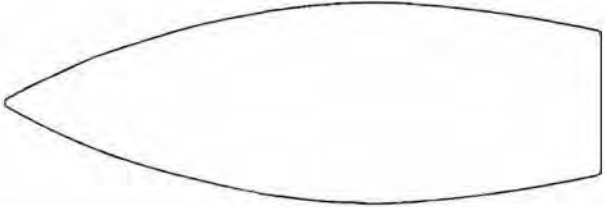


# Niceville Yacht Club User License Agreement

OWNER INFORMATION			
OWNER'S NAME (PLEASE PRINT)		VEHICLE DESCRIPTION	
STREET ADDRESS	CITY	STATE	ZIP CODE
HOME	BUSINESS	CELL	E-MAIL ADDRESS
EMERGENCY CONTACT INFORMATION			
EMERGENCY CONTACT NAME		EMERGENCY CONTACT TELEPHONE NUMBER	
VESSEL INFORMATION			
VESSEL NAME		VESSEL REGISTRATION/DOCUMENTATION NUMBER	
LENGTH (INCLUDING BOW SPRIT, DAVITS, ETC.)	VESSEL MAKE	INDICATE ON DIAGRAM BELOW THE LOCATION OF YOUR HOLDING TANK DECK FITTING(S)  	
BEAM	VESSEL COLOR		
DRAFT	VESSEL YEAR		
AMPERAGE <input type="checkbox"/> 30 <input type="checkbox"/> 50 <input type="checkbox"/> 100 (2x 50)	VESSEL TYPE <input type="checkbox"/> Power <input type="checkbox"/> Sail		
DINGHY INFORMATION			
DESCRIPTION	REGISTRATION	LENGTH (MAX 12')	TAG

By signing below I acknowledge that I am the Owner or that I am the Authorized Agent or Representative of the Owner for the vessel described above and that the Owner and I shall be responsible for compliance with all terms and conditions as stated in the current Niceville Yacht Club/SRM Capital Group LLC User License Agreement, but not limited to, all associated dockage and mooring fees, insurance requirements, and maintaining vessel operability. I acknowledge that I have read the entire Niceville Yacht Club/SRM Capital Group LLC User License Agreement, fully understand all of the terms herein, ratify and do accept the terms and provisions of the Agreement and agree to be bound by those terms.

The Niceville Yacht Club/SRM Capital Group LLC User License Agreement includes policies which may be changed unilaterally by the business. I further acknowledge and understand that it is my responsibility to obtain and follow all current policies of the Marina. I understand that a current copy of the Niceville Yacht Club/SRM Capital Group LLC User License Agreement is available from the Marina Office or [www.nicevilleyachtclub.com](http://www.nicevilleyachtclub.com).

The use of Marina facilities is at your own risk.

MARINA USE ONLY			
LICENSEE SIGNATURE		DATE	
SLIP/MOORING/RACK ASSIGNMENT		DURATION / TERM <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Annual	Date Terminated
DATE OF ARRIVAL	TIME OF ARRIVAL <input type="checkbox"/> AM <input type="checkbox"/> PM	DATE DEPARTED	TIME OF DEPARTURE <input type="checkbox"/> AM <input type="checkbox"/> PM

INVOICE / DAYS	INVOICE / DAYS	INVOICE / DAYS	INVOICE / DAYS
/	/	/	/
/	/	/	/

**USER LICENSE AGREEMENT:** This agreement is made and entered into, and shall commence on the date listed above, by and between the SRM CAPITAL GROUP LLC ("SRM") and the individual named as Owner on the Owner Information Form ("Licensee"), for the use of dry storage, dock, or mooring space designated above, located at the Niceville Yacht Club ("Marina"). This License confers no leasehold interest whatsoever, and is only a license, granted personally to the Licensee, for the use of space. Licensee agrees to provide written notice to SRM of any change in any of the information furnished by the Licensee within ten (10) days of such change. Regardless of any change to the Owner Information, Licensee agrees to maintain a \$300,000 General Marine Liability insurance coverage naming "SRM CAPITAL GROUP LLC" as Additional Insured at all times.

