



## SLIP LICENSE AGREEMENT

THIS **SLIP LICENSE AGREEMENT** ("License Agreement") entered into \_\_\_\_\_, by and between PELICAN REST MARINA, LP, a company organized under the laws of the State of Texas ("Licensor") and \_\_\_\_\_ ("Licensee").

### RECITALS

- A. Licensor is the operator of those certain marina facilities located at Galveston, Texas (the "Pelican Rest Marina");
- B. Licensee is the owner of the Vessel (as defined in Section 2, below); and
- C. Licensor desires to grant a license for the use of a designated boat slip at the Pelican Rest Marina to Licensee, and Licensee desires to obtain from Licensor a license to use said boat slip for purposes of berthing the Vessel, all subject to the following terms and conditions.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License.** Licensor hereby grants to Licensee a license to occupy and use, subject to the terms and conditions as set forth herein, boat slip# \_\_\_\_\_ as shown and described on Exhibit A, attached hereto (the "Slip") located on that certain portion of the Pelican Rest Marina dock facilities (the "Dock Facilities"). Licensor also grants to Licensee and its agents, representatives, employees and guests (collectively, the "Licensee Parties"), a non-exclusive license to use the public areas of Pelican Rest Marina, subject to the terms and conditions as set forth herein. The parties agree that this License Agreement grants no leasehold interest to Licensee.
2. **Description of Vessel and Individuals Authorized to Access/Operate Vessel.** Licensee agrees that the vessel to be berthed at the Slip will be the vessel identified and described as follows (the "Vessel"):
  - a. Name of legal owner of vessel: \_\_\_\_\_
  - b. Documentation or Registration Number: \_\_\_\_\_
  - c. Country of registration: \_\_\_\_\_
  - d. Name of vessel: \_\_\_\_\_
  - e. Sail or power: \_\_\_\_\_
  - f. Make or builder: \_\_\_\_\_
  - g. Year of Manufacture: \_\_\_\_\_
  - h. Length overall, beam and draft: \_\_\_\_\_

- i. Electrical power requirements: \_\_\_\_\_
- j. Insurance underwriter and policy number: \_\_\_\_\_
- k. Name and telephone number for insurance representative: \_\_\_\_\_
- l. Name and telephone number for captain or other primary contact regarding vessel other than \_\_\_\_\_

Licensee: \_\_\_\_\_

Licensee hereby represents and warrants to Licensor that all of the information set forth in this Section 2 is true and correct as of this date and that Licensee will update this information from time to time as necessary to keep all said information current.

**PERSONS AUTHORIZED TO ACCESS/OPERATE VESSEL**

- a. Name: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Email Address: \_\_\_\_\_
- b. Name: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Email Address: \_\_\_\_\_
- c. Name: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Email Address: \_\_\_\_\_
- d. Name: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Email Address: \_\_\_\_\_
- e. Name: \_\_\_\_\_  
Telephone# \_\_\_\_\_ Email Address: \_\_\_\_\_

- 3. **License Fees.** Licensee shall pay to Licensor for the use of the Slip and the services described herein, an advance monthly license fee (the "License Fee") of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), plus applicable taxes. The first payment shall be due on \_\_\_\_\_. Thereafter, subsequent payments shall be made in advance for each succeeding month promptly on the first day of each month, with or without demand, during the Term of this Licensee Agreement. Payments for portions of a month shall be pro-rated. Licensor reserves the option and right to increase the License Fee upon thirty (30) days written notice to Licensee; provided, however, that if Licensor elects to increase the License Fee, Licensee may, at its option, terminate this License Agreement upon thirty (30) days written notice. As used in this License Agreement, the term "taxes" shall include any and all sales tax, rental use levies, value added taxes and any other fee or charge imposed by Licensor by reason of the laws, rules and regulations of the governing agencies of the State of Texas enacted prior to or during the Term of this License Agreement and applicable to the License Fee, Security Deposit and/or other amount due hereunder.
- 4. **Late Charge.** If Licensee fails to pay any License Fee within (10) days from the date due, Licensee shall pay to Licensor, in addition to all other amounts due, a late charge equal to the lesser of: (i) one and a half percent (1.5%) per month on the unpaid balance or (ii) the maximum amount allowable under applicable law.
- 5. **Security Deposit.** In addition to the License Fee and additional charges agreed to be paid herein, Licensee agrees to pay Licensor the sum of \$ \_\_\_\_\_ as a security deposit ("Security Deposit"). The Security Deposit

shall not accrue interest. Licensor shall return any remaining balance of the Security Deposit to Licensee within thirty (30) calendar days following the termination of this License Agreement.

