage, dry storage, and other services (e.g., electricity, waste disposal, parking etc.) to the Customer in accordance with the terms of this Agreement.

Legal Owner of Vessel: \_\_\_\_\_ Address: \_\_\_\_\_

Beneficial Owner of Vessel: \_\_\_\_\_ Address: \_\_\_\_\_

Beneficial Owner Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Captain Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Year, Manufacturer, Model, Length: \_\_\_\_\_

Vessel Name: \_\_\_\_\_ IMO #: \_\_\_\_\_

Flag/Registration State: \_\_\_\_\_ Official #: \_\_\_\_\_

Other pertinent information: \_\_\_\_\_

Vessel listed above is hereinafter referred to as “Subject Vessel”

**Customer acknowledges this Agreement includes and incorporates by reference the following:** (a) Terms and Conditions of Agreement; (b) Standard Rate Sheets; (c) Crew, Contractor and Guest Form; (d) UMC’s Credit Card Authorization Form. Customer acknowledges and agrees that it has read and understands UMC’s Terms and Conditions attached hereto. Customer further acknowledges and agrees that if a Captain, Manager, or other Agent of the Customer signs this Agreement, that person full authority to contract with UMC on behalf of Customer and the Subject Vessel.

### **ON BEHALF OF THE CUSTOMER:**

### **ON BEHALF OF UMC:**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Printed Name Title

## **UMC'S TERMS AND CONDITIONS**

1. **Definitions:** The following terms are defined for purposes of the Agreement. "Agreement" refers to a UMC Dockage and Services Agreement including the documents incorporated by reference on the signature page of the Agreement. "Customer" means legal owner of the Subject Vessel that contracts for Dockage or other services with UMC. If the Customer is a corporation, limited liability company, trust or estate, then Customer includes the beneficial owner of the Subject Vessel. "Independent Contractor" means a person or business entity that is hired by the Customer to provide services to the Subject Vessel while she is docked at UMC. "Tenant" means the persons or business entities that rental space from UMC and provide services within UMC.
2. **Term of Agreement:** This Agreement shall commence when the Subject Vessel or Customer's other property arrives at UMC.
3. **Payment:** All charges to the Customer must be paid by cash, wire transfer, ACH or check in accordance with UMC's payment terms, which are set forth in these Terms and Conditions, the Agreement, any Quotations, Invoices or Statements generated by UMC. If the Customer obtains UMC's Agreement to pay by debit card or credit card, the Customer agrees to pay UMC a 4% transaction fee for each transaction paid with debit or with credit card. Customer further expressly waves its right to instruct its debit or credit card company to perform a charge back to UMC. To the extent that charges remain unpaid for over 30 calendar days, Customer authorizes UMC to charge the debit or credit card on file to bring the account current. Customer is always during the term of the Agreement Customer is required to have an active debit or credit card on file with UMC for this purpose. Customer's account must be paid in full before the Subject Vessel, its tenders or other property leave UMC. UMC is authorized to take reasonable action to retain possession of the Subject Vessel, its tenders or other property until Customer's account is paid in full.
  - a. **Late Fees:** A late payment of three and one-half percent (3.5%) per month, not to exceed the maximum rate of interest allowed by law, will be added to bills, which are not paid within ten (10) days' times. Should UMC deem it necessary to retain an attorney to collect any charges due from Customer, UMC shall be entitled to charge Customer for UMC's attorneys' fees, regardless of whether any suit is brought against Customer or the Subject Vessel.
  - b. **Rates:** All rates are subject to change on 30 calendar days prior notice. UMC's Standard Rate Sheets are part of the Agreement.
4. **No Bailment. Customer is Responsible for Subject Vessel:** The Agreement does not create a bailment between Customer and UMC. The Subject Vessel, its tenders and other property shall always remain in the custody, control, and possession of Customer. The Subject Vessel, its tenders and other property is at of UMC **AT THE CUSTOMER'S SOLE RISK. UMC shall not be liable for any loss and damage to the Subject Vessel, its tenders and other property, caused by fire, theft, vandalism, collision, windstorm, hurricane, wake, Act of God or resulting from the negligence of UMC, except where such expense, loss, damage, claim, or action is an exclusive result of the gross negligence or willful misconduct of UMC.**

