

Welcome to Lamb's Yacht Center! We hope you enjoy your stay.

We are happy to welcome you to the oldest and largest full service and storage marina in north Florida and south Georgia. The marina is owned and operated by the 2nd and 3rd generations of the Lamb family, as well as a staff with over 300 years of combined experience. We are proud to continue the Lamb's tradition and welcome you to the family.

We are part of Jacksonville's "Marina Mile", the largest concentration of recreational boating services in our region, located on the Ortega River. Our facility is just two miles down the road from historic Avondale, which offers a variety of local shops and wonderful restaurants that give you a taste of old town Jacksonville. We are also 5 miles from downtown and within walking distance of all the services to accommodate a traveling boater's needs.

Here at Lamb's Yacht Center, we have the finest slips in Northeast Florida. Our facilities consist of over 200 combined wet and lifted slips able to accommodate storage vessels up to 90 ft in length and transient vessels up to 120ft. With the largest selection of covered slips in the region, you can rest assured that your yacht will remain in ship shape.

On property we have restrooms, showers, wifi, a concierge car and bikes, laundry, and rental units that we invite you to use upon your stay here.

We have an outstanding service department that is able to address your every need, and are proud to say that we are a certified Clean Marina. On site we offer a wide variety of services from a routine haul-out and bottom job with our 100 metric ton capability, to mechanical repairs and monthly systems checks or a full repower. Our skilled carpentry department can restore the classic or antique, and completely remodel a custom interior. Fueling and pump out services are available as well.

The Lamb's Yacht Center Parts Department is also stocked with many hard to find items. Our personnel have extensive experience with Yanmar, Volvo, Cummins, and Detroit diesels. We are also experts with Mercury, Mercruiser, and Evinrude.

> Sincerely, Johnny, Peggy Sue, Maggie, Nadia, Murphy

Below are some important policies and information you will need to know while staying with us:

Payment Method: Lamb's Yacht Center will be charging a 4% fee on all credit card payments for dockage due to increasing credit card processing fees. As of June 1st, 2019, cash or check will be the preferred methods of payment.

Subcontractor Policy: You will be charged a \$75 fee per person, per day for anyone who comes on the premises to work on your boat, who has not been appointed by Lamb's Yacht Center. Contractors are only allowed to work on premises Monday through Friday, 8:00 am to 5:00 pm. Any contractor working outside of these hours will result in an additional fee charged to the vessel OWNER, unless prior approval is obtained from Lamb's Yacht Center. Contractors must provide proper insurance, workers compensation, and a Lamb's MARINA waiver to the main office before being permitted to work on the premises. In addition they must sign in daily before work begins and sign out at the end of the day. Anyone without proper documentation will be asked to leave immediately.

Vessel Documentation: A copy of your vessel's registration and insurance declaration page must be attached to your dockage agreement. Lamb's Yacht Center must also be listed as an **additionally insured**. OWNER is responsible to provide a copy of the renewal to us annually. Neglecting to keep paperwork up to date will result in the slip rental to change from a monthly rate to a **daily rate**.

Hurricane Storage Fee: If you choose to have your boat remain on property, or are unable to remove your boat from the premises during a named storm, OWNER will be charged a \$200.00 flat rate hurricane storage fee. MARINA will not be responsible for damage to your boat or what it may do to other boats, persons, or property, and will not be responsible for any perishables left in the refrigerator or freeze if power to vessel is lost. By electing to leave your boat in our yard, you give us total authority to do what we think is prudent or necessary to protect your boat, other boats, and our property. By leaving the boat in our yard, you release us and hold MARINA harmless for all liability for damage to your property, and for action taken to protect your property.

*If damage should occur to your boat, your insurance would be used for your repairs. OWNER will be held liable for any damages sustained to MARINA property by OWNER'S vessel. (SB2128, a bill which authorizes all marina owners to take action to secure vessels during severe weather, and to charge a fee for this service, while protecting these marinas from being held responsible for liability).