In the event Licensee is in default of any payment owed to Licensor hereunder, Licensor may, at its sole discretion, elect to apply all or any portion of the Security Deposit to the payment of any amounts owed, including without limitation, any late charges. The application of all or any part of the Security Deposit to any amounts owed by Licensee shall not relieve Licensee's obligations to pay any remaining balance. ALL CHARGES, INCLUDING CHARGES INCURRED FOR DOCKAGE AND NECESSITIES FOR THE VESSEL, INCURRED AFTER THE SECURITY DEPOSIT HAS BEEN FULLY EXHAUSTED, ARE DUE AND PAYABLE UPON DEMAND BY LICENSOR.

At any time after the Security Deposit has been fully or partially used, Licensor reserves the right to require an equal, lesser or greater sum as an additional deposit. Licensee's failure to post such additional deposit shall excuse Licensor from further performance of this License Agreement and Licensor may elect to immediately terminate this License Agreement. The termination of this License Agreement under this section shall not excuse Licensee's obligation to pay all amounts owed hereunder as of the date of such Termination.

6. **Term.** The Initial Term of this License Agreement shall be from \_\_\_\_\_ **through** \_\_\_\_\_. At the conclusion of such Initial Term, this License Agreement shall continue thereafter on the same terms and conditions on a month-to-month basis unless and until terminated as provided herein. The Initial Term together with any month-to-month period thereafter shall collectively be referred to as the "Term".
7. **Use.** Licensee agrees that the Vessel will be used for personal pleasure and recreation only, and that no commercial ventures of any kind will be undertaken from Pelican Rest Marina or the Dock Facilities. Prohibited commercial uses include, but are not limited to, any activity for hire to the public such as, but not limited to, Vessel charters, sports fishing charters, diving charters and cruises for hire. Licensee agrees to dock only the Vessel in the Slip, and Licensee agrees not to substitute another vessel for the Vessel without the prior written consent of Licensor. Licensee will abide by the Dockside Rules and Procedures as may be amended by Licensor from time to time. A current copy of these rules and procedures, incorporated herein by this reference, is attached hereto as Exhibit B. Additional copies are available from the Harbor Master upon request.
8. **Utilities.** Licensee is entitled to use of water and Wi-Fi internet access hookups at Pelican Rest Marina. Upon request, Licensor will also make available to Licensee electric service. In addition to the License Fee, Licensee will pay applicable charges for such electric service. Licensee acknowledges and agrees that the invoiced cost for electric service may, at Licensor's sole discretion, include additional service fees and/or charges. No interruption or malfunction of any such utility services shall constitute an eviction or disturbance of Licensee's use and possession of the Slip or a breach by Licensor of any obligations under this License Agreement, nor shall such interruption or malfunction render Licensor liable for damages or entitle Licensee to be relieved from any obligations hereunder. In the event of such interruption, Licensor shall use reasonable efforts to restore such service in circumstances in which such interruption is caused by Licensor.
9. **Compliance with Laws.** Licensee agrees to comply with the any and all laws, ordinances, orders and regulations of any and all governmental authorities that may pertain or apply to Licensee's use of Pelican Rest Marina. Licensee will not do or permit to be done any act by any of the Licensee Parties within Pelican Rest Marina that might subject Licensor to any liability or responsibility for injury to any person or to any property.
10. **Maintenance: Hazardous Activities.**
  - a. Licensee agrees that the license granted herein is contingent upon Licensee maintaining the appearance of the Vessel in a condition satisfactory to Licensor. In the event Licensor notifies Licensee of any such unsatisfactory condition, Licensee shall have twenty-four (24) hours to cure or remedy such unsatisfactory condition. If Licensee does not cure or remedy the unsatisfactory condition within such twenty-four (24) hour period, Licensor may terminate this License Agreement upon notice to Licensee if Licensor determines, in its sole and absolute discretion that the appearance of the Vessel in the Slip is unsightly or is detrimental to the ambiance of Pelican Rest Marina.