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Customer Initials

5. **Indemnity and Defense Obligations:** Customer agrees to release, hold harmless, defend and indemnify UMC from any and claims for damage to the Subject Vessel, its tenders or other property or for negligence based personal injuries arising out of this Agreement, the Subject Vessel being stored at UMC or services provided by UMC to the Subject Vessel, including reasonable attorney's fees and costs, except where such expense, loss, damage, claim or action is an exclusive result of the gross negligence or willful misconduct of UMC.
6. **LIMITATION OF DAMAGES:** NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS AND CONDITIONS, THE LIABILITY OF UMC FOR DAMAGES ARISING OUT OF ANY ACT OR OMISSION OF UMC, EXCEPT WHERE ATTRIBUTABLE TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF UMC, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO UMC FOR THE SERVICES PROVIDED UNDER THE AGREEMENT.
7. **Exclusion of Consequential, Special and Punitive Damages:** THE CUSTOMER SHALL NOT BE ENTITLED TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM UMC, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE OF THE SUBJECT VESSEL, LOST CHARTER HIRE, THE COST OF HIRING A REPLACEMENT VESSEL, DIMINUTION IN THE SUBJECT VESSEL'S FAIR MARKET VALUE, DEMURRAGE CHARGES, LOSS OF PREPAID TRANSPORTATION EXPENSES FOR THE SUBJECT VESSEL, CAPTAIN AND CREW WAGES, CAPTAIN AND CREW REPATRIATION EXPENSES.
8. **Disclaimer of Warranties Concerning Independent Contractors or Tenants Operating Out of UMC:** Customer may at its election contract with Independent Contractors and Tenants to perform work aboard the Subject Vessel while at UMC. UMC does not provide any written, express, or implied warranties concerning the work, services or supplies provided by Independent Contractors or Tenants at UMC. UMC SPECIFICALLY DISCLAIMS ALL WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF WORKMANLIKE PERFORMANCE IN REGARD TO WORK, PRODUCTS, SERVICES AND SUPPLIES PROVIDED AND/OR SOLD BY INDEPENDENT CONTRACTORS OR TENANTS AT UMC.
9. **Requirements for Outside Contractors:** Customer shall be charged a per person, per day, head charge on all Outside Contractors hired to work for Customer at UMC. All Outside Contractors are required to register with UMC and provide evidence of insurance meeting the minimum requirements of UMC set out in paragraph 9(a) below. Customer acknowledges and agrees that UMC may ban any Contractor from UMC for failing to register, failure to comply with UMC's insurance requirements or for conducting themselves in a manner that is detrimental to the orderly operation of UMC.
- a. **Outside Contractor Insurance Requirements:** All Outside Contractors employed by Customer at UMC must provide evidence of compliance with the following insurance requirements:

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Customer Initials

- i. Commercial General Liability Insurance with a minimum of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate in the policy period including Ship Repairers Legal Liability (SRLL) endorsement or Marina Operators Legal Liability (MOLL) endorsement depending on scope of work.
- i. Outside Contractors fueling vessels at UMC must have Commercial General Liability Insurance with a minimum of \$2,500,000.00 per occurrence and \$5,000,000.00 aggregate in the policy period.
- ii. Outside Contractors using boats, vessels, and barges to perform work on the Subject Vessel must have Protection and Indemnity (P&I) insurance with minimum limits of \$1,000,000.00, including coverage for pollution events.
- iv. Outside Contractors must have Worker's Compensation Insurance for their worker or a State of Florida Certificate of Election to be Exempt from Florida's Workers' Compensation Law. Independent Contractors working on Commercial Vessels must have United States Longshore and Harbor Workers Compensation Act (USL&H) insurance.
- v. All Outside Contractor policies of insurance must list Universal Shipyard, LLC and Universal Marine Center, Inc. with an address of 2700 SW 25<sup>th</sup> Terrace, Fort Lauderdale, Florida 33312 as an Additional Insured with an Endorsement waiving subrogation.

