



Miami 10/09/09

Greetings Melges 20 Sailors!

Welcome to Shake-A-Leg Miami, your gateway to Biscayne Bay! We are thrilled to host your class at our center for your winter racing series on Biscayne Bay.

Please read below as it outlines some important details about your boat storage with Shake-A-Leg Miami. Shake-A-Leg Miami operates 7 days a week year round, so you will have a chance to witness some of the excitement at our center and around our docks during your stay.

#### BOAT STORAGE

A storage fee of \$11 per foot per month will be charged for boat and trailer storage at Shake-A-Leg Miami prior to, during, or following the 2010 Audi Melges 20 Racing Series. Weekly storage is available at a rate of \$100 per week for any additional time needed. (Any fraction of a week constitutes an entire week's rate.)

Space is only guaranteed upon execution of contract and receipt of payment in a timely manner.

**\*\*Boats intending to stay at SALM after the 2010 Audi Melges 20 events MUST request this from SALM Management at least one month prior to the regatta finish.**

#### MEMBERSHIP

We ask that each boat owner become at minimum a Social Member (\$60) of our organization. Higher levels, offering special discounts on classes and programs are also available at our website [www.shakealegmiami.org](http://www.shakealegmiami.org).

#### VESSEL STORAGE CONTRACT

Shake-A-Leg Miami is a nonprofit 501 (c)(3)  
2620 S. Bayshore Drive, Coconut Grove, FL 33133  
Phone: (305) 858-5550 Fax: (305) 858-6262



This agreement outlines all information regarding storing your vessel at our center. To reserve your spot, please read the information, fill out the contract and send it to us.

## INSURANCE

All boats are required to show proof of vessel insurance when submitting their contract. Contracts will not be considered complete without this.

## PAYMENT:

Full payment for the entire duration of your stay is due one month in advance of contracted storage time. Please submit your payment with your contract in the form of credit card, or check (payable to Shake-A-Leg Miami (PLEASE NOTE YOUR BOAT NAME AND SAIL # WITH YOUR PAYMENT)).

The Shake-A-Leg Miami Center:

## ON-SITE STORAGE:

SALM personnel may need to re-locate your boat around the site depending on the activities happening at the center.

## LAUNCHING / RIGGING / HOIST AREA

Stepping and rigging masts must be done in an area that does not obstruct movement of other boats and trailers. Personal vehicles are not allowed in the launching / rigging area at any time. SALM will have personnel and tractors available to move Melges 20 and trailers to and from the hoist area. SALM personnel as well as (2) authorized representatives of the vessel must be at the hoist during the launching and hauling process

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## WET SLIP ASSIGNMENT

Once launched, boats must stay within the assigned area during the regatta. The SALM Shore Manager will designate the area during the regatta.

## SECURITY

Shake-A-Leg Miami does not accept any liability for vehicles, boats or trailers on the premises, and as such, all guests should take appropriate action to best secure individual personal items.

## QUESTIONS?

Contact:  
Meredith Bass

(305) 858-5550 ext 109  
[watersportscenter@shakealegmiami.org](mailto:watersportscenter@shakealegmiami.org)

We are thrilled to have you join us this winter season and look forward to seeing you on Biscayne Bay soon!

Smooth Sailing,  
The Shake-A-Leg Miami Crew

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# Shake-A-Leg Miami Vessel Storage Contract

<b>NAME:</b>	<b>VESSEL TYPE</b>
<b>ADDRESS</b>	<b>VESSEL NAME</b>
<b>CITY</b>	<b>SAIL #</b>
<b>STATE</b> <b>ZIP</b>	<b>L.O.A</b>
<b>E-MAIL</b>	<b>REGISTRATION #</b>
<b>DAY PHONE</b>	<b>TRAILER LICENSE PLATE #</b>
<b>EVENING PHONE</b>	<b>TRAILER LENGTH</b>
<b>DRIVER'S LICENSE NUMBER</b>	<b>OTHER CONTACT NAME: (boat handler, crew, etc.)</b>
<b>TYPE OF CREDIT CARD (REQUIRED)</b> VISA    M.C.    DISCOVER	<b>STORAGE DATES</b> _____ TO _____
<b>PAYMENT METHOD: (please check)</b> CHECK _____      CHECK # _____  **CREDIT CARD _____      CASH _____	<b>CREDIT CARD #</b>  <b>EXPIRATION DATE</b> <b>SIGNATURE</b>
<b>BILLING ADDRESS: (If different than above)</b>	<b>SOCIAL MEMBERSHIP (min. required):      \$60</b> <b>MONTHLY FEE: _____ x # OF MONTHS _____</b> <b>TOTAL AMOUNT DUE: _____</b> <b>TOTAL AMOUNT PAID: _____</b>
<b>Insurance Certificate Enclosed:</b>  YES                              NO	

**STORAGE RATES = \$11 PER FOOT PER MONTH**

**OWNER SIGNATURE \_\_\_\_\_**

**DATE: \_\_\_\_\_**

**Boat Storage**  
**Contract Terms & Conditions**

**Payment Terms:**

Payment is due one month in advance of contracted storage time.

