

# Ocean Blue Marina Ramp Agreement Form

**Please complete the following section:**

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Alt. Phone Number (In Case of Emergency): \_\_\_\_\_

Boat Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ FL # \_\_\_\_\_ LOA: \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Trailer Tag No: \_\_\_\_\_

**Please read:**

### ***Boat Launching Rules and Marina Regulations:***

1. Ramp usage (launch and pull) valid for **ONE** day as indicated on this form AND for **ONE** vessel, kayak or paddleboard.
2. Ramp usage must completed during marina hours (sunrise to sunset) and does not include use of dock or dockage for any period over 15 minutes which is time estimated for trailering.
3. Parking is at your own risk and must be at designated locations and not block any vessels, entrances, valet dock or driveways. Should your vehicle and/or be found to be blocking any of the aforementioned areas and you are not found on site to move it, your vehicle will be towed at your expense.
4. NO swimming or open fires will be allowed in the marina area including docks and ramp areas.
5. Fish cleaning and disposal on marina property is **prohibited**.
6. Marina must be kept clean and all trash must be properly disposed of. Bait is not to be disposed of on marina property.
7. All dogs/pets will be kept on leashes and it will be the responsibility of the OWNER to ensure that all stool deposits are cleaned up and properly disposed of immediately. Pets that are a nuisance or have a threatening demeanor will not be permitted.
8. No discharge of bilge water that contains oil, fuel or other fluids that produce sheen upon marina waters.
9. I must remove my vessel, trailer and/or vehicle from the property before the marina gate closes for the evening and should the above remain on the premises at closing, I understand that all property is subject to additional fees and/or towing at owner's expense.

Complete list of marina rules and regulations are posted in bathroom area in which all marina patrons must comply with while on marina property.

I have read the above referenced Boat Launching Rules and Marina regulations also found listed in full in bathroom and common area. I agree to use the marina ramp and property privileges it in accordance with the Marina Rules and Regulations and at my own risk.

#### **INDEMNIFICATION CLAUSES:**

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT AND AGREEMENT to indemnify and hold the MARINA and its members, managers officers, directors, principals, agents, and employees and each of them, harmless against any loss, suit, fines, damage or claim to or on behalf of any person including OWNER and the vessel, damage to the vessel, its engines, equipment, and appurtenances, damages to OWNER's property, and injury to OWNER, its family, and/or crew, guests, contractors, agents, invitees, and/or employees, whether based on theft, negligence, breach of warranty, collision, flood, act of god or otherwise to any vessel, persons or property which arise out of the use of the dockage space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon the negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, alleged breaches of warranty by the MARINA, or any other alleged torts, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA.

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT AND AGREEMENT to indemnify and hold the MARINA and its members, managers officers, directors, principals, agents, and employees, and each of them, harmless against any loss, suit, fines, damage or claim to or on behalf of any person including OWNER and the vessel, damage to the vessel, its engines, equipment, and appurtenances, damages to OWNER's property, and injury to OWNER, its family, and/or crew, guests, contractors, agents, invitees, and/or employees, whether based on the failure of or alleged insufficiency in the MARINA's firefighting procedures and equipment, first aid, and security provisions to any vessel, persons or property which arise out of the use of the dockage space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, alleged breaches of warranty by the MARINA, or any other alleged torts, and any claim or allegation that the MARINA failed to have other or additional firefighting capabilities, provisions, procedures and equipment, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA. OWNER is entering into this license agreement with full knowledge and acceptance of the limitations on the MARINA's firefighting capabilities, first aid capabilities, security provisions and other such provisions and equipment.

The OWNER, whether corporate or individual, his heirs, successors, personal representatives, next of kin, and assigns, CLEARLY EXPRESSES THE INTENT AND AGREEMENT to indemnify and hold the MARINA and its members, managers officers, principals, directors, agents, employees, and each of them, harmless against any loss, suit, fees, permit fees, fines, damage, clean-up costs, mitigation costs, consultant fees, response actions, inspections or claim imposed or otherwise mandated by any government authority, any court any third party, the OWNER and the vessel based on or related to the OWNER's or the vessel's non-compliance or violations of any local, state or federal environmental statutes, rules, ordinances and regulations which arise out of the use of the dock age space that is the subject of this agreement or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or the negligence of any other party. This indemnification clause applies to losses, suits, damages or claims related to the alleged negligence of the MARINA, but does not apply to losses, suits, damages or claims related to the alleged gross negligence, willful misconduct, or intentional acts of the MARINA. In the event that legal action against the MARINA is initiated based on the OWNER's or the vessel's non-compliance or violations of any local, state or federal environmental statutes, rules, ordinances and regulations which arise out of the use of the dockage and/or storage space that is the subject of this agreement the OWNER CLEARLY EXPRESSES THE INTENT AND AGREEMENT to indemnify and defend the MARINA and agrees to pay to the MARINA all costs of defending the legal action, including reasonable attorney's fees and expert witness costs, should any such legal action be initiated.

I have read the above, understand the terms and conditions, and agree to abide by the rules as set forth.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

#### ***Office Use Only***

1-Day Ramp Fee Date: \_\_\_/\_\_\_/\_\_\_ Amt. \$ \_\_\_\_\_ Recv'd By: \_\_\_\_\_ Other Note: \_\_\_\_\_