- b. Only ordinary, light maintenance in accordance with the Dockside Rules and Procedures will be permitted on the Vessel at Pelican Rest Marina. Spray painting, sanding, welding and other hazardous activities that might endanger aquatic life or adversely affect water quality are strictly prohibited at Pelican Rest Marina. Licensee must notify Licensor prior to employing third-party commercial labor for repairs to the Vessel, and all such parties must be approved by Licensor before commencing any work along with a Certificate of Insurance evidencing that Pelican Rest Marina has been added as an additional named insured.
- c. Licensee agrees not to deposit any refuse, sewage, debris, or other waste products in the waters in or around the Slip, or the piers, and shall comply with all present and future State, Federal, and other governmental and agency regulations regarding holding tanks and sewage disposal. All garbage and other waste must be deposited in cans or bins supplied for that purpose.
- d. In the event of an environmental emergency, including without limitation a breakdown of bilge pump, hull leak, or bad or broken lines, during the absence of Licensee, Licensor shall have the right, but not the obligation, to make reasonable and necessary repairs, in Licensor's sole discretion, to remedy such environmental emergency at Licensee's risk and expense.
11. **Shifting Vessel in Licensee's Absence.** Licensor reserves the right and Licensee agrees that Licensor shall have the right to remove the Vessel from the Slip, and if necessary, to store the Vessel at other facilities, in Licensee's absence whenever, in the sole discretion of Licensor or the harbor master of Pelican Rest Marina (the "Harbor Master"), such removal is necessary for safety purposes or for maintenance to the Slip and surrounding Dock Facilities. The cost of any such removal and storage shall be paid by the Licensee. Licensee hereby agrees to such shifting of the Vessel without further notice or authorization from Licensee.
12. **Arrangements for Sheltered Anchorage.** Licensee shall make suitable arrangements for safe, sheltered anchorage during hurricanes or other tropical storms. Licensee may not assume that Pelican Rest Marina will be a safe shelter during tropical storms or hurricanes or other emergency. Licensee may be required by Harbor Master to move the Vessel from Pelican Rest Marina or to a different location within Pelican Rest Marina in the case of an approaching storm. Licensor, in its sole discretion, reserves the right to remove or evacuate the Vessel at the Licensee's risk and expense. **UNDERTAKING TO MOVE OR EVACUATE VESSELS SHALL NOT BE DEEMED AN ASSUMPTION OR RESPONSIBILITY FOR THE SAFETY, SECURITY AND CARE OF VESSEL BY LICENSOR, NOR SHALL LICENSOR BE DEEMED A BAILEE OF THE VESSEL.**
- If Licensee plans to be absent during the tropical storm season, Licensee must secure or remove, as appropriate, all loose gear and non-essential exterior items that could blow off or be damaged in a storm event. Licensee, prior to departure, shall designate a responsible firm or individual to care for the Vessel in the case of a storm and furnish Licensor with the name, address, email address, and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of Licensor.
13. **Relocation within Pelican Rest Marina.** From time to time, Licensor may require the relocation of Vessel to a different slip within Pelican Rest Marina upon ten (10) days written notice. If Licensee is unable to relocate the Vessel in the manner or at the time described in the notice, Licensor reserves the right to relocate the Vessel at the Licensee's risk and expense.
14. **Pelican Rest Marina Maintenance.** Licensee agrees to immediately notify the Harbor Master, or Licensor of any conditions requiring repair or of any dangerous conditions at Pelican Rest Marina or at the Slip. Licensee shall not alter the Slip or the Dock Facilities in any manner whatsoever without prior written permission of Licensor.
15. **Mooring.** Licensee will ensure that the Vessel is safely moored with lines adequate for all weather conditions. Neither Licensor nor any of its employees or agents shall be responsible for any damage to the Vessel caused by improper or inadequate mooring, and Licensee hereby waives all claims, damages and causes of action against Licensor arising out of any weather-related incidents.
16. **Live-aboards.** No live-aboards will be permitted in the Marina without the express written permission of the Harbor Master. In the event such permission is given, Licensee shall pay the applicable live-aboard fee. "Live-aboard" is defined as staying aboard a vessel overnight more than three (3) days within any seven (7) day period.

17. **Docks.** Licensee must keep docks clean and free from all debris, oil and trash. No cooking pits or grills of any kind shall be permitted on the docks.

Fish cleaning will only be at the designated fish cleaning station or on the Vessel.