STORAGE RATES				
<u>A DOCK</u>	<u>B DOCK</u>	<u>C DOCK</u>		
(Uncovered-Wooden-Fixed) 25' Hoist- \$450 + tax 30' Hoist- \$550 + tax 45' Hoist- \$750 + tax Wet Slip- \$16/ft/mo Electric- Metered	(Covered-Wooden-Fixed) 25' Hoist- \$460 + tax 25' Wet Slip- 400 + tax 30' Hoist- \$560 + tax 45' Wet Slip- \$685 + tax 45' Hoist- \$760 + tax 65' Wet Slip- \$1,150 + tax Electric- Metered	(Covered-Concrete-Fixed) 41' Wet Slip- \$550 + tax 50' Wet Slip- \$725 + tax 55' Wet Slip- \$875 + tax 60' Wet Slip- \$995 + tax 80' Wet Slip- \$1,275 + tax Electric- Metered		
<u>TRANSIENT STORAGE</u> Uncovered- \$2/ft/night Covered- \$3/ft/night	Storage rates are per month unless otherwise specified. All "per foot" rates are based on length overall.	TRANSIENT ELECTRIC 30A Service- \$7/night/cord 50A Service- \$14/night/cord 100A Service- \$30/night/cord		
SERVICE RATES				
<u>Mechanical - \$120/hr</u> <u>Carpentry- \$120/hr</u> <u>General Labor- \$95/hr</u> <u>Haul Out- \$12/ft</u>	Bottom Job- \$75/ft Includes haul out, blocking, a pressure wash, 2 coats of paint (extra coats- \$8/ft/coat). Additional sanding and cleaning- \$95/hr *Running gear not included			
 *Rates are subject to change without written notice. *Proof of ownership/registration and insurance are required upon arrival. *No outside service providers are permitted on the premises without prior approval and must submit a copy of their insurance to the front office. *A 4% convenience fee will be added to all charges paid by Credit card* *Due to limited space, after completion of service all vessels must be picked up within 3 days or storage fees will apply. 				

LAMB'S YACHT CENTER SLIP RENTAL AGREEMENT

Customer Information

Last Name	Address	
First Name	Suite/Apt.#	
Middle Initial	City	
Home Phone	State/Province	
Work Phone	Postal Code	
Cell Phone	Country	
E-mail		
Emergency Contact	Emergency Phone	

Vessel Information

Name		Length Overall	
Manufacturer		Beam	
Model		Draft	
Mfg Year		Height	
Hull Color		Weight	
Capt.		Capt. Phone	

Required Information

Customer ID:	Vessel ID:
Slip Signature	Slip Assignment:
Credit Card Authorization	Arrival Date:
Storm Indemnity	Est Departure:
Registration	Meter Reading:
Insurance Declaration	Lamb's Yacht Center added as Additionally Insured
Hoist Training Completion (Hoist Dock Customers Only)	

COPY OF YOUR INSURANCE DECLARATION PAGE & REGISTRATION MUST BE ATTACHED



THIS AGREEMENT entered into for the sole consideration stated between LAMB'S YACHT CENTER, hereinafter called "MARINA" and the undersigned vessel OWNER, its agent or employee, hereinafter called "OWNER". On behalf of MARINA and OWNER it is mutually warranted, covenanted and agreed as follows:

1. That this is an Admiralty and Maritime Slip/Space Rental Agreement under the General Maritime laws, Statutes, and Code of the United States of America.

2. That the OWNER will pay the above Dockage Fee, electric, applicable taxes to MARINA, and all other fees incurred under this Agreement on or before the twenty-fifth (25th) day of each month in which this lease is in effect. Failure to pay the amount due by the twenty-fifth will result in an additional 5% late fee for all outstanding invoices as outlined in the Rules and Regulations, which are attached as "Exhibit A".

3. That the MARINA provides the slip/space rental to the OWNER on the basis that the MARINA relies on the financial credit of the vessel. The MARINA shall have a maritime lien against the vessel and contents for sums due for the slip/space rental/services provided to the vessel. The MARINA shall have a maritime lien against the vessel and contents for injury, or damage caused or contributed to by the vessel or OWNER, including but not limited to damage to pier, hoist, docks, wharf, personal injury, damage to other vessels, pollution by oil, pollution by pump out tank, its derivatives or other hazardous material, loss by sinking, collision, fire, or other losses. OWNER acknowledges that MARINA is obligated to report to the appropriate authorities all fuel, oil, or other improper discharges which may be emitted from the vessel as a result of bilge pump operation, fuel overflow, or otherwise. MARINA'S maritime lien shall be operative with respect to all fines, assessments, or damage resulting from such discharge which may be assessed against MARINA. It is further agreed that services provided by MARINA to OWNER or OWNER'S vessel are in furtherance of navigation of the vessel and in furtherance of waterborne use, whether such services are performed ashore or afloat.

