

# CEDAR KEY MARINA II, INC. d/b/a CK MARINA

## LICENSE AGREEMENT FOR STORAGE OF BOATS

This License Agreement ("Agreement") is entered into between **Cedar Key Marina II, Inc.** ("Licensor") and the undersigned ("Licensee") for the storage of the Licensee's vessel at Licensor's marina, subject to the terms and conditions below.

### 1. License Grant

Licensor grants Licensee a **personal, revocable license** to occupy designated storage space at Cedar Key Marina II, Inc. for the storage of Licensee's boat described below. This Agreement is a **license only** and does not create a bailment, lease, or any other contractual relationship beyond what is expressly stated herein.

### 2. Licensee Information

Name: \_\_\_\_\_ Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ State: \_\_\_\_\_  
Email: \_\_\_\_\_ Cell: \_\_\_\_\_

### 3. Boat Information

- Make/Model: \_\_\_\_\_ Length: \_\_\_\_\_
- Name of Boat: \_\_\_\_\_ Florida Registration #: \_\_\_\_\_

### 4. License Fees

- License Fee: \$\_\_\_\_\_ per month/year, payable **in advance** at Licensor's office.
- Agreement is **month-to-month**, renewable until terminated by either party with **30 days' written notice**.
- No boat may be permanently removed until all fees and debts are paid in full.
- Returned checks are not considered payment until collected.
- Payments received more than **10 days late** may incur a **10% late fee**.

## 5. Licensor's Lien

Licensor retains the right to **seize and hold Licensee's boat** and maintain a lien for any unpaid fees or debts owed under this Agreement.

## 6. Duties & Responsibilities

### A. Boat Handling

- Upon request, Licensor will move Licensee's boat to and from its storage space.
- The boat remains under the **exclusive control of the Licensee** at all times.

### B. Use of Boat

- Licensee must notify Licensor if the boat will be absent from storage for more than **one day**.
- Storage is the **primary purpose** of this Agreement; a vessel is deemed "withdrawn from navigation" while stored.

### C. Maintenance

- Licensee is solely responsible for all maintenance, interior/exterior condition, and safety of the vessel.
- Licensor has no right or obligation to board or inspect the boat except at Licensee's request.

### D. Fire & Risk Assumption

- Licensee acknowledges that boats stored nearby may contain flammable materials.
- Licensee assumes all risks of fire or damage caused by other boats.
- Licensee shall indemnify Licensor against all claims, including attorney's fees, arising from Licensee's vessel.

### E. Limitation of Liability

- This Agreement is strictly a license.
- Licensee accepts the marina premises "**as-is**."

- Licensor is only liable for **wanton negligence or willful misconduct**.

#### **F. Legal Fees**

- If litigation arises, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **G. Relationship**

- Licensor is not a "warehouseman" under the Florida Uniform Commercial Code.

#### **H. NFPA 303 Compliance**

Prior to storage in multi-level racks (indoor or outdoor), Licensee must:

1. Remove drain plugs.
2. Disconnect batteries.
3. Close all fuel tank valves.

Licensee acknowledges these are **their sole responsibility**.

#### **I. Authorized Operators**

Licensee authorizes the following individuals to use the boat and releases Licensor from liability for damages during such use:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

#### **7. Execution**

This Agreement is executed on the \_\_\_\_ **day of** \_\_\_\_\_, **20**.

**Licensee:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Licensor – Cedar Key Marina II, Inc.:** \_\_\_\_\_

**CEDAR KEY MARINA II, INC.**  
**d/b/a CK Marina**  
**12780 S.R. 24, Cedar Key, FL 32625**  
**Phone: 352-543-6148 | Mailing Address: P.O. Box 744, Cedar Key, FL 32625**

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# Rack Lease Agreement

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## 1. Owner Information

Field	Information
Name	<hr/>
Address	<hr/>
Home Phone	<hr/>
Cell Phone	<hr/>
Email	<hr/>

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## 2. Boat Information

Field	Information
Make	<hr/>
Model	<hr/>
Year	<hr/>

**Length** \_\_\_\_\_

**Horsepower** \_\_\_\_\_

**Engine Make** \_\_\_\_\_

**FL Registration #** \_\_\_\_\_

**Hull ID #** \_\_\_\_\_

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### 3. Trailer Information

Field	Information
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Make	_____
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Model	_____
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Tag #	_____
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### 4. Lease Term

Field	Information
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Start Date	_____
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End Date	_____
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### 5. Additional Notes

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## 6. Terms & Conditions

1. The Lessee is solely responsible for purchasing and maintaining all insurance coverage for their vessel, including bodily injury and property damage.
2. The Lessor, Cedar Key Marina II, Inc. d/b/a CK Marina, is not liable for:
  - Loss or damage caused by acts of God, storms, fire, or similar events.
  - Theft, vandalism, or damages to boats stored outdoors, except damages directly caused by marina employees.
3. Any damages resulting from marina employee negligence will be covered under the marina's insurance.
4. The Lessee and their guests must act responsibly while on marina property, including docks and storage areas. Entry is at their own risk, and the Lessor assumes no liability for Lessee or guest negligence.

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**Owner's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_