

EXHIBIT B

Pelican Rest Marina

Dockside Rules and Procedures

These Dockside Rules and Procedures are adopted by Pelican Rest Marina, LP (“Licensor”) and are incorporated by reference into the Slip License Agreement (the “License Agreement”) between the undersigned (the “Licensee”) and Licensor. It is Licensor’s desire to provide the ultimate in service, safety and comfort for all Boat Owners and guests while at Pelican Rest Marina (the “Marina”). For this reason, Licensee and its agents, representatives, employees and guests (collectively, the “Licensee Parties”) are required to observe the following standard Dockside Rules and Procedures. Licensor reserves the right to amend these Dockside Rules and Procedures in its sole discretion at any time.

1. Boat slips are to be kept clear at all times. Storage of loose gear is not permitted. Hoses and electrical shore power lines should not cross Boat Slips or piers. No equipment shall be attached to, nor shall any construction or alterations of any kind be performed on, the piers or pilings.
2. Storage at the Marina is at the sole risk and expense of the Licensee. Licensor shall not be liable for any loss, injury, or damage to a Licensee or the Licensee Parties, or for the loss or damage to the property of any such person, resulting from any cause whatsoever, including, but not limited to, vandalism, theft, fire, storm or other casualty or the acts of any other Licensee and the Licensee Parties.
3. Pets are permitted so long as they do not interfere with other licensees or their guests. Pets must be leashed at all times and toileted only in grassed areas with owners immediately cleaning up the waste deposited by their pets.
4. No painting or major repairs to any vessel, including without limitation engine or generator repairs, are allowed within the Marina. At the sole discretion of Licensor, light boat repairs or maintenance at dockside may be performed by Licensee or the Licensee Parties to maintain the vessel in good operating condition. All such work shall be done in a manner as to not damage or pollute the Marina facilities and environs or disturb the peace and tranquility of the Marina. All vessels shall be maintained in a seaworthy condition and shall not constitute a fire hazard. No vessel is to be fueled in any way in its Boat Slip nor may fuel be transferred from one tank to another. The Harbor Master shall decide, at his or her sole discretion, any deviation from the application and enforcement of this paragraph.
5. Licensee may hire a third-party to perform approved repairs or maintenance on the vessel, but such third-party must present a certificate of insurance to the Marina office and must receive prior approval, which may be given or withheld at Licensor’s sole discretion. Such third-parties are not permitted to use the dock carts and must abide by these Dockside Rules and Regulations while on the property of Licensor. The Marina Office will issue day passes to approved service personnel and vendors at the request of any Licensee. No outside service personnel or vendor shall engage in any prohibited commercial activity.

Licensor Initial: _____

6. The Rules of the Road and the navigation laws of the United States shall apply to all vessels in or approaching the Marina. No vessel shall be operated so as to cause a wake in the Marina or the channels approaching.
7. Boat Slips will be assigned by Licensor upon execution of the License Agreement and may not be transferred or exchanged by Licensee without the prior written approval of Licensor, which may be given or withheld at its sole discretion.
8. The finger piers between Boat Slips are for the use of the vessels on each side and the location of a private gangway should be governed accordingly. In no case will a single gangway be allowed to block access to another vessel.
9. Dinghies, tenders, and skiffs shall be stored on board larger vessels and must be kept off piers and grounds, and out of waterways.
10. All children twelve (12) years of age or under are required to wear life jackets while on docks or other areas adjoining the water, and children under ten (10) years of age are not permitted on the docks and finger piers without the immediate presence of their parents or other responsible adults. Conduct of all parties shall be subject to all safety regulations of the State of Texas and the United States as appropriate.
11. Hurricane or storm preparations observed by Licensee shall include, but shall not be limited to, using pre-arranged anchoring devices and schemes necessary to insure the integrity of the floating docks. Licensor shall have the right, at its sole discretion, to close the Marina to all incoming and outgoing vessels in the event of a tropical storm, hurricane watch, or hurricane warning.
12. No Licensee or the Licensee Parties may live aboard the vessel or use the vessel while docked at the Marina, either as a temporary or permanent primary residence without prior written consent of Licensor. For purposes of this rule, a person will be deemed to be living aboard the vessel if he or she stays overnight more than three (3) nights within any seven (7) day period.
13. Nothing may be attached to any dock or piling without the prior written approval of the Harbor Master, which approval may be given or withheld in his or her sole discretion. No carpet shall be affixed to any dock area other than doormat size foot wipers. THE STORAGE OF SUPPLIES, DIESEL, OIL OR GAS CANS, ACCESSORIES, DINGHIES, BICYCLES, GRILLS, DEBRIS OR ANY OTHER MATERIAL ON THE DOCKS, WALKWAYS OR FINGER PIERS IS STRICTLY PROHIBITED. Without the prior written consent of Licensor, no dock boxes are permitted unless furnished by Licensor. Licensee is prohibited from storing any containers containing gas, diesel fuel, oil, any combustibles or any other hazardous or dangerous materials in dock boxes. No Licensee or the Licensee Parties may construct any lockers, chest, cabinets, or similar structures on any dock.
14. Laundry shall not be hung on vessels, docks or finger piers.
15. All fueling shall take place at the Marina Fuel Dock operated by Licensor. No fueling of any kind is permitted, including from boat to boat, on the docks, slips or within the Marina other than at the Marina Fuel Dock. The Marina Fuel Dock shall permit no fuel products of any kind in the Marina except fuel offered for sale.