4. The Vessel OWNER shall furnish the following information prior to occupying a slip in the MARINA:a) Evidence of insurance in a form acceptable to the Marina Operator, with the MARINA listed as "additionally insured".

b) Proof of ownership of the vessel in the form of a registration documentation.

5. The vessel OWNER and the vessel will indemnify and hold harmless the MARINA for the consideration hereinbefore set forth, from any costs, expenses, damages, and against all claims, demands, damage liability that may be asserted by anyone due to:

(a) Property loss of any type, property damage due to fire, theft, collision, or property loss from any other cause to said OWNER'S vessel, motors, sails, furniture, equipment, tackle or appurtenances, or to any other property contained in or on OWNER'S vessel, or on the premises of the MARINA or to personal property of others on the vessel or MARINA premises, including negligence of the MARINA; and

(b) Any personal injuries, death, or illness arising from the occupancy or use of the MARINA premises or facilities, where such injury, or damage is caused; in any part regardless of how slight, by the acts or omissions of the vessel OWNER, his agents, servants, invitees or employees; and

(c) Any alleged damage, or loss to marine property, non-marine property or personal injury caused in part, regardless of how slight by vessel OWNER, his agents, servants, invitees or employees; and

(d) All fines, assessments or damage which may be assessed against MARINA as a result of any fuel, oil or other improper discharge which is emitted from the vessel.

6. This Agreement is to provide a slip/space rental. There is no agreement to create a bailment of the vessel, nor do the parties intend to create a bailment of the vessel. This Agreement is merely for the renting of a storage space by vessel OWNER for his vessel. There is neither temporary nor permanent dominion, or control exercised over said vessel by MARINA, but said control is to remain in vessel OWNERSHIP at all times. This Agreement is for the use of space only and such space is to be used at the sole risk of OWNER. The MARINA shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances, at any time.

7. The vessel OWNER covenants and agrees that he has in full force and effect a marine hull insurance policy of a 'named perils' or 'all risks" for the value of the vessel and a third party liability policy, also known as P & I policy. OWNER agrees to carry said P & I policy in a minimum amount of \$ 500,000 with the MARINA listed as "additionally insured".

8. PURSUANT TO FLORIDA STATUTE 328.17, LAMB'S YACHT CENTER IS AUTHORIZED TO SELL THE ABOVE VESSEL, HER APPURTENANCES AND CONTENTS AT A NON-JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF RENTAL. NOTICE BY CERTIFIED MAIL OF A NON-JUDICIAL SALE WITH REFERENCE TO THE AFORESAID VESSEL, WILL BE MAILED TO THE OWNER AT THE ADDRESS SET FORTH ABOVE AT LEAST 60 DAYS PRIOR TO PROPOSED SALE.

9.It is the full responsibility of the boat OWNER, to make arrangements for the safety and protection of his boat and appurtenances.

10. This Agreement shall be in full force and effect, unless terminated under any one of the following conditions:(a) By destruction of the slip/space/facilities by fire, storm, acts of God, acts of Government, acts of third parties, or other calamity;

(b) In the event OWNER shall make a bona fide sale of the boat listed in the Agreement, and/or remove the boat to another mooring after notification to MARINA and payment of all accrued charges;

(c) By breach or default of the terms of Rules and Regulations as provided in this agreement, or subsequent amendments, as solely determined by MARINA;

(d) By termination in writing within ten (10) days notice by MARINA;

(e) By breach of the warranties or agreements contained herein, said breach to be solely determined by MARINA. (f) By not carrying in date insurance and registration on the vessel at all times.