Fishing from the docks is prohibited.

18. **Marina Operations.** Licensor and its designees, shall have sole authority of, and be solely responsible for, the operation of Pelican Rest Marina.

19. **Limitation of Liability.**

a. After reasonable opportunity to inspect the Slip, Licensee is satisfied that the Slip is adequate for safe mooring of the Vessel and Licensee accepts the Slip as suitable for the purposes for which the license herein is granted. Licensee agrees that this License Agreement is not a bailment of Vessel, but is merely a license of berthing space. Licensor assumes no responsibility for tending mooring lines or otherwise supervising or maintaining the Vessel.

b. Licensor is not responsible for any theft of, damage, casualty, loss or injury to the Vessel or to any of Licensee's property checked, kept, left or stored at Pelican Rest Marina or on the Vessel. Use of the Slip and Pelican Rest Marina is at the sole risk of Licensee. Licensee is solely responsible for providing and maintaining insurance for the Vessel and their personal property.

e. **LICENSEE HEREBY WAIVES, RELEASES AND DISCHARGES LICENSOR, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, AGENTS AND EMPLOYEES (THE "LICENSOR PARTIES"), FROM ALL LIABILITY WITH RESPECT TO ANY CLAIM FOR ANY LOSSES, DAMAGES, LIABILITY OR EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED OR SUSTAINED BY LICENSEE OR LICENSEE PARTIES (OR THEIR SUCCESSORS) BECAUSE OF INJURY TO PERSONS OR DAMAGE TO PROPERTY ARISING OUT OF: (I) THE USE OF PELICAN REST MARINA BY LICENSEE OR LICENSEE PARTIES, (II) LICENSOR'S OR LICENSOR PARTIES' RELOCATING, SHIFTING OR MOVING THE VESSEL AS PROVIDED HEREIN, OR (III) ANY PHOTOGRAPH TAKEN OR FILM RECORDED PURSUANT TO SECTION 41 BELOW.**

20. **Assumption of Risk.** Licensee hereby assumes all risk and liability in connection with the use of the Vessel and Licensee's use of Pelican Rest Marina, including without limitation, damage to or loss of vessels, contents, equipment gear and bodily injury, whether or not covered by insurance.

21. **Indemnification.** LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR ASSUMES NO RESPONSIBILITY FOR AND SHALL NOT BE LIABLE FOR THE CARE, PROTECTION AND SECURITY OF THE VESSEL (INCLUDING HER GEAR, EQUIPMENT, APPURTENANCES AND CONTENTS). EXCEPT FOR ANY CLAIMS, ACTIONS OR DEMANDS SOLELY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR MATERIAL BREACH OF THIS LICENSE AGREEMENT BY LICENSOR, LICENSEE FOR ITSELF, ITS HEIRS AND ASSIGNS, HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND THE LICENSOR PARTIES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, SUITS, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING COURT COSTS AND LEGAL FEES) (COLLECTIVELY, THE "CLAIMS") WHICH ARE RELATED IN ANY MANNER TO (I) THE VESSEL, ITS CONTENTS AND EQUIPMENT, DUE TO FIRE, THEFT, COLLISION, RAINSTORMS, FLOODS, WINDSTORM, HURRICANES, ACTS OF GOD, ACTS OR OMISSIONS OF LICENSEE AND LICENSEE PARTIES OF OTHER CAUSE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED UPON THE NEGLIGENCE OR CONDUCT OF ONE OR MORE INDEMNITEES; (II) ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT OF LICENSEE'S OR ANY LICENSEE PARTIES' USE OF THE FACILITIES OF PELICAN REST MARINA, THE SLIP, THE DOCK FACILITIES, THE PRESENCE OF LICENSEE'S VESSEL, CAR OR PERSONAL PROPERTY AT THE MARINA, OR THE MOVING OF THE VESSEL, WHETHER OR NOT SUCH LOSS OR DAMAGE IS TO PROPERTY OWNED OR LICENSED BY AN INDEMNITEE, OR ANOTHER PERSON AND WHETHER OR NOT SUCH LOSS OR DAMAGE IS THE RESULT OF THE NEGLIGENCE OR CONDUCT OF ANY INDEMNITEE; (III) ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT OF THE CONDITION OF THE SLIP, THE DOCK FACILITIES OR THE PELICAN REST MARINA, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED UPON THE NEGLIGENCE OR CONDUCT OF ONE OR MORE INDEMNITEES; AND (IV) ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT LICENSOR'S RELOCATING, SHIFTING OR MOVING THE VESSEL AS PROVIDED HEREIN, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED UPON THE NEGLIGENCE OR CONDUCT OF ONE OR MORE

