

Suntex Marinas

Dockside Procedures

- L The Rules of the Road and the Navigation Laws of the United States apply to all vessels approaching or leaving a Suntex facility.
2. Utility charges are identified in paragraph six of the LEASE AND SERVICE AGREEMENT including charges, where applicable, for electric, water, sewage, trash pick-up and cable TV. Water, sewage, trash pick-up and cable TV services are not individually metered. Therefore, in determining the charge to be billed to the tenants, we are required to apportion the utility charges for each of said utility services to the individual tenant. Utility fees to cover all above mentioned services are billed at a single rate. That rate is applied to the kWh usage of electric for the period or has been determined as a flat rate per day, week or month, regardless of specific consumption of those elements.
3. Noise must be kept to a minimum at all times. Vessel Owners, their guests and other authorized persons must use discretion in the operation of generators, engines and other power equipment so as not to create unreasonable noise.
4. The extent of vessel repairs and maintenance at the Marina is at the discretion of the Marina Manager. Major repairs are generally not permitted. No painting is permitted on the boats or docks.
5. Walkways and finger piers are to be kept clear at all times. Storage of loose gear is not permitted on walkways or finger piers. Hoses, electrical cords and telephone cords should not cross piers or walkways. Charcoal fires are never permitted on the boats or docks.
6. Refuse and garbage must not be disposed of overboard. Garbage should be placed in plastic bags and deposited in the containers provided. Holding tanks must be used for discharge of all heads aboard the vessel. Pump-out facilities may be provided at the individual slips and/or main fuel dock. Federal regulations prevent discharging of vessels sanitary facilities within the Marina and surrounding waters. Marina Manager is authorized to board a vessel to inspect holding tanks and to test their operation with dye if necessary. No person shall discharge into the Marina waters or dispose into garbage containers any oil, spirits, oily bilge water, storage batteries, or coolants. They are the responsibility of the Vessel Owner to be removed from the Marina and disposed of per State and Federal Regulations. If not properly disposed of by Vessel Owner, a fine may be imposed by governmental authorities. Moreover, in this circumstance Suntex Marina has the right to cause the vessel to be removed from the Marina at the Vessel Owner's expense and risk and the Vessel Owner shall pay all charges involved to effectuate clean up.
7. Laundering and drying of laundry on finger piers, walkways, decks or rigging is not permitted.
8. The finger pier between slips is for the use of boats on each side. Location of private gangways should be governed accordingly. In no case will a gangway be allowed to block access to another boat.
9. Suntex reserves the right to limit and govern all parking spaces.
10. Vessel Owners must notify the Marina Manager's office by letter or telephone when guests are permitted to use the boat without the Vessel Owner present. Vessel Owners must notify Marina Manager's office when guests or workmen have permission to be aboard their vessels.