(g) MARINA does not allow live-a-boards at this facility: Defined as staying more than eleven (11) days within a thirty (30) day period. Lamb's Yacht Center is for recreational/storage purposes only. MARINA has the right to terminate any contract without notice for violation of this policy.

11. OWNER agrees to comply with all posted rules and regulations herein attached hereto and marked "Exhibit A" as fully as though they were set forth herein, and should breach of this Agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately at the option of MARINA. OWNER agrees that upon such violation MARINA may immediately remove the boat without notice to OWNER from her mooring space at the OWNER'S risk and expense and take possession of the mooring slip.



12. This document together with "Exhibit A" attached hereto, constitutes the entire agreement between the parties. There can be no assignment by either party without the full consent and knowledge of the other party and such consent will not be unreasonably withheld. Should there be waiver of any conditions by MARINA, this shall not be deemed a continuing waiver.

11. In the event of any breach hereunder including but not limited to recovery in whole or in part for services or slip/space rental charges, in any Court, either in rem or in personam the vessel OWNER hereby agrees to pay all Court costs together with attorneys fees and interest and further that said vessel be responsible for such costs, fees and interest, should a suit result against the vessel in rem, items, with the consent of the United States Marshall at the MARINA facility including removing the vessel in custodia legis from its normal slip/space to another slip/space as the United States Marshall may allow or direct.

13. FUELING: The MARINA staff will NOT fuel OWNER'S vessel. The OWNER shall be solely responsible for any spill or discharge of fuel into the river resulting from the emission of fuel from the OWNER'S vessel.

"EXHIBIT A" RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for boat OWNERS using space at Lamb's Yacht Center, the following rules and regulations are provided for your protection. Your cooperation in observing the following rules is appreciated.

ADVERTISING: Advertising or soliciting of sales or leases of the boat must be approved by the MARINA. Neither the boat nor MARINA'S address shall be used for business purposes.

CHECKING OUT: Guests checking out of the MARINA shall report to the Main Office and settle their account prior to leaving. It will be appreciated if all boat OWNERS will leave a forwarding address in order to permit prompt handling in the event mail or packages are received for them. All personal property must be removed from dock houses when dockage rental is terminated. OWNERS must notify the MARINA office when removing their boat permanently from the yard thirty (30) days prior, and again one (1) day prior to allow time to finalize invoices.

PAPERWORK: OWNER agrees to turn in completed; Slip Paperwork, Insurance Declaration with the MARINA listed as "additionally insured", Registration, Hoist Slip Training (if in a hoisted slip), Hurricane Indemnity, and Credit Card Authorization. OWNER also agrees to keep coverage up to date by providing current insurance declaration and registration on file at the main office. Neglecting to keep paperwork up to date will result in the slip rental to change from a monthly rate to a daily rate.

DELINQUENT ACCOUNTS: In the event that invoices or other MARINA charges are not paid within thirty (30) days, the MARINA shall, at its sole option, have the right to change the slip rental from a monthly rate to a daily rate and all invoices with past due charges thereafter shall bear interest at the highest legal rate.

DOCKAGE DAY: Dockage day starts at 6:00 A.M. Any vessel clocked prior to 6:00 A.M. will be charged dockage for the previous night. Check out time shall be 3:00 PM. Any vessel that occupies a berth after 3:00 PM. will be charged dockage for that night.

EMERGENCY: Only pleasure boats, in good and seaworthy condition, and under their own power may enter the slip/space. In the event that an emergency occurs during the OWNER's absence, then after the casualty the MARINA is hereby authorized to make necessary repairs as economically as possible which will be charged to the boat OWNER. The MARINA shall have the sole discretion as to whether any casualty repairs shall be made. The MARINA shall make reasonable attempts to contact the OWNER after the casualty and prior to commencing repair. OWNER agrees that in case of emergency, MARINA may move the boat from the particular space rented to any other mooring space.

EXTENDED CRUISES: Boats leaving for an extended cruise (exceeding 1 week) are required to notify the MARINA Office. Management reserves the right to rent all slips when vacant, however, transients will move for returning boats on seasonal contracts or on advance pre-paid reservations. OWNER is required to notify MARINA forty-eight (48) hours prior to returning.