**INDEMNITEES. LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES, AND LICENSEE, ON BEHALF OF ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS, HEREBY RELEASES LICENSOR AND OTHER INDEMNITEES FROM ANY AND ALL LIABILITY ARISING OUT OF ANY IMPLIED WARRANTY. IN THE EVENT OF ANY DAMAGE OR INJURY TO PELICAN REST MARINA ARISING FROM THE ACTIVE OR PASSIVE ACTS, OMISSIONS OR NEGLIGENCE OF LICENSEE, ALL EXPENSES INCURRED BY LICENSOR TO REPAIR OR RESTORE PELICAN REST MARINA SHALL BE PAID BY LICENSEE UPON DEMAND OF LICENSOR.**

22. **Insurance.** During the Term of this License Agreement, Licensee, at its sole cost and expense, shall maintain, at all times, (i) Hull and Machinery Insurance, including Collision Liability Clause and Voluntary Personal Accident Coverage for Passengers and Crew, with a combined single limit of no less than the actual cash value of the Vessel; and (ii) Protection and Indemnity Insurance (P&I) combined single minimum limit per occurrence of no less than U.S. \$300,000.00 for vessels less than or equal to 40 lineal feet and U.S. \$1,000,000.00 for vessels greater than 40 lineal feet. Such insurance shall also cover third party damages and injuries associated with the Vessel and its operation as well as marine pollution insurance in the amount of one million (\$1,000,000) for sudden and accidental discharge of any fuel, oil and lubricants into the surrounding water along with coverage for any fines, fees or penalties assessed by any governmental or regulatory entity. Prior to occupancy of the Slip, Licensee shall obtain certificates of insurance or other proof of insurance with an insurer, acceptable to Licensor, with a minimum rating Standard & Poor's b+ (or similar rating from AM Best of Moodys) evidencing: (a) the proper type of insurance and amount of coverage (b) that Licensor is an additional named insured, (c) that the coverage shall not be canceled or altered without thirty (30) days prior written notice to Licensor, (d) that performance of Licensee's contractual obligations hereunder is covered, (e) the waiver of subrogation rights against Licensor, and (f) that such coverage is primary and any coverage purchased by Licensor is in excess thereto.

Acceptance of the evidence of insurance is at the discretion of Licensor, and any acceptance of evidence or the fact that any required insurance coverage may not exist shall not release or in any way modify the obligations of Licensee under this License Agreement. All Insurance coverage required herein shall be maintained for the duration of the Term of this License Agreement. In the event that, for any reason, Licensee fails to obtain or maintain any or all of the insurance coverage required above, Licensor shall have the right, but not the obligation, to purchase such coverage on Licensee's behalf, from the insurance company or companies of Licensor's choice, and Licensee agrees to reimburse Licensor in full for the cost of such insurance upon ten (10) days written notice of such purchase to Licensee.

23. **Liens.** To the extent permitted by applicable law, Licensee hereby grants to Licensor a security interest in, and lien upon the Vessel, its contents and equipment to secure amounts owing to Licensor pursuant to the terms hereof.
24. **Casualty.** In the event Pelican Rest Marina, or any portion thereof, is destroyed or damaged by a "Casualty," regardless of whether Licensor is insured against such Casualty, Licensor shall have the sole discretion to determine whether to restore or repair such damage or destruction. In any event, Licensor shall be entitled to keep any and all insurance proceeds resulting from such Casualty. If Licensor elects not to repair or restore such damage or destruction, Licensor shall have the right to terminate this License Agreement, effective immediately. As used herein, "Casualty" means fire, flood, storm or other Act of God, regardless of whether reasonably foreseeable; riot, civil commotion, war or other act of a public enemy; and theft, vandalism or other criminal or tortious act of a third party.
25. **Condemnation.** In the event Pelican Rest Marina, or any portion thereof, is condemned for public use or purpose by any legally constituted authority, Licensor shall be entitled to all compensation to be paid by the condemning authority. If such condemnation materially impairs Licensee's use of Pelican Rest Marina in the sole, but reasonable, opinion of Licensor, this License Agreement shall be terminated upon thirty (30) days written notice from Licensor to Licensee.
26. **Default and Remedies.** Upon the happening of any of the following events:
- Licensee's failure to timely make any payments due hereunder;
  - Licensee's failure to perform or observe any terms, covenants or conditions contained herein;
  - Licensee's failure to observe and abide by the Dockside Rules and Regulations; or
  - Any sale, transfer or assignment of the Licensee's interest under this License Agreement, voluntary or involuntary, by operation of law or otherwise, without the express prior written consent of Licensor, which