Full Payment submitted with the contract is accepted in the form of Cash, credit card, or check **(PLEASE NOTE YOUR BOAT NAME AND SAIL # ON THE CHECK)**.

Should the OWNER default on the payment of fees due under this agreement, or if the OWNER violates any of the terms and conditions of this agreement, then the entire amount of the fees due to be paid by the OWNER during the term of this agreement shall become due at once and are payable to SALM. Should the OWNER default in the payment of fees due under this agreement, or should the OWNER breach any of the terms and conditions of this agreement, then SALM reserves the right, at its discretion, to remove the OWNER's vessel from SALM. So long as SALM uses all reasonable precautions in removing the OWNER's vessel, SALM shall incur no liability whatsoever to the OWNER in connection with removing said vessel. Further, the OWNER agrees that SALM may place upon the vessel, its contents, appurtenances and equipment, all maritime liens of whatever nature for non-payment of dockage or other services furnished to the OWNER or the vessel. In the event SALM employs counsel to collect any fees due under this agreement, or otherwise enforces the terms of this agreement or forecloses on a maritime lien, the OWNER agrees to pay SALM all collection costs, including reasonable attorney's fees and the cost of any legal action, should any such action be initiated.

The remedies provided in Florida Statutes 328.17 for the non-judicial sale of a vessel for non-payment of dockage fees are specifically included and incorporated in this Agreement as an additional remedy. The OWNER agrees to be notified at either the above home address or business address specified by the Owner in this agreement in connection with the notice as required under F.S. 328.17.

It is understood and agreed by the parties here involved, that this agreement shall be effective and shall continue for the term indicated in the Storage Contract. In the event the term of this agreement expires and the vessel remains at SALM without a new agreement, then the parties hereby agree that this agreement shall be considered as being in full force and the new rate will be the prevailing **transient dockage rate, plus tax (\$50/day)**. SALM reserves the right to change storage rates and the right to terminate this agreement by giving 30 days notice. The OWNER hereby agrees to comply with that request by the date specified. Any notification to the OWNER, pursuant to any of the provisions of this agreement, shall be deemed sufficient if sent by mail to the above mailing address indicated on the Storage Contract.

SALM is open for business seven (7) days a week, but reserves the right to set business hours with regard to seasonal changes in daylight and existing weather conditions. SALM will be closed all day on Christmas, New Year's Day, Easter and Thanksgiving. SALM will not be liable for any acts beyond its control including any failure of SALM's equipment that make it difficult for the OWNER to access or use his/her vessel. **OWNER'S INITIALS**\_\_\_\_\_.

**Insufficient Funds Fees:**

**Should SALM incur any penalties or fees due to insufficient funds at time of payment, the Owner will be responsible for the penalty fee and/or additional transaction fees.**

It is understood and agreed that this license agreement does not constitute a bailment. The OWNER retains and has the exclusive care, custody and control of the vessel and its contents at all times, and the OWNER is solely responsible for the vessel, its contents and the maintenance of the vessel. The OWNER acknowledges that SALM assumes no responsibility or liability for the safe dockage and maintenance of the OWNER's vessel. The OWNER is solely responsible for the maintenance and tie-up of the vessel. The OWNER shall be responsible for the proper operating condition of the vessel's equipment and for the size and condition of the dock lines. The OWNER agrees to be liable for any damages caused to SALM docks, pilings, or any other damages caused to SALM by the OWNER or the OWNER's vessel. The OWNER acknowledges that he is solely responsible for preventing the entry of unauthorized persons onto his/her vessel. While SALM may make reasonable efforts to control the entry of unauthorized persons onto the SALM docks, the OWNER understands and agrees that SALM does not assure that unauthorized persons will not board his/her vessel and, accordingly, the OWNER is solely responsible for the security of his/her vessel.

