

Niceville Yacht Club

Hurricane Plan

OVERVIEW:

Niceville Yacht Club and the Harbormaster's office are located at 815 Bayshore Drive Niceville Florida 32578. The Harbormaster and Marina Staff perform Harbor Management functions under the authority of SRM CAPITAL GROUP LLC.

During hurricane season, the Marina will act as a storm warning and information center for all boaters anchored or moored in the Marina. The Harbormaster and Marina Staff will coordinate hurricane preparation and facilitate evacuation procedures for SRM Capital Group LLC -owned or managed marina facilities, and anchorage areas.

MARINA DOCKAGE:

Significant damage to vessels and upland facilities will likely occur in a major storm if a vessel remains docked in the Marina. All vessels on fixed and floating docks must be relocated out of the Marina prior to landfall.

TERMINOLOGY:

Hurricane: A well-defined system of rain and thunderstorms with a well-defined circulation center with maximum sustained winds of 74 mph (64 knots) or greater.

Hurricane Season: The period between June 1st and November 30th. Most tropical cyclone activity occurs during this time.

Hurricane Watch: Hurricane or tropical storm conditions are possible in the specified area within 36 hours.

Hurricane Warning: Hurricane or tropical storm conditions are expected in the specified area within 24 hours.

Storm Surge: Seawater flooding that can occur as a result of several factors due to storm events.

Tropical Depression: An organized system of showers and thunderstorms that has a circulation center with maximum sustained winds of 38 mph (33 knots) or less.

NOTICE TO VESSEL OWNER: The MARINA hereby informs you that in the event you fail to remove your vessel from the marina promptly (timeframe to be determined by MARINA) after the issuance of a tropical storm or hurricane watch for Okaloosa County, Florida, under Florida law the MARINA its employees or agents are authorized to remove your vessel, if reasonable, from its slip or take any and all other reasonable actions deemed appropriate by the undersigned or his or her employees or agents in order to better secure your vessel and to protect marina property, private property, and the environment. You are further notified that you may be charged a reasonable fee for any such action.

Tropical Storm: A better-organized system of showers and thunderstorms with a well defined circulation center with maximum sustained winds of 39 to 73 mph (34 to 63 knots).

HURRICANE PREPAREDNESS WEEK:

All customers are required to read and sign the "Marina Hurricane Policy" each new hurricane season. This form will be updated and available at the Marina Office for Marina users prior to the start of hurricane season.

Staff will review hurricane procedures, assign storm preparation responsibilities and review locations for electric, water and sewer shut-off points.

Storm haul-out arrangements for Marina vessels will be confirmed by Harbormaster.

72 HOURS PRIOR TO LANDFALL:

Marina customers will be notified of the impending storm by text message and general announcement and posted notices in common areas. Notification will include the closure of the main Marina building and bathhouse.

Marina grounds will be completely inspected for loose debris and unnecessary items will be stowed or secured.

Marina buildings and equipment will be photographed for documentation purposes. Dock check all vessels for proper tie-ups, loose gear, sails, etc.

48 HOURS PRIOR TO LANDFALL:

All hands meeting, Ground Recheck for Loose items, final Boat movement out of marina.

36 HOURS PRIOR (HURRICANE WATCH):

POS systems are shut down and the Marina will be officially closed for business.

Remaining boats will be hauled-out.

All unsecured items will be brought inside the Marina building.

All Marina buildings will be locked-down.

POST-HURRICANE:

Harbormaster will inspect the entire facility and photo-document any damage. If the integrity of the utility systems seems intact, connections to the property will be switched-on and monitored.

A status report will be relayed to the Owners and a determination will be made as to whether the facility should remain closed or resume normal operations.

Attachment A

NICEVILLE YACHT CLUB/SRM CAPITAL GROUP – HURRICANE POLICY

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.

The **Marina Docks and Seawall** are not safe locations for vessels during tropical storms or hurricanes. 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. Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment. **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.

Leaving any vessels, equipment, gear, automobiles, vans, campers, motorcycles, bicycles or any other type of transportation and any other item left at the marina property in any way, shape or form is done at the owner's sole risk. It is understood that Marina Owner and any or all of their agents, representatives or employees cannot assume any legal or financial responsibility for the preservation or removal of the items described above left on or near Marina grounds.

The **Marina officially closes 24 hours prior**, and the building will be locked and **access will be denied at 24 hours prior**, to commencement of tropical storm conditions as forecast by the National Weather Service. Post storm, the Owners will determine when the marina can be opened safely.

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 (collectively referred to as the "**Marina**") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss, including loss of life, or damages to person or property, including, but not limited to, damages caused by **Marina'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, whether negligent or intentional. **Licensee** shall be liable to **Marina** 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** further agrees to defend, indemnify and hold **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 **Marina's** negligence. This paragraph shall survive the expiration or termination of this agreement.

I have read, understand, and agree to the policies and procedures above as attested by my signature

SIGNATURE OF LICENSEE

DATE