- b. Outside Contractor Agreement: UMC's Independent Contractor Agreement is attached to this Agreement as Exhibit "A" for Customer's reference.

10. **Customer Insurance Requirements**: Customer represents and warrants that during the term of this Agreement, the Subject Vessel, its contents, and equipment are insured at fair market value for physical damage, hurricane, and windstorm damage. Customer represents and warrants that the Subject Vessel is insured for liability coverage or protection and indemnity coverage for personal injury, wrongful death and property damage claims with liability limits based on the length of the vessel as follows: (a) under 40 feet, minimum of \$500,000.00; (b) 41 feet to 100 feet, minimum of \$1,000,000.00; (c) over 100 feet, minimum of \$2,000,000.00. Customer is required to provide a current Certificate of Insurance for the Subject Vessel at the time of execution of this Agreement. For any insurance policy expiring during the terms of this Agreement, it is the Customer's responsibility to provide UMC with a copy of the renewal Certificate of Insurance at the time it is issued to Customer. Customer is required to add Universal Marine Center, Inc. as additional insured onto their insurance policy. The Subject Vessel will be not allowed in UMC unless current proof of insurance exists in compliance with the requirements of this paragraph has been provided to UMC.
11. **Customer Ownership Evidence**: At the time of execution of this Agreement, Customer is required to provide a copy of the Subject Vessel's Registration, Certificate of Documentation or Certificate of Registry issued by the Subject Vessel's flag state.

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Customer Initials

12. **Marine Evacuations and Florida Statute 327.59:** NOTICE TO VESSEL OWNER UMC hereby informs you that in the event you fail to remove your vessel from the marina promptly after the issuance of a tropical storm or hurricane watch for Broward County, Florida, under Florida law, UMC or its employees or agents are authorized to remove the Subject Vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by UMC or its employees or agents in order to better secure the Subject Vessel and to protect UMC property, private property, and the environment. Customer is further notified that it may be charged a reasonable fee for any such action.
13. **Hurricane Storage at UMC:** Customer acknowledges and agrees that if the Subject Vessel is docked at UMC when a hurricane watch is posted for Miami-Dade or Broward County, Customer will be charged a 7-day minimum stay at UMC's full per foot, per day rate. At the expiration of the 7-day period, dockage rates will return to the rates agreed between UMC and Customer under this Agreement.
- a. **Hurricane Storage with Reservation:** UMC has an annual Hurricane Slip Reservation program. Participating in this program provides customer with a reserved slip for Hurricane dockage. If Customer is interested in reserving a hurricane slip at UMC, payment and execution of the UMC Hurricane Slip Reservation Agreement will be required.
  - b. **Hurricane Storage without Reservation:** If the Subject Vessel is docked at UMC when a hurricane warning is posted for Miami-Dade or Broward County and Customer does not have a Hurricane Slip Reservation, Customer acknowledges that the Subject Vessel may be moved from its slip if the space is required to accommodate vessels participating in UMC's Hurricane Slip Reservation program.
14. **Assignment:** The Agreement shall be binding on the heirs, successors, representatives and assigns of the Customer. The Agreement may not be assigned by the Customer without the written consent of UMC. If UMC consents to the assignment of the Agreement, the new Customer must sign a new Dockage and Services Agreement with UMC.
15. **Entire Agreement:** The Agreement document constitutes the entire agreement between the parties and may not be modified, except in a writing signed by both parties.
16. **Severability:** If any one or more of the provisions of the Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired in any way, unless the inoperative provisions are so material to the Agreement that any of the parties would not have reasonably entered into the Agreement without them.
17. **Governing Law:** The Agreement is made in and shall be governed by the General Maritime Law of the United States to the exclusion of all other bodies of law.