SALM shall not be liable for any damage or loss whether from theft, negligence, flood, act of God or other damage to any vessel, person or property. The OWNER guarantees SALM that the vessel is fully covered for hull, casualty and property damage; that the vessel has adequate liability insurance; and that the vessel shall remain so covered during the term of this license agreement. SALM shall be entitled to assume that such insurance is provided and SALM shall not be required to examine policies to this effect, although such policy or policies shall be produced by the OWNER for examination upon SALM's request. The OWNER hereby indemnifies and holds SALM harmless against any loss, suit, damage or claim to or on behalf of any person including the OWNER and the vessel which arises out of the use of the docks or other SALM facilities, whether or not such loss, suit, damage or claim is based upon negligence of SALM or any other party. The OWNER acknowledges and represents that, in consideration of the execution of this license agreement and as a material term hereof, the OWNER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against SALM, its agents or employees, to any third parties, including insurers or underwriters. The OWNER acknowledges that any such subrogation or assignment shall be deemed null and void.

**OWNERS INITIALS** \_\_\_\_\_

Any dispute, controversy or claim arising from or relating to this contract or the breach of this contract, termination or invalidation thereof, shall be settled by arbitration in accordance with the Rules of Procedure of the Miami Maritime Arbitration Council in effect at the commencement of arbitration. The award shall be final and shall be enforceable by any Court having jurisdiction.

This license shall allow the OWNER to use the specific slip designated herein for the limited purposes set forth in this license agreement as long as the OWNER abides by all terms and conditions of this agreement. Under no circumstances are any alterations or modifications to be made by the OWNER to the slip or to any other part of the SALM facility. This license is not assignable. Any attempt to assign this license or any rights arising under this license agreement

is void. The OWNER agrees that SALM may assign the OWNER's vessel to a slip other than the specific slip designated in this agreement with due notice to the OWNER. The OWNER agrees to move his/her vessel at his/her expense. **OWNER'S INITIALS** \_\_\_\_\_.

The OWNER has been informed of the firefighting, first aid and security provisions and equipment available at SALM. The OWNER hereby acknowledges same as being sufficient reasonable and adequate and the OWNER hereby agrees to and does hereby hold SALM harmless from any failure or insufficiency of said provisions and equipment. The OWNER holds harmless, indemnifies and releases SALM from any and all liability, loss, claim or damages to any property, person or persons occurring at SALM. The OWNER does hold harmless, indemnifies and releases SLAM from any and all liability, loss, damage, or claim to property or life arising out of fire, or any other casualty, theft or vandalism, at SALM, even if such loss, damage or claim results from SALM's negligence, including but not limited to SALM's failure to have additional firefighting, first aid and security provisions or equipment. The OWNER is entering into this license agreement with full knowledge and acceptance of the limitations of SALM's firefighting, first aid, security and other such provisions and equipment.

The OWNER holds harmless, indemnifies and releases SALM from any and all liability, loss, damage or claim to property or life due to temporary loss of services, i.e., water, electrical, use of equipment while under repair, or malfunctioning of equipment.

**Hurricane Terms:**

**In the event of an oncoming Hurricane or special Regatta to be held at SALM, the OWNER is responsible for removing his boat and taking it to another location if determined by SALM Management. SALM will notify the owner one month prior to needing the removal for special occasions. OWNER'S INITIALS** \_\_\_\_\_

No modifications to this agreement shall be enforceable unless in writing and signed by an authorized agent of SALM. SALM's failure to require strict performance of this agreement, or, SALM's waiver of any condition, shall not be deemed a future waiver of of SALM's condition or of any rights under this agreement.

Upon arrival at SALM, the Owner will receive information on certain dockage rules and procedures which form a part of this license agreement and which the OWNER agrees will be observed by the OWNER, his guests, agents, passengers and employees. SALM reserves the right to alter, amend and modify these rules and procedures at any time by posting a notice as long as such alteration, amendment or modification is reasonable. Any breach of this agreement or any violation of posted rules and regulations shall be grounds for the termination of this license agreement. SALM shall have the right to remove the OWNER's vessel from SALM at the OWNER's expense. SALM may retake possession of the slip or other mooring space.

If the person signing this agreement is not the OWNER, such person who is signing for or on behalf of the OWNER warrants and represents his/her authority to obligate the OWNER and the vessel to the terms of this agreement and by signing here, also agrees to be personally bound by the terms and obligations set forth in this agreement.

THE OWNER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO ABIDE THEREWITH.

Print Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_