This agreement is for the use of Marina space only and such space is to be used at the sole **risk** of Licensee. This agreement does not create a bailment of the vessel nor do the parties intend to create a bailment of the vessel. There is neither temporary nor permanent dominion nor control exercised over vessel by SRM. Control of the vessel shall remain with Licensee at all times. SRM shall not be liable for care or protection of the vessel including any gear or equipment at any time. Licensee acknowledges that he/she has inspected the dock space and is satisfied that it is safe and suitable for use. Licensee further agrees that he/she has examined the Marina premises to his/her satisfaction prior to the execution of this License Agreement and is satisfied with the physical condition of the premises and agrees that the premises are in a safe condition and in good repair.

**RELEASE OF LIABILITY AND INDEMNITY:** Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives and assigns, and each of them, hereby expressly releases and forever discharges SRM CAPITAL GROUP LLC and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss regardless of how slight, including loss of life, or damages to person or property, including, but not limited to, damages caused by the SRM's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, where negligent or intentional. This Release of Liability and Indemnity Provisions expressly applies to property loss of any type, property damage due to fire, theft, collision or property loss of any type to the Licensee's vessel, motor, sails, furniture, equipment, tackle or appurtenances or to any property contained in or on the Licensee's vessel or on the Marina premises or to personal property of others on the vessel or the Marina premises. Licensee shall be liable to SRM for any personal injury, loss of life or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants or invitees. Licensee assumes responsibility for damage caused to any property of SRM as a result of any collision, impact or otherwise by the Licensee's vessel and the Marina. Licensee agrees to waive any and all rights to limitation of liability to any action brought on account of any such damages caused by the vessel. Licensee further agrees to defend, indemnify and hold the Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life and property damage related in any way to Licensee's actions or property, regardless of the Marina's negligence. SRM shall not be responsible for electrical interruptions or outages or the results of damages therefrom. This paragraph shall survive the expiration or termination of this agreement.

**USER LICENSE AGREEMENT CONDITIONS**

As used herein, "Licensee" shall mean the vessel owner, his/her/its directors, officers, agents, guests, employees, personal representatives, heirs and assigns. "Marina" and "SRM" shall be used interchangeably and shall mean SRM CAPITAL GROUP LLC and all associated uplands, docks, buildings, facilities, mooring fields or submerged land owned or leased or otherwise under the management of SRM CAPITAL GROUP LLC. SRM's Agent for the purposes of this Agreement shall be SRM's Marina Director/Harbormaster/Manager.

"Vessel" includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation of water.

**1. COMPLIANCE WITH LAWS: COMPLIANCE WITH LAWS:**

- A. Licensee agrees that his/her use of the Marina facilities, and any use by his/her 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.
- B. Only recreational/pleasure vessels which comply with Federal, State and local regulations concerning equipment, operation, registration and safety will be allowed to moor or dock at the Marina.
- C. Only those commercial vessels which have been approved by SRM shall be allowed to dock, moor or conduct their business from the Marina facility.
- D. State and local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.

**2. PAYMENT OF FEES/ LATE PAYMENTS AND TERMINATIONS:**

- A. **MONTHLY PAYMENTS.** Payments shall be made in advance and are due by noon on the first day of the Term as stated above. If payment is more than ten (10) days past due, Licensee shall owe a twenty five dollar (\$25) late fee. If total payment is not received within fifteen (15) days of the date due, the License Agreement shall be revoked, the Harbormaster may order the removal of the vessel and SRM may proceed with any additional Termination procedures as stated herein including Liens and Enforcement Actions to arrest the boat.
- B. **WEEKLY/DAILY PAYMENTS.** Weekly and daily payments are due upon space assignment and recur in accordance with the assigned Term. All payments are due by noon on the date of the Term, and no grace period shall be provided. Weekly and daily license options cannot be converted to a monthly or annual rate.
- C. Should Licensee fail to make a scheduled payment, SRM shall have the right to assume any property of the Licensee and to secure that property to the space occupied or to store the property in any other location deemed appropriate by the Marina Director.
- D. Unless specifically authorized by the Marina Director, the Licensee shall not remove a vessel from the Marina until all unpaid charges have been paid.
- E. No refunds will be issued for any unused portion of Licensee's Term.
- F. Annual Licensee's that terminate the license within the first year of the license are responsible for all the remaining fees and charge for the remainder of the term.
- G. Fees and charges shall not be prorated.