consent may be withheld at Licensor's sole discretion; in such event, Licensor may, in addition to all other remedies provided by law:

- (i) immediately terminate this License Agreement;
  - (ii) declare all unpaid License Fees (and any related Late Charges) for the Term immediately due and payable, and take any legal action to recover and collect the same;
  - (iii) Licensor, at its sole discretion and upon five days written notice to Licensee (or without notice in the case of emergency), may elect to perform any of Licensee's affirmative duties and obligations hereunder including, but not limited to, the obtaining of any requisite insurance policies, the costs and expenses of any such performance by Licensor shall be due and payable by Licensee upon receipt of invoice therefore;
  - (iv) Exercise any and all rights and privileges that Licensor may have under the law, including admiralty and equity law; and
  - (iv) Licensor may elect to either (A) remove Vessel and all other personal property of Licensee from Pelican Rest Marina and moor the Vessel and any other vessels of Licensee at buoys in Offatts Bayou outside of Pelican Rest Marina at Licensee's expense; or (B) permit all such vessels to remain in Pelican Rest Marina in a slip or mooring of Licensor's choosing, at Licensee's expense.
27. **Waiver of Default.** Failure of Licensor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Licensor shall have the right to declare any such default any time, unless cured by the Licensee before default is so declared by Licensor, and take such action as might be lawful or authorized hereunder, in law and/or in equity. No waiver by Licensor of a default by Licensee shall be implied, and no express waiver by Licensor shall affect any default other than the default specified in such waiver and then only for the time stated therein.
28. **Survival.** The expiration or termination of this License Agreement and/or the termination of Licensee's right to use of the Slip shall not relieve Licensee from liability under any indemnification provisions of the License Agreement as to matters occurring during the Term or by reason of Licensee occupying the Slip or using Pelican Rest Marina.
29. **Relationship of the Parties.** Licensee shall not have any right of ownership or any ownership whatsoever in or to the Slip, or in or to any other slip or Pelican Rest Marina facilities, by reason of signing this License Agreement or for any other reason whatsoever.
30. **Assignment.** This License Agreement and the rights and duties created hereunder shall not be assignable or delegable by Licensee under any circumstances whatsoever. Any attempt by Licensee to assign this License Agreement shall be void and shall excuse Licensor from further performance hereunder. The acceptance by Licensor of payment of any sums by any purported assignee shall not constitute a waiver a Licensor's rights at law or under this License Agreement. Licensor shall have the right, without Licensee's consent, to assign this License Agreement to any successor to Licensor as owner or operator of Pelican Rest Marina or any lender, as security for a loan with respect to Pelican Rest Marina and/or the Pelican Rest Marina development, and Licensee shall be bound by such assignment.
31. **Subordination.** Licensee agrees that this License Agreement and the rights granted hereunder shall at all times be subject to and subordinate to the lien of any and all mortgages now or hereafter placed by Licensor on any or all of Pelican Rest Marina; and Licensee agrees to execute, acknowledge and deliver from time to time any instrument of subordination required by any mortgagee of Pelican Rest Marina. Upon the transfer of any or all of Licensor's interest in Pelican Rest Marina, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, Licensee agrees to attorn to the transferee without the necessity of executing any additional documents, but further agrees to execute, acknowledge and deliver to such transferee, upon demand, any and all instruments of attornment required by such transferee. Licensee additionally agrees to execute and deliver to such transferee either prior to or simultaneously with such transfer a signed writing, acknowledging the status of this License Agreement.
32. **Estoppels Statements.** Licensee agrees that from time to time, upon not less than twenty (20) days' prior written request by Licensor, Licensee will deliver to Licensor a written statement, on a form provided by Licensor, certifying that (i) this License Agreement is unmodified and in full force and effect (or, if modifications have occurred, stating the modifications and that the License Agreement as modified is in full force and effect); (ii) the dates to which the

License Fee and any other charges have been paid; and (iii) that Licensor is not in default under any provision of this License Agreement, or, if in default, the nature thereof in detail.

