



TENDER STORAGE AGREEMENT

This Tender Storage 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 hauling 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: _____

Captain/Agent Name: _____ Vessel Name: _____

Phone: _____ Email: _____

Year, Manufacturer, Model, Length: _____

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) 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

Customer Initials

UMC'S TERMS AND CONDITIONS

1. **Term of Agreement:** This Agreement shall commence when the Subject Vessel or Customer's other property arrives at UMC.
2. **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 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 at all times during the term of the Agreement 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 time. 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.
3. **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 at all times remain in the custody, control and possession of Customer. The Subject Vessel, its tenders and other property is at UMC **AT THE CUSTOMER'S SOLE RISK. UMC shall not be liable for any loss and damage to the Subject Vessel, caused by dust, overspray, fire, theft, vandalism, windstorm, hurricane, 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.**
4. **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.**
5. **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.**

Customer Initials

6. **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.
7. **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.**
8. **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. 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.
9. **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. Customer is required to provide a current Certificate of Insurance for the Subject Vessel at the time of execution of this Agreement. Customer is required to add Universal Marine Center, Inc. as additional insured onto their insurance policy.
10. **Marina 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 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.
11. **Assignment:** The Agreement may not be assigned by the Customer without the written consent of UMC.
12. **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.

Customer Initials

13. **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.
14. **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 course of the arbitration. Customer shall reimburse UMC for any and 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-arbitration, 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.
15. **Counterpart Execution:** the Agreement may be executed in counterparts, which together will constitute a single Agreement.
16. **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.

Customer Initials



UMC'S STANDARD TENDER RATE SHEET

HAUL OUT:

Tenders up to 35'	\$12.00 per foot round trip
Tenders over 35'	\$14.00 per foot round trip
Special blocking	\$2.00 per foot
Pressure wash (Scraping is extra \$50/hr)	\$3.00 per foot
Special trailer loading/unloading, plus additional helper	\$40.00 per hour

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

15 feet to 23 feet	\$450/month
24 feet to 31 feet	\$500/month
32 feet to 39 feet	\$600/month
Over 40' (To be determined)	

OUTDOOR TRAILER STORAGE *IF SPACE IS AVAILABLE*:

Up to 20 feet	\$350/month
Up to 30 feet	\$500/month
Up to 38 feet	\$600/ month

ANTIFOULING BOTTOM PAINT BE DONE EXCLUSIVELY BY UNIVERSAL TENDERS:

Tape, sand and application (plus the paint of your choice)	\$45.00/ft
Barrier coat for new hulls prior of antifouling (plus materials)	\$25.00 /ft

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

INDEPENDENT CONTRACTOR (NON-TENANT BUSINESS):

Outside Contractor/Subcontractor	\$30.00 per head, per day
Onsite Contractor/Subcontractor	No charge

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

Customer Initials



CREDIT/DEBIT CARD AUTHORIZATION FORM

SUBJECT VESSEL NAME:

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

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 2 of UMC's Terms and Conditions.

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Signature of the Owner/Authorized Representative/Agent

BANK 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: **505419244**

Beneficiary Name: **Universal Tenders, 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: **505419244**

Swift Code: CNTEUS44

Beneficiary Name: **Universal Tenders, Inc**

CHECK PAYMENT ADDRESS

Universal Tenders, Inc
2700 SW 25th Terrace Fort Lauderdale, FL 33312