16. To insure that no oil is spilled from any used filters or empty containers, Vessels must have all oil and lubricant changes done at the Marina Fuel Dock. A disposal facility is available at the Marina Fuel Dock. Every Licensee is required to check with the Marina staff when changing oil for the proper disposal of these petroleum products. Licensor reserves the right to charge reasonable fees for the removal and storage of reclaimed oil products. The Licensee or the Licensee Parties requiring these services shall contact the Marina Fuel Dock or the Marina office to arrange a convenient time to perform such work.
17. No activity will be permitted with the Marina that is detrimental to the safety of any vessel, persons or property within the Marina.
18. The Licensee acknowledges that the Marina is a family-oriented environment and as such, the Licensee on behalf of himself, his captain, crew and guests, agrees that all such persons shall conduct themselves in a manner that will enhance the operation, prestige and reputation of the Marina. Intoxication, immoral conduct, belligerent, threatening or abusive behavior within the common areas of the Marina is strictly prohibited. All members of Marina staff, including security officers shall be treated with respect and their authority and directions shall be followed and not challenged.
19. The Licensee and crew of every Vessel will be responsible for the safe speed and handling of their vessel operating near the entry to or within the Marina. A safe speed is the minimum speed that a vessel shall operate and safely navigate under prevailing weather conditions. The Marina maintains a "no wake zone" at all times. Vessels operating outside of these parameters will be challenged and required to comply with the Marina Dockside Rules and Regulations.
20. Dock carts must be returned to the head of the dock after each use. This is a courtesy to all other users of the Marina. Only Marina Staff, the Licensee and the Licensee Parties are allowed to use dock carts. All dock carts shall be used for transport of personal property and shall never be used for the transport of any engine, generator or other parts not in original containers, or for the transport of any combustible materials including fuel and oil products.
21. The overboard discharge of the Vessel's bilge, any refuse or waste matter, petroleum or petroleum waste, oil spills, flammable or non-biodegradable materials, paint, varnish and other foreign matter, including dead fish or bait, and the cleaning, filleting or discharge of fish or shellfish within the Marina is strictly prohibited and in violation of these Dockside Rules and Regulations, and at the sole discretion of Licensor, may constitute a material breach of the License Agreement. Any such prohibited activity shall be immediately reported to the Marina Office and violators will be reported to the appropriate authorities for prosecution.
22. NO OPEN FIRES WILL BE ALLOWED IN THE MARINA. This includes any grill or bar-b-queue on any dock, finger pier or vessel. A bar-b-queue is provided in the common area of the Marina facilities for users of the Marina.
23. A comprehensive emergency response plan, which has been reviewed and approved by Licensor, is available for review by Licensee in the Marina office. All Licensees and other users are encouraged to file an emergency response plan for their vessel with the Marina Office.

24. It is the responsibility of each Licensee and the Vessel's crew members' to report any unsafe condition or environmental contamination to the Marina office or Harbor Master as soon as possible to prevent risk of further damage or loss.

25. Oversized vehicles, such as buses, trucks and trailers, including trailers for vessels or boats, other than pickup trucks, may not be parked at the Marina without the prior written approval of the Harbor Master.

I, the undersigned, hereby declare that I have received, read and understood these Dockside Rules and Procedures of Pelican Rest Marina. I agree that I will at all times comply with these Dockside Rules and Procedures and will ensure that all of my agents, representatives, employees and guests.

LICENSEE:

Signature: _____

Printed Name: _____

Licensee Initial: _____