Dockside Procedures

11. All work, performed on vessels by outside workmen must be between the hours of 8:00 a.m. and 5:00 p.m. All workmen/contractors must be approved by the Marina Manager in advance before the commencement of any work. proof of insurance is required.
12. It shall be the responsibility of the Vessel Owner to keep the vessel in such a condition that it does not become unsightly or dilapidated or reflect unfavorable upon the appearance standards that are maintained by Suntex Marina. Decks of all vessels moored at the Marina docks must be kept free and clear of debris, bottles, laundry, papers, trash or unsightly materials at all times.
13. No vessel may display a For Sale sign or brokerage sign unless approved by Suntex Marina, its sole discretion. Solicitation of business or sale of merchandise at the marina is not permitted.
14. NO dinghies, inflatable boats, tenders or other watercraft or vessels may be moored within the Owner's slip in the Marina, except for the Owner's vessel described in the LEASE AND SERVICE AGREEMENT.
15. The shall be open between the hours of 8:00 a.m. and 5:00 p.m. daily.
16. Violation of these Dockside Procedures, disorder, rude or vulgar conduct as well as failure to comply with the LEASE AND SERVICE AGREEMENT, whether by tenant, their guest(s), or other person(s) authorized by them to be at the Marina, is cause for cancellation of the LEASE AND SERVICE AGREEMENT and Vessel Owner agrees, without liability of Company or its agents, employees, or representatives, to immediate removal of the Owner's vessel, Owner and its guests, invitees or other authorized persons. Removal may be by Company and its representatives, governmental authority, including the police or otherwise.
17. Suntex Marina, its employees and management, will agree to accept any mail, package, box or other goods that are shipped, mailed or any otherwise delivered to the marina office, provided that all of the following terms and conditions are fully met, and the individual or entity to which the mail, package, box or other goods is addressed agrees to those same terms and conditions:
 - a. Mail, packages, boxes and other goods will only be accepted for marina tenants with current Leases, and account ledgers paid to date.
 - b. Mail, packages, boxes and other goods will -be accepted only in the physical condition in which they arrive, and Suntex Marina, its employees and management shall not assume any responsibility for that condition, nor for the condition when received by the addressee.
 - c. All mail, packages, boxes and other goods may only contain legal and non-hazardous substances, chemicals or other devises. Any items delivered to the marina that are illegal, toxic or hazardous will not be accepted. .
 - d. All mail packages, boxes and other goods will only be accepted and stored as a courtesy service to tenants with current leases, and account ledgers paid to date. Suntex Marina, its employees and management, will not guarantee the safety nor accept any liability for receiving or storing all mail, packages, boxes or other goods. All items are considered delivered when accepted at the office and it will be the addressee's responsibility to provide insurance coverage in the case of loss or theft for all items after delivery to the office address. Any mail, packages, boxes or other goods left beyond 30 days of original delivery date to this address will be considered abandoned and will be discarded.

Suntex Marinas

Dockside Procedures

Suntex Marina - STORM STORAGE POLICY

Tropical Storm and Hurricane season for South Florida is June 1st through November 30th.
Our top priority is your safety, and the protection of our employees and our marina.

FOR DRY STORAGE TENANTS

- 1) Please review your current Vessel Insurance coverage to make certain that it provides you, in addition to the coverage required under your Lease, with sufficient storm coverage to meet your personal needs. All tenants are required, by the terms outlined in your Lease, to provide a copy of your current policy to the marina office.
- 2) Make all arrangements for moving and/or securing your vessel during a Tropical Storm or Hurricane prior to June 1st.
- 3) If you plan on removing your Vessel from the Premises by trailer you must do so before the Tropical Storm or Hurricane Watch is issued for your area. Once the Watch has been issued for your area all trailer loading will end. All trailers must be ready to be loaded and no last-minute adjustments will be permitted. Vessels loaded onto trailers must be removed from the Premises immediately as no onsite parking will be available.
- 4) If you plan on removing your Vessel from the Premises by water, you must do so before the Tropical Storm or Hurricane watch has been issued for your area. Once the Watch has been issued for your area all launching will end. Your Vessel must be prepared to leave the Premises immediately upon launching, as no in the water space will be available.
- 5) Tenants may not request that their Vessel be relocated within the storage complex beyond the space they normally occupy. Management reserves the right, under your Lease, to move boats as it deems necessary during all occasions, including storm conditions.
- 6) Prepare your Vessel for the storm by removing all loose equipment, personal items, bimini tops and canvas. Make sure all hatches, ports and doors are closed and locked. Outside storage customers make sure the area around your boat is clear of all loose gear. Make sure that all cockpit drains, and hull plugs have been removed. Check to be sure that your firefighting equipment is in working condition.
- 7) When it has been determined by management that it is no longer safe, normal operations will be suspended. This includes but is not limited to fueling, hauling & launching, electric, water and other utilities.