**3. INSURANCE:**

- A. Licensee shall be required to carry at all times \$300,000 General Marine Liability Insurance that includes salvage and environmental cleanup. SRM CAPITAL GROUP LLC must be named as "Additional Insured".
- B. Noncompliance with this policy shall constitute an immediate revocation of the User License Agreement. At that time the vessel must vacate the slip.

**4. SPACE ASSIGNMENT:**

- A. All persons using the Marina must agree to the terms of the License Agreement prior to reserving wet dock space assignments. SRM reserves the right to issue or deny a License to any individual for any reason.
- B. Licensees with foreign-registered vessels must provide a copy of their valid United States Cruising Permit.
- C. Spaces are assigned at the sole discretion of SRM, and assignments may be changed at any time. Subleasing of space is not allowed.
- D. Space shall be assigned on a first-come, first-service basis.
- E. Vessels must be physically located within the Marina to receive an assignment, and then immediately proceed to occupy the space.
- F. Check-out time for docked vessels is 10:00 am on the date of the expiration of the Term. Vessels still occupying the space beyond this time will be charged accordingly.

**5. VESSEL PROPULSION AND LIGHTING:**

- A. Only vessels with their own propulsion system capable of the use for which it was designed shall be licensed to use the Marina facilities.

When designed without machine propulsion, a vessel must be capable of propulsion by sail at all times.

- B. Harbormaster or his designee may require Licenses to demonstrate vessel operability at any time. Should the vessel be inoperable or unable to navigate under its own power at the time of inspection, the Licensee shall be in violation of the User License Agreement. This violation of the User License Agreement shall constitute revocation of the User License Agreement and the Licensee must vacate SRM owned slip or mooring.

#### **6. VESSEL LENGTH AND RAFTING:**

- A. Measurements shall be from the stem to stern as defined by Chapter 327, Florida Statutes, and also will include bow sprits, anchors, davits, dinghies or any other object, accessory or attachment protruding from the vessel.
- B. Vessels will be measured to determine true overall length.
- C. Vessels using the dinghy dock are limited to 12 feet in length, unless approved by the Harbormaster.
- D. All vessels occupying moorings may be rafted with another vessel at any time as deemed necessary and approved by the Harbormaster.

#### **7. HOLDING TANK AND PUMP-OUT REQUIREMENTS:**

- A. Federal law states that untreated sewage cannot be discharged in any inland and coastal waters. This means the sewage from a portable toilet or Type III holding tank cannot be discharged overboard unless you are in the ocean and more than 3 miles offshore.
- B. Vessels must comply with City, State and Federal regulations pertaining to Marine Sanitation Devices ("MSDs") and sewage discharge at all times. Type III MSDs shall be shut-off to the outside by securing the "Y" valve in the appropriate position for onboard storage of waste. All through-hull sea cock connections must be sealed.

#### **8. VESSEL INSPECTIONS:** All vessels are subject to inspection by Marina or official enforcement agency personnel at reasonable times. Inspections may be comprised of:

- A. A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.
- B. A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.

#### **9. ENVIRONMENTAL PROVISIONS:**

- A. Licensees and their vessels must comply with all City, State and Federal laws pertaining to health and pollution. Oil, spirits, flammables, oily bilges or raw sewage shall not be discharged into City waters at any time.
- B. Licensee shall be legally and financially responsible for the environmental clean-up, recovery costs and damages related to any illegal discharge into City waters arising out of this User License Agreement at the locations of and the use by the Vessel of Marina Facilities. Costs include, but are not limited to, those expenses incurred from sinking, fuel, chemical or waste spill or any other substance or material found to be harmful or classified as a pollutant or "illegal discharge" by the United States Coast Guard or the Florida Department of Environmental Protection ("DEP").
- C. Only biodegradable and non-toxic cleansers and soaps may be used on vessels while at the Marina and in City waters. As required by Florida DEP, the use of detergents containing ammonia, sodium hypochlorite, Clorox or chlorinated solvents, petroleum distillates or lye while on City waters is prohibited.
- D. No refuse garbage or solid waste shall be disposed of or thrown overboard into City waters. Any discharge of pollutants into City waters is prohibited and shall be reported immediately to the United States Coast Guard and the Florida DEP.