LIVE-A-BOARD POLICY: Defined as staying more than eleven (11) days within a thirty (30) day period. The MARINA does not allow live-a-boards at this facility. Lamb's Yacht Center is for recreational/storage purposes only. MARINA has the right to terminate any contract without notice for violation of this policy.

FIRES: Use of charcoal is not permitted on vessels, docks, or piers. OWNERS causing any type of fires, caused by maintenance, or any other dangerous conditions as determined by the MARINA on the docks shall be a breach of these regulations.

FREEZERS & REFRIGERATORS: The MARINA is not responsible for spoiled food in freezers or refrigerators for any reason at any time.

GARBAGE: Refuse shall not be thrown overboard. Garbage shall be deposited in cans supplied for that purpose. Notify the dock attendant for anything that will not fit in these cans, they will dispose of it appropriately. No person shall discharge oil, spirits, inflammable liquid, pump out waste, or bilge oils into the MARINA. There are specific areas to dispose of hazardous chemicals and pump outs for a fee. Check with the front office or the dockmaster to coordinate appropriate disposal.

IMPROPER DISPLAYS: Laundry shall not be hung on boats, docks, or finger piers in the MARINA.

NOISE: Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television, so as not to create a disturbance.

OUTSIDE CONTRACTORS: No "outside" contractors, service organizations or individuals will be permitted to undertake any work on boats in the MARINA without the approval of the MARINA. OWNER will be charged a \$75.00 fee per person, per day. If approval is given, MARINA incurs no legal obligation to supervise, conduct follow-up checks or provide safety inspections for such contractors. "Outside" contractors are only allowed to



work on premises Monday through Friday, 8:00am through 5:00pm. Any contractor working outside of these hours will result in an additional fee charged to the OWNER unless prior approval from the MARINA was given. Contractors must provide proper insurance, workers compensation, and waiver to the main office before being allowed to work on the premises. In addition, they must sign in daily before beginning work and sign out at the end of the day. Anyone without proper documentation will be asked to leave immediately.

BROKERS: Brokers are only allowed on premises Monday through Friday, 8:00am through 5:00pm. Any brokers working outside of these hours will result in a fee charged to the OWNER unless prior approval from the MARINA was given. Brokers must sign in daily at the main office before entering the premises, and sign out when finished. Brokers must fill out a waiver in the main office. Any broker who doesn't have a waiver on file will not be allowed to show boats on the premises.

PARKING: Daily users of the parking lot will be allowed one parking space per boat slip/space. The yard reserves the right to make a nominal charge for additional regularly used spaces. No RV's, Trailers, or Semis are allowed. MARINA is not responsible for property loss, damage, collision, injury, or theft.

PETS: Pets shall be leashed within confines of the MARINA, toileted on grass areas, and all pet waste should be cleaned up responsibly. Pets shall not be permitted to disturb the other guests.

REPAIRS ON DOCKS: Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. Extent of repairs and maintenance shall be at the sole discretion of the MARINA.

SECURITY: The MARINA may employ security personnel for the protection of MARINA property. The MARINA is not responsible for OWNER'S property protection, including the vessels or contents thereof.

SIGNS: Any signs placed on the vessel or boat slip/space must be approved by MARINA. The MARINA will remove any non-approved sign from the vessel or slip/space without notice to the OWNER. Similarly, OWNER may not affix or attach by screws, nails, bolts or any other object any article, fixture, or equipment to the docks without the prior written permission of the MARINA.

STORAGE ON PIERS: Boat OWNERS shall not store supplies, materials, tenders, dinghies, skiffs, accessories or debris on walkway. Neither shall construct or place thereon; any dock boxes, lockers, chests, cabinets, or similar structures, except with written approval of the MARINA. Absolutely no hazardous materials may be stored on the dock, even in an approved storage container.

SUBLEASING: Subletting of slips/spaces, transfer of boats between slips/spaces, or from one slip/space to another slip/space, is not permitted except upon prior approval of the MARINA.

CORDS/SPLITTERS PROVIDED BY MARINA: All cords and/or splitters provided by the MARINA are for use to the Boat OWNER only when at the MARINA and shall not be removed from the MARINA at any time. If any cord and/or splitter is removed from the MARINA, Boat OWNER shall be liable to MARINA for the cost of the replacement of the same.

