

Addendum to the 2016 Pelicans Perch Marina Hurricane Club Agreement

In addition to the terms and conditions contained in the 2016 Pelicans Perch Marina Hurricane Club Agreement (the "Agreement"), the following terms and conditions shall apply and become part of the Agreement for all purposes:

1. Pelicans Perch Marina (the "Marina") will only provide owner with a storage space, blocking and jack stands for the vessel. The Marina will not provide any other hooks, anchors, tie downs, lines, rigging and/or any other equipment necessary to secure the vessel to the ground or to protect the vessel from any hurricane, storm surge or other weather conditions, all of which are owner's responsibility.
2. It is expressly agreed that the Marina is not responsible for the safety or security of the vessel during any hurricane or storm and that the owner is solely responsible for securing or protecting the vessel during any hurricane or storm. The owner not the Marina will be solely responsible for making sure that the vessel is properly secured to withstand or survive any hurricane or storm. The Marina will only provide hurricane haul-out services and storage space to the owner and the vessel that are the subject of this Agreement based upon inspection of the vessel and the representations of the owner. The Marina reserves the right to refuse to haul out or remove from the water and store any vessel for any reason. The Marina has the sole discretion to determine whether or not to haul or remove the vessel from the water and to store the vessel on land at the Marina's facility.
3. It is the strict obligation of the owner to contact the Marina for haul-out scheduling once events dictate, as outlined in this Agreement and rules and regulations established by the Marina. It is also the strict obligation of the owner to promptly arrive at the Marina with the vessel when scheduled. The Marina shall have no responsibility for a haul-out and shall have no liability whatsoever in the event that the owner fails to fulfill the owner's obligations under this paragraph. **TIME IS OF THE ESSENCE.**
4. The owner recognizes the right of the Marina to unilaterally establish rules and regulations for the use of the Marina facility (including hurricane procedure). The owner agrees to comply with all such rules and regulations
5. It is the obligation of the Hurricane Club Member to:
 - a. Adhere to all terms, conditions, rules, regulations of the Marina and the Agreement.
 - b. Be responsible for providing accurate contact information and keeping it updated at all times, including the contact information on the person responsible for delivering the vessel for haul-out.
 - c. Secure or remove all rigging, equipment, and accessories on the vessel or agree to allow the Marina staff to do the same for the stated fee.
 - d. Provide owner's own ground anchoring system provided it does not interfere with the operations of the Marina, haul-out/storage operations, or the storage of any other vessel.
 - e. As electrical service is not provided as part of this agreement, owners should empty refrigerators, freezers, etc of all perishables.
 - f. Arrange for vessel pickup according to the re-launch schedule.

6. Haul-outs are not guaranteed. Some events that may prevent haul-out are, but are not limited to:

- a. Equipment failure of the lift;
- b. Injury to critical personnel operating the lift;
- c. Reduced preparation time due to the arrival of a fast moving storm;
- d. Failure of a tenant or other person to perform their responsibilities to make storage space available; and
- e. Failure of the Member/owner to provide needed information regarding the vessel.

7. The owner accepts the haul-out space “as is” at the sole risk of the owner, and with full understanding the Marina storage is subject to hazards from weather, fire, explosions, storms, wave and wind action, theft, and acts of God. It is agreed that Marina is not responsible for losses and damages to the vessel from such hazards and nor from outside labor, or the work of Independent contractors, even if the said losses and damages were caused by negligence of the Marina, owners of the Marina, Marina Management of employees or any agent of Marina.

8. The Marina’s obligation to provide haul-out services under the Agreement is strictly conditioned upon owner providing marina with proof of adequate insurance for liability and pollution coverage including but not limited to coverage for fuel spillage and fuel tank ruptures.

9. All other terms and provisions of the Agreement not hereby amended or modified shall remain in full force and effect. In the event of an explicit conflict between the terms and conditions of the addendum and the terms and conditions of the main body of the Agreement, the terms and conditions for the addendum shall govern.

AGREED TO:

Vessel Owner - Please Print Date

Signature

Address City State Zip Code

Vessel Name Make Length

Please list all emergency contact information:

Phone Number E-Mail address

Marina Representative Date