- E. The feeding, watering or molesting of wildlife and/or aquatic life (especially manatees) except for lawful fishing from moored vessels is prohibited. The use of chum or other organic fish attractors in the water is prohibited.
- F. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminants into City waters or the air and does not disturb the public peace or tranquility of any person. Work that produces dust or scrapings shall be immediately removed by a vacuum cleaner.

#### **10. WASTE DISPOSAL AND RECYCLING:**

- A. Trash receptacles and dumpsters are to be used for normal household type garbage only. Flammable or hazardous material, wood, metal, construction debris or large objects are prohibited.
- B. Recyclable materials must be placed in the appropriate bin, consistent with labeling.
- C. Licensee is responsible for removing from the premises and for proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law.
- D. Used oil, diesel, and filters may be brought to the Marina office for disposal during business hours only. Any unauthorized dumping or drop-offs will be reported to law enforcement.

#### **11. GENERAL RULES AND REGULATIONS:**

- A. Swimming and diving are not permitted from the Marina mooring balls, docks, docked vessels or Marina uplands.
- B. Fishing is not permitted from any dock, pier, sea wall or marina uplands. Fishing is permitted from registered vessels only while docked at the Marina. The Harbormaster may at any time restrict fishing from any vessel whether moored or docked at the Municipal Marina.
- C. Docks and premises are to be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage and all other obstructions at all times and decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance.
- D. Motorized vehicles of any sort, except motorized wheel chairs or scooters to assist the ambulatory disabled, are not allowed on the docks.
- E. Barbeque grills (propane or other) and/or open fires are not permitted on docks in the Marina. This prohibition does not include galley stoves.
- F. Use of Marina electrical outlets for the operation of power tools, battery chargers, welders, etc. is prohibited except by permission from the Harbormaster.
- G. All marina docks are closed to the public and commercial operations after 10:00 p.m. Licensees shall be considerate of others and keep noise to a minimum. Between the hours of 7:00 p.m. and 9:00 a.m., noise must be kept below 60dBa, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators all in accordance with City Code. Standard portable or "construction" generators are prohibited from operation at any time, except for temporary use approved by the Harbormaster.
- H. Licensee must notify the Marina office, in writing, if Licensee has permitted a third party to use the Licensee's vessel. Licensee is responsible for all guests' compliance with Marina policies.
- I. All signs placed on or adjacent to moored vessels shall meet the requirements of the City Code.
- J. Continuing infractions of the rules and regulations contained herein as established and adopted by SRM shall, at the result in cancellation of this License Agreement.
- K. Licensee agrees to temporarily vacate the premises for any maintenance, construction, or planned special events as directed and determined by SRM.
- L. No vessel may be moored at a berthing space or adjacent area or mooring field unless a current Marina User License Agreement is in effect between the Licensee of the vessel and SRM.
- M. Guests checking out of the Marina shall report to the Marina Office and settle their account prior to departure. Licensee shall notify the Marina Office prior to removing their boat permanently from the Marina or mooring field.

- N. All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.

**12. VESSEL MAINTENANCE AND CONTRACTORS:**

- A. A Licensee may work on his or her own vessel providing such work, in the sole judgment of the Harbormaster, does not interfere with the rights, privileges or safety of other persons, Licensees or property. Marina staff must be informed of all vessel repairs and any maintenance that could impact the Marina.
- B. No major repairs, refinishing or re-fitting vessels will be allowed in the Marina.
- C. Licensee is required to notify the Marina when he/she expects workmen to be onboard and the nature of work to be performed. SRM requires any contractor for hire, craftsmen or any other person performing any work whatsoever on Licensee's vessel while in or on the premises of the Marina, including SRM or leased submerged lands and uplands to first provide the Marina all evidence of occupational licensing, and any other documentation required by Marina policies, including, but not limited to, certification of workman's compensation and liability insurance coverage in the amount of \$1,000,000 and lists same as additional insured, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions will require the Licensee to remove the vessel from the premises.

**13. DINGHY OPERATION AND DOCKAGE:**

- A. All dinghies must be registered with the Marina office and display a current Marina tag.
- B. Licensee will obey all posted speed limits while operating their dinghy or any other vessel. Posted speeds are "Slow Speed - Minimum Wake."
- C. Dinghies shall be docked only in the areas designated for its specific type.
- D. Dinghy painters must be between four feet and six feet long, including locks or cables.
- E. Motors must be kept in the down position while at the dinghy dock.
- F. Dinghy repairs and maintenance will not be allowed on Marina property.