FACILITIES: The laundry room, men's, and women's restroom facilities will be locked and coded. For your safety and security, these codes will be changed from time to time. Notice and new information will be given to the affected tenants when a code has been changed. Restroom supplies will be provided and replenished by the MARINA as necessary.

MAIL and PACKAGES: Any receiving of mail or packages is solely at the responsibility of the OWNER. Please pick up mail/packages weekly from the main office, as we do not have much space to store. If for some reason you are unable to pick up your items, please notify the main office. MARINA is not liable or responsible for any damages, thefts, late deliveries, outgoing or incoming mail/packages, returns, ect. Please leave a forwarding address after departure if you are expecting any additional deliveries. MARINA will gladly forward mail/packages at the OWNER'S expense.

SEAWORTHINESS REGULATIONS: All OWNERS shall keep their vessels in operating condition. Upon request, the renter or OWNER shall allow inspection by MARINA personnel or government agency of vessels for seaworthiness. Seaworthiness will be determined by, but not limited to the following:

-Vessel shall operate under its own power.

-Vessel shall have an operable electrical system.

-Vessel shall not be in a state of deterioration.

-Vessel shall be watertight (minimal amount of water in bilge).

-Vessel bilge pumps shall be operable and sized appropriately. We have a lot of rain, it is imperative that you have an operational bilge pump so your vessel does not fill up with water.

-Vessel shall be navigable.

-Any vessel determined to be un-seaworthy shall have thirty (30) days to repair the vessel. At the end of the thirty (30) days the OWNER shall allow inspection by MARINA personnel to verify repairs have been made. OWNER is subject to possible fines if they are not complete, or may be asked to leave the MARINA.

VIOLATIONS: Violations of the above rules and regulations, disorder, depredations, or indecorous conduct by a patron, his crew or guests, that might injure or annoy other persons, cause damage to property shall be cause for immediate removal from the MARINA of the boat in question and termination of the Agreement at the discretion of the MARINA. Violation of any City Ordinances, State or Federal Laws, violation of any regulations of City, Federal, or State agencies shall be cause for the MARINA to terminate the Agreement immediately and as of the date of said violation and for the

immediate removal of the OWNER's boat from the MARINA.



I HAVE READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND ALL OF THE TERMS THEREOF AND REALIZE AS A VESSEL OWNER THAT I AM PERSONALLY RESPONSIBLE AND THAT THE VESSEL OWNER IS ALSO RESPONSIBLE FOR THE TERMS AND CONDITIONS SET FORTH HEREIN.

"OWNER" Signature:

Date:

"MARINA" Signature:

Date:

CREDIT CARD AUTHORIZATION

Name:		Acct #
	Phone:	
E-mail:		
	Visa Discover I	MasterCard
	American Express 🗌 Other:	
Name on Card:		
Card Number:	·	
Expiration Date:	Securit	y Code:
Billing Address:		
City:	Zi	p Code:
I authorize Lamb's	Yacht Center to charge my credit card fo	or selected invoice types below.
Slip Rental/E	lectric (an additional 4% fee will apply)	Fuel Charges
Work Orders	an additional 4% fee will apply)	Ship Store Charges
Signature:		Date:



LAMB'S YACHT CENTER TROPICAL STORM AND HURRICANE MARINA DOCKAGE RELEASE AND INDEMNITY

In consideration of the waiver, the undersigned Lamb's Yacht Center storage customer hereby releases Lamb's Yacht Center from any liability for damage that may occur to the vessel while it is stored in the MARINA. The undersigned further indemnifies Lamb's Yacht Center against any damage the vessel may cause to the docking facilities, other vessels or personal property located in the MARINA. OWNER will be held liable for any damages incurred to MARINA property and facilities by OWNER's vessel.

IMPORTANT NOTICE:

If you choose to have your boat remain on property, or are unable to remove your boat from the premises during a named storm, we charge a \$200 flat rate hurricane storage fee.

Print Name

Signature _____

Date _____

Vessel Info

Vessel Name:

Vessel's Current Location:_____