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18. **Mandatory Arbitration Requirement:** Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be **exclusively** settled by arbitration administered by the Miami Maritime Arbitration Council in accordance with its Rules before a sole arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties to the arbitration shall split all fees and costs of arbitration 50/50 during the arbitration. Customer shall reimburse UMC for all expenses, including attorney's fees, arbitration costs, collection charges, and fees incurred in enforcing any provision of this Agreement should UMC be the prevailing party in the arbitration. Customer's obligation to pay UMC's reasonable attorney's fees and court costs includes both pre-arbitrations, in arbitration, in judgment on and enforcement of the arbitration award and in any appellate proceedings. This mandatory arbitration requirement shall not act as a bar to an *in-rem* action by UMC to arrest the Subject Vessel to obtain security for debts owed to UMC by Customer.
19. **Force Majeure** – Any delay, stoppage or prevention due to Act of God (including, but not limited to hurricanes, tornadoes, water spouts, micro-bursts, tsunamis, etc.) labor disputes, inability to obtain required materials, enemy government actions, terrorist acts, civil unrest, fire or other casualty or other causes beyond the reasonable control of UMC, shall excuse performance of UMC for a period equal to any such delay, stoppage or prevention plus a reasonable time period to recover from any such delay, stoppage or prevention.
20. **Attorney's Fees and Costs:** Customer shall reimburse UMC for all expenses, including attorney's fees, court costs, collection charges, and fees incurred in enforcing any provision of the Agreement should UMC be the prevailing party. Customer's obligation to pay UMC's reasonable attorney's fees and court costs includes both pre-suit and in both the trial and appellate level courts.
21. **Alcohol & Drug Policy:** Except at UMC sanctioned events, UMC prohibits use and sale of alcohol at any time. The use, possession or sale of prescription medicines and illegal drugs (as defined by Florida Statutes) is always prohibited. UMC may permanently eject any person or Customer found to be in violation of these policies.
22. **Hot Work:** All hot work aboard Subject Vessel, including welding, cutting, brazing, grinding or any other spark or flame producing activity must be pre-authorized by UMC by obtaining a Hot Work Permit.
23. **Counterpart Execution:** The Agreement may be executed in counterparts, which together will constitute a single Agreement.
24. **Signatures:** For purposes of execution of the Agreement, the Parties agree that a scanned signature, electronic signature, e-signature, or acceptance by email shall have the same legal effect as a wet ink signature.

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Customer Initials



## UMC'S STANDARD RATE SHEET

### SPACE FEES:

Wet Dockage monthly 76'-175' Ft.

Wet Dockage monthly 60'-75' Ft.

\* Low Season \$3.00 ft./day High Season \$3.50 ft./day

\* Low Season \$2.50 ft./day High Season \$3.00 ft./day

### OUTDOOR TENDER STORAGE \*STORAGE IS FREE DURING REPAIRS BY UMC\*:

Jet Ski Storage	\$150.00/month
15 feet to 23 feet	\$450.00/month
24 feet to 31 feet	\$500.00/month
32 feet to 39 feet	\$600.00/month
Over 40' (To be determined)	

### OUTDOOR TRAILER STORAGE \*IF SPACE IS AVAILABLE\*

Up to 20 feet	\$350.00/month
Up to 30 feet	\$500.00/month
Up to 38 feet	\$600.00/month

**Please contact us for shorter stay, longer stay and Project boat for services and supervision**

### CONTAINER RENTAL:

20 feet	\$350.00 per month
40 feet	\$600.00 per month

### FORKLIFT SERVICE:

8,000 lbs.	\$100.00 per hour
3,000 lbs.	\$85.00 per hour
Extra helper	\$50.00 per hour/per man
Tender haul out up to 33 feet	\$12.00 per foot round trip
Tenderhaul out over 33 feet	\$14.00 per foot round trip
Special Blocking	\$2.00 per foot
Pressure Wash (Scraping is extra \$50/hr)	\$3.00 per foot
Trailer loading hull out (use side straps)	\$250