**14. PETS:**

- A. All pets must be leashed or contained when off the vessel in accordance with City Code.
- B. Pets which are loud, disruptive and may be considered threatening to other animals and humans will not be allowed on Marina grounds.
- C. Pet waste must be picked-up and properly disposed of in accordance with City Code.
- D. Pets may not be washed or groomed inside any Marina building, including the shower or rest room facilities, and any pet washing or grooming on Marina uplands must be first approved by the Harbormaster.

**15. BICYCLES/PERSONAL TRANSPORTERS (SEGWAYS):**

- A. Bicycles must be stored in the bicycle racks provided by the Marina. Bicycles shall not be secured to street signs, trees or any other permanent structure on Marina or SRM owned property.
- B. Bicycles are not allowed inside Marina buildings or on docks, ramps, and gangways, except when walked for purposes of loading or unloading onto a vessel.
- C. Bicycle repairs are not allowed on Marina property unless approved by the Harbormaster.
- D. Personal Transporters shall not be ridden on the docks unless ambulatory in nature and should not be left on docks or finger piers. Any change to the above rules must be approved by the Harbormaster.
- E. SRM is not responsible for any accident or personal injury while operating vehicles on Marina grounds or while on SRM owned property.
- F. The Marina is not responsible for lost, stolen, damaged or missing vehicles of any kind while stored on Marina grounds or on SRM Owned Property.

**17. ACCIDENTS AND EMERGENCIES:**

- A. The Licensee grants SRM the authority to move any vessel from one location to another during emergencies such as fire, sinking or an event where room is required to discharge management duties over the Marina.
- B. All collisions, accidents and casualties, including sinking, are to be reported to a law enforcement agency having jurisdiction within twenty-four (24) hours of the incident, per Section 327.30, Florida Statutes.
- C. Any sunken vessel must be floated within five (5) working days and removed within ten (10) working days after appropriate notice to the owner is given for removal. Such notice will take into consideration emergency conditions subsequent to severe storms or hurricanes. If the vessel is not removed within that time frame, it will be removed by SRM at the owner's expense.

**18. STORMS AND HURRICANES:**

- A. Marina facilities are not rated for wind-speed or hurricane categories because of the variety of vessel weights, windage and an array of stress factors. During major storms or hurricanes, SRM cannot assure that the moorings will hold in high wind conditions. Therefore, the Licensee must assume all liability from failure of the mooring during storm conditions.
- B. Engineering specifications for Marina mooring systems are calculated for traditional vessel hull and cabin types. Therefore, non-traditional or other unique vessel types, such as houseboats, may not be allowed at the Marina.
- C. The Marina docks and seawall are not safe locations for vessels during tropical storms or hurricanes, and SRM believes significant damage to vessels and to the Marina will likely occur in a major storm if a vessel remains at the Marina docks. Licensee agrees that it is his/her sole responsibility to be aware of the threat or approach of a tropical storm or hurricane.
- D. Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment.
- E. All Licensees are required to sign and agree to the Hurricane Policy Forms provided by the Marina on their first payment between the dates of June 1st and November 30th. All Licensees must sign the form each new hurricane season, including year-round Marina residents.

**ADDITIONAL LEGAL PROVISIONS**

**19. TERMINATION OF AGREEMENT/BREACH/REMEDIES:**

- A. This License Agreement may be terminated by SRM and the License revoked at any time, with or without cause, with written notice to Licensee of termination and revocation.
- B. Licensee must give SRM at least one Term's notice prior to Termination of this License. For monthly Licensees, Licensee must notify SRM in writing by the 15<sup>th</sup> of the calendar month of the intent to terminate the License. Annual Licensees must give at least thirty (30) days' Notice of Termination. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and SRM pertaining to the use of facilities at the Marina.