Dockside Procedures

FOR WET STORAGE TENANTS

- 1) Please review your current Vessel Insurance coverage to make certain that it provides you, in addition to the coverage required under the Lease, with sufficient storm coverage to meet your own personal needs. All tenants are required, by the terms outlined in your Lease, to provide a copy of your current policy to the marina office.
- 2) Make all arrangements for moving your Vessel prior to June 1st. Marina tenants are required to provide written documentation to the marina office no later than June 1st detailing your Tropical Storm or Hurricane plans for removing your vessel from the marina. All Vessels are Required to be Removed from Marina Property before a Tropical Storm or Hurricane Warning is issued for Florida coastal areas in preparation for a Tropical Storm or Hurricane.
- 3) If you plan to leave the marina prior to a storm, be aware that once a Tropical Storm or Hurricane Watch is issued for your area that all bridges over the Intracoastal Waterway may be locked in the down position. Travel by water throughout the area will be severely limited and at some point, dangerous. You should have prior arrangements for secure space before you leave the marina.
- 4) Tenants may not request that their Vessel remain on marina property. Management reserves the right, under the terms outlined in your Lease, to remove vessels from the property as it deems necessary during all occasions, including storm conditions.
- 5) Prepare your Vessel for the storm by removing all loose equipment, personal items, bimini tops and canvas. Make sure all hatches, ports and doors are closed and locked. Make sure that all cockpit and overboard drains are clear, and all bilge pumps fully functional. Check to be sure that your firefighting equipment is in working condition.
- 6) Remove all gear and equipment from the finger piers and the main docks. If you have a dock box, either Company provided or personally owned, make sure that the box is properly mounted to the dock and that the lid of the dock box is locked and secured. Hoses and power cords should be coiled up and safely stored on board your Vessel.
- 7) When it is determined by management that it is no longer safe, normal operations will be suspended. This includes but is not limited to fueling, hauling & launching, electric, water and other utilities.

FOR ALL TENANTS

As described in Section 7 of your Lease and Storage Agreement, the Owner shall be liable for damages caused to other Vessels or to any part of the Company's Premises, including but not limited to docks, pilings, plumbing, wiring and other equipment and machinery. The Owner is responsible for securing the Vessel in the manner specified in Company's Dockside Procedures currently in existence, and as they may be changed from time to time by the Company.

Dockside Procedures

STORM STORAGE POLICY FOR NON-RESIDENT CUSTOMERS

Suntex Marina - St. Petersburg offers advance Storm Storage Agreements, subject to availability at the sole discretion of management.

Storm Storage Agreement

- 1) Starting with May 1st each year, management will accept Non-Resident Customer registration for that year's Call-up list. The expectation of storage availability will be provided upon request from the Non-Resident Customer but is subject to change. Management will not reserve any spaces solely for Storm Storage purposes.
- 2) Non-Resident Customers seeking storm storage must execute the Storm Storage Agreement and pay the current-year fees associated with such storage. Current-year fees are posted as of May 1st for each year's storm season. The minimum fee includes no less than two days of storage, even if the Vessel is there for a shorter period of time.
- 3) In the event of a Tropical Storm or Hurricane, Non-Resident Customers that have completed a Storm Storage Agreement and paid the required fees in advance will have a space assigned subject to all the Terms and Conditions of that Storm Storage Agreement.
- 4) Once executed by the parties and paid for, each Storm Storage Agreement applies only to that named storm and to the initial period specified within the agreement. No Storm Storage Agreement is conditioned upon the actual occurrence of a storm coming ashore at the marina's location. The Storm Storage Agreement provides for the advanced payment of no less than 2 days of storage at the current-year posted rates. If a Non-Resident Customer elects to hold over their stay beyond those designated days, the additional days will be billed at the same rate as the initial two and payment must be made in advance. In the event that a named storm doubles back, another Storm Storage Agreement and fee will be required. All Call-up listing fees are non-refundable and cover only the Hurricane Season then in effect. No listing fees or Storm Storage Agreements are assignable by the Non-Resident Customer without the expressed written concession of the Harbormaster.