

TRANSIENT SLIP LICENSE AGREEMENT

THIS **SLIP LICENSE AGREEMENT** ("License Agreement") entered into this ____ of ____ of 20__, by and between PELICAN REST MARINA, LP, a company organized under the laws of the State of Texas ("Licensor") and the undersigned ("Licensee").

Licensor is the operator of those certain marina facilities located at Galveston, Texas (the "Pelican Rest Marina"). Licensee is the owner of the vessel (as described on the attached Exhibit "A", the "Vessel"). Licensor desires to grant a license for the short-term 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.

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 B, 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. **License Fees/Term.** The Initial Term of this License Agreement shall be from _____, 20__ through _____, 20__. Upon execution of this License Agreement, Licensee shall pay to Licensor an advance, nightly license fee (the "License Fee") of _____ Dollars (\$_____), plus applicable taxes, for the use of the Slip and the services described herein each night during the Initial Term. Such License Fee includes the use of water, electric and Wi-Fi internet access hookups at Pelican Rest Marina; however, 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.
3. **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. 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 C.
4. **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.
5. **Maintenance: Hazardous Activities.** Only ordinary, light maintenance in accordance with the Dockside Rules and Procedures will be permitted on the Vessel at Pelican Rest Marina. 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.
6. **Arrangements for Sheltered Anchorage.** Licensee may not assume that Pelican Rest Marina will be a safe shelter during tropical storms or hurricanes or other emergency and Licensee shall make suitable arrangements for safe, sheltered anchorage during hurricanes or other tropical storms. 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.
7. **Docks.** Licensee shall not alter the Slip or the Dock Facilities in any manner whatsoever without prior written permission of Licensor. 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.

8. **Assumption of Risk/Limitation of Liability.** 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.
- 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.
- a. **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 THE USE OF PELICAN REST MARINA BY LICENSEE OR LICENSEE PARTIES.**
9. **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; AND (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; 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.
10. **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 or 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.

11. **Default and Remedies.** Licensor may, at its sole discretion, terminate this License Agreement immediately upon any of the following events: (a) Licensee's failure to timely make any payments due hereunder; or (b) Licensee's failure to perform or observe any terms, covenants or conditions contained herein or the Dockside Rules and Regulations.
12. **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. 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.
13. **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.
14. **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.
15. **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. 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.
16. **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.
17. **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.
18. **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 18 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

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 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.

LICENSEE:

Signature: _____

Printed Name: _____

EXHIBIT B

SLIP LOCATION AND DESCRIPTION OF PELICAN REST MARINA

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

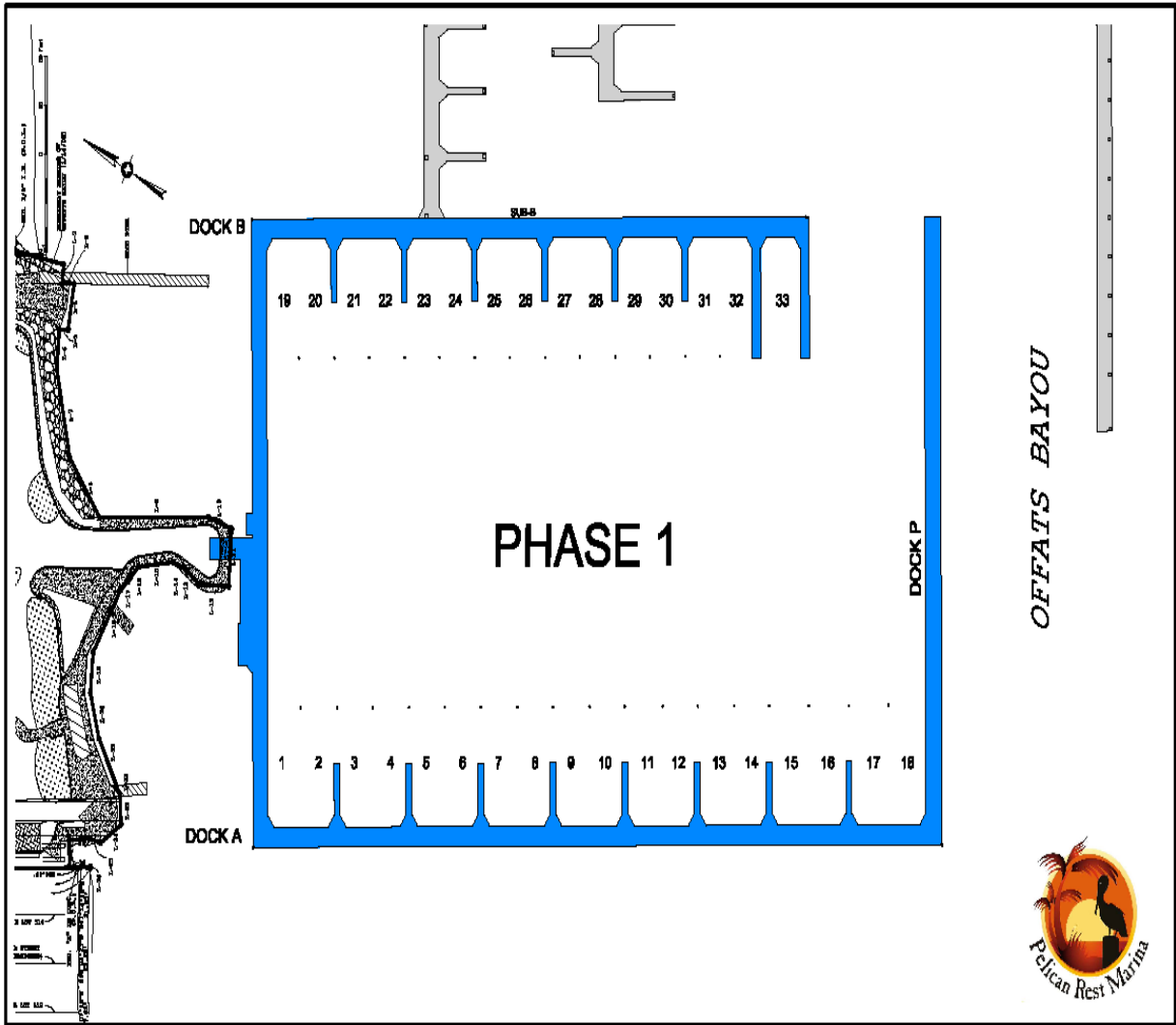


EXHIBIT C

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.
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.

Licensee’s Initials _____

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

Licensee's Initials _____

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's Initials _____