- C. Upon termination of this agreement, Licensee shall at once vacate the assigned docking space at the Marina and remove the vessel, personal property, and all vehicles from the Marina. Should the Licensee fail to vacate the premises and remove his/her vessel or other property upon termination, Licensee agrees that SRM may consider the property abandoned and may dispose of the property accordingly. Licensee agrees to pay all charges for towing, removal and storage. In addition, SRM may utilize any and all remedies provided by law, and as provided herein, to remove the Licensee and/or the vessels and property from the premises.
- D. For any annual Wet Slip and Dry Storage Licenses, termination of this License prior to one year will result in the forfeiture of your deposit and termination of the annual rate. SRM reserves the right to revert the dockage rate back to the higher seasonal or monthly rate.
- E. Failure to remove a vessel from Marina facilities after Termination of this Agreement shall result in fees and charges at the current daily rates through the date of actual departure of the vessel.

**20. EXTENDED CRUISES/NACANT:** Owners of vessels leaving for an extended period of time are required to notify the Marina office. SRM reserves the right to rent all slips/spaces/moorings when vacant. Transient vessels occupying an absent Owner's slip/space/mooring are required to move from said slip/space/mooring upon return of the Licensee. SRM reserves the right to move said transient vessel without notice at owner's expense. In the event a Licensee wishes to vacate, for a period of time, and return to a specific mooring/slip the Licensee must continue payment of the desired mooring/slip while absent.

**21. NO WARRANTIES:** Licensee fully understands and agrees that the SRM does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the Marina to be safe for docking, berthing or mooring vessels or for accepting and discharging passengers and does not assume responsibility that SRM warrant or guarantee the continuity of electrical or water service where prohibited and SRM does not accept any responsibility or liability for any damage caused by the use of the electrical or water service.

**22. NO ASSIGNMENTS OR SUB-LICENSES:** Licensee shall not assign, sub-license, transfer, mortgage, or otherwise dispose or otherwise encumber the license or any rights granted herein. Only the registered vessel listed on Page 1 of this Agreement may be docked or moored. Licensee may not offer a docked or moored vessel to the general public as an overnight accommodation.

**23. ENFORCEMENT COSTS AND ATTORNEY'S FEES:** Licensee shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by SRM in enforcing the covenants of the License Agreement, including but not limited to collecting any sums due under this agreement and enforcing the termination provisions and any maritime or other liens.

**24. JOINT AND SEVERAL OBLIGATION:** In the event that the license is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.

**25. DAMAGE OR DESTRUCTION TO PREMISES:** In the event the premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of God or other causes beyond the control of SRM, then the license shall terminate and the Licensee waives any claim against SRM for damages by reason of such termination. SRM shall not be obligated to repair or rebuild the premises but may elect in its sole discretion to do so.

**26. SUBORDINATION TO GOVERNMENT AGREEMENTS:** Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements of any kind between SRM and any other public agency of the United States Government, State of Florida or any County authority or any official, board, commission or other body politic of the state or federal government, now

or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of SRM Capital Group LLC Marina facilities, basins, and their adjoining seawalls and dock areas. SRM reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.

**27. GOVERNING LAW:** This License Agreement for use of the facilities at the Marina shall be deemed to have been made in, and shall be construed in, accordance with the laws of the State of Florida and, where applicable the laws of the United States of America.

**28. VENUE:** The sole venue for a legal action arising out of this agreement shall be the appropriate court located in Okaloosa County, Florida.

**29. INTEGRATION CLAUSE:** This Agreement shall constitute the sole, complete and only agreement between the parties hereto. Any prior agreements, oral understanding, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect.

**30. SEVERABILITY CLAUSE:** In the event any portion of this License Agreement shall be deemed to be in violation of any applicable law of the United States or the State of Florida, only such portion shall be deemed null and void and the remainder of the Agreement shall remain in full force and effect.

**31. NOTICE:** All Notice due to SRM under this Agreement must be made in writing and personally delivered to Marina Director or sent via certified U.S. Mail to Marina Director through the Marina Office, 4516 E HWY 20 # 183, NICEVILLE FLORIDA 32578. Written notice mailed or delivered to Licensee's assigned space hereunder or to Licensee's mailing address on file with Marina Director shall constitute sufficient notice to Licensee.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

**Amount Due:**

Payments	\$ _____
Received:	\$ _____
Remaining Charges:	\$ _____
TOTAL DUE:	\$ _____
Due Date:	_____
Recurring Charges?	Y/N

**OWNER(S)/LICENSEE(S)**

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
 Print: \_\_\_\_\_

**SRM CAPITAL GROUP LLC/NICEVILLE YACHT CLUB**

Marina Director/Harbormaster