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**SHORE POWER (60 HZ ELECTRICITY):**

Three phase 100 amp/ 480v	\$0.17/kwh
Single phase 100 amp/ 220v	\$0.17/kwh
Three phase 100 amp/ 208v	\$0.17/kwh

**WATER & GARBAGE:**

Per Day	\$20.00
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**FUELING:**

Licensed Fueling Service at UMC (1 day advance notice required for traffic/safety)	\$0.10 per gallon charge
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**WASTE DISPOSAL:**

Hazardous Liquid Disposal (Gasoline, Paint)	\$7.00 per gallon
Non-Hazardous Liquid Disposal (Oil, Oily Water, Diesel, Fluids)	\$3.00 per gallon

**INDEPENDENT CONTRACTOR (NON-TENANT BUSINESS):**

Outside Contractor/Subcontractor	\$30.00 per head, per day
Onsite Contractor/Subcontractor	No charge
Limited Number of Dayworkers	Must be listed on Subject Vessel Crew List
Work Floats (8 ft. x 16 ft.)	\$20.00 per day

**All taxable invoices are subject to 7% Broward County Sales Tax**

**\*Low season – May 01 to August 31**

**High season – September 01 to April 30**

**\*Prices are subject to change without notice.**

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Customer Initials

## CREW LIST, INDEPENDENT CONTRACTOR AND GUEST FORM

Vessel Name:

### Crew List

Name	Position	Phone Number	Email

Each person working aboard or visiting the Subject Vessel must produce identification and be registered at front gate.

Everyone working aboard, who is not listed as a crew member or guest is subject to the contractor head charge.

All work in progress must be put away or stored at day's end and may not be left unattended on docks or bulkheads.

### Outside Contractor List

Name	Type of Work	Phone Number	Email

All outside contractors must be registered with UMC and have the required insurance coverage before working.

## CREDIT/DEBIT CARD AUTHORIZATION FORM

<b>SUBJECT VESSEL NAME:</b>		
<b>TYPE OF CARD:</b>	<input type="checkbox"/> <b>VISA</b>	<input type="checkbox"/> <b>MASTER CARD</b>
<b>CARD HOLDER NAME:</b>		
<b>CARD NUMBER:</b>		
<b>EXPIRATION DATE:</b>		
<b>VERIFICATION CODE:</b>		
<b>BILLING ADDRESS:</b>		
<b>CITY/STATE:</b>	<b>ZIP CODE:</b>	

**FOR LONG TERM DOCKAGE, A ONE MONTH SECURITY DEPOSIT IS REQUIRED AND WILL BE DEDUCTED FROM CUSTOMER'S LAST INVOICE.**

**Check/wire payment is recommended as there is 4% credit card processing fee applied on the total amount of each charge.**

**Authorization:** I hereby authorize Universal Marine Center to perform any requested work. I also authorize Universal Marine Center to use the Credit/Debit Card on file for charges that are not paid by either check or wire as set forth in paragraph 3 of UMC's Terms and Conditions.

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**Signature of the Owner/Authorized Representative/Agent**



## **WIRE TRANSFER INSTRUCTION**

### **DOMESTIC WIRE TRANSFERS**

Receiver Bank Name: **Centennial Bank**

620 Chestnut Street, Conway, AR 72032, U.S.A.

BA / Routing Number: **082902757**

Beneficiary Acct. Number: **503705647**

Beneficiary Name: **Universal Marine Center Inc.**

### **INTERNATIONAL WIRE TRANSFER (US Dollar Only)**

Beneficiary Bank Name: **Centennial Bank**

620 Chestnut Street, Conway, AR 72032, U.S.A.

BA / Routing Number: **082902757**

Beneficiary Acct. Number: **503705647**

Swift Code: **CNTEUS44**

Beneficiary Name: **Universal Marine Center Inc.**

### **CHECK PAYMENT ADDRESS**

Universal Marine Center Inc.  
2700 S.W. 25TH Terrace Fort Lauderdale, FL 33312