- 33. **Complete Agreement.** This License Agreement is the complete expression of the parties' intentions concerning the subject matter of this License Agreement, and supersedes all prior negotiations, agreements, understandings and arrangements, whether written or verbal. No representation, warranty or agreement, whether express or implied, has been made other than as contained in this License Agreement. If any term or condition of this License Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining terms and conditions of this License Agreement shall not be affected and shall continue in full force and effect. The Dockside Rules and Procedures are hereby incorporated by reference; provided, however, in the event of any conflict between this License Agreement and the Dockside Rules and Procedures, the conflicting terms and conditions of this License Agreement shall govern.
- 34. **Modification; Waiver.** Except as expressly provided herein, this License Agreement shall not be amended or modified except by written instrument signed by each of the parties hereto. No waiver of any provision of this License Agreement shall be effective unless in writing and signed by each of the parties hereto. The failure of any party to enforce any right or remedy hereunder shall not be deemed a waiver of such right or remedy for the future in the same or any other situation.
- 35. **Captions.** Captions have been inserted in this License Agreement for reference only and shall not limit or otherwise affect any of its terms and provisions.
- 36. **Counterparts.** This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- 37. **Binding Obligation.** The terms and provisions of this License Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and permitted assigns.
- 38. **Notices.** Except as otherwise provided in this License Agreement, all notices and other communications required or permitted by this License Agreement, shall be in writing and shall be deemed to have been delivered when hand delivered, or when received by facsimile transmission, or three (3) days after being mailed by registered or certified mail, postage prepaid, return receipt requested to the address set forth below for each party. Each party may designate another address or person to whom notices should be sent by a written notice complying with terms of this License Agreement.

If to Licensor: PELICAN REST MARINA  
7819 Broadway  
Galveston, TX 77554

If to Licensee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 39. **Costs of Enforcement.** In the event either party initiates action to enforce their rights hereunder, the substantially prevailing party shall recover from the substantially non-prevailing party its reasonable expenses in connection therewith including court costs and reasonable attorneys' fees and expenses, whether suit be brought or not (collectively referred to as "Expenses"). As used herein, Expenses shall include expenses incurred in any appellate or bankruptcy proceeding. All such Expenses shall bear interest at the highest rate allowable under the law from the date the substantially prevailing party pays such Expenses until the date the substantially non-prevailing party repays such Expenses.
- 40. **Governing Law and Venue.** All issues and questions concerning the construction, validity, enforcement, and interpretation of this License Agreement shall be governed by, and construed in accordance with, the laws of the



State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. In addition, each party, on behalf of itself and its successors and assigns, agrees that the County of Galveston in Texas shall be the exclusive venue (to the extent that subject-matter jurisdiction exists) for all causes of action arising out of this License Agreement.

41. **Consent to Use Photographs/Video.** Licensee hereby grants to Licensor an irrevocable license to: (i) photograph and/or film the Vessel; (ii) crop, treat or otherwise edit such photographs and/or film at Licensor's sole discretion, and (iii) to feature any such photographs or videos in print publications, videos or any other multimedia presentations (including without limitation, on Licensor's website or any other marketing or promotional advertisement) at Licensor's sole discretion, all without compensation to Licensee. Licensee acknowledges that such photographs or film may contain images of Licensee and the Licensee Parties. Licensee agrees that it shall have no right to inspect or approve any such photographs or film prior to Licensor's use. The license granted in this Section 41 shall survive termination of this License Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement of the date first written above.

**LICENSOR:**

PELICAN REST MARINA, LP

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

Title: \_\_\_\_\_

**LICENSEE:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**POWER READINGS:**

Arrival date: \_\_\_\_\_

Departure date: \_\_\_\_\_

**EXHIBIT A**

**SLIP LOCATION AND DESCRIPTION OF PELICAN REST MARINA**

**\*\*\*Slip Includes Dock Box\*\*\***



**EXHIBIT B**

**Dockside Rules and Procedures**

I hereby declare that I received, read and understood the dockside rules and procedures of Pelican Rest Marina.

**LICENSEE:**

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

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