

TERMS FOR SALES OR BROKERAGE OF BOATS, TRAILERS OR PROPERTY

Marina Terms for Selling or Brokering Boats, Trailers or other items through Jayhawk Marina, Inc. The Seller is identified as Owner and Jayhawk Marina, Inc. is identified as Marina.

Marina agrees to attempt to sell Owners property as mutually agreed upon. Owner recognizes that outdoor spaces are partially fenced and that the Marina does not provide security guard services. The Marina will provide periodic visual surveillance of the vessel exterior and trailer, but does not inspect decks, scuppers, cabins, hull interiors or covers for soundness, water leaks or the damages from any cause including weather, theft and vandalism.

Owner agrees to have his/her vessel insured by liability insurance and to be held responsible for damage caused to other vessels in Marina or to the structures thereof or appurtenant, or to Marina property. Marina highly recommends Owner obtain insurance to cover, without limitation, any negligence, vandalism, theft, fire, high/low water, wind, collision, ice, rain or any other act of God causing Owners vessel to damage any Marina property. Marina assumes no responsibility for the safety of any vessel docked at the Marina and will not be liable for fire, theft, or damage to said vessel, its equipment or any property in or on said vessel, however arising. Owner acknowledges that he/she has been advised that the Marina makes no representation or warranty, offers Owner or Owner's vessel a safe berth, or that Marina offers the safest available refuge. Owner and his/her vessel are fully responsible for all of the consequences of the vessel's continuing presence in the Marina as set forth. Owner agrees to hold Marina harmless and indemnify Marina in the event claims for damage to other persons or property, or to Marina property, arise from the presence of Owner's vessel in Marina. Owner authorizes Marina to remove his/her vessel from Marina property, at Owner's expense, if Owner fails to remove said vessel after receiving notice from Marina that the vessel is imperiled or represents a threat to damage to Marina property or to property of another Tenant.

The Owner fully agrees to release and discharge Marina from any and all responsibility or liability for injury including death, loss, or damage to persons or property in connection with Marina. This release and discharge shall cover without limitation any loss or damage resulting from Marina employees, parking, and/or hauling of vessel, vandalism, theft, fire, high/low water, wind, collision, ice, rain or any other act of God.

The Owner shall indemnify and hold harmless the Marina and its agents, employees, officers and directors from and against all claims, damages, losses and expense, including attorney's fees, arising out of any agreement, verbal or written - to sell or broker Owner's property provided it is caused in whole or in part by any negligent act of omission on the part of the Owner or anyone the Owner is responsible for, regardless of whether or not it is caused in part by the Marina, or any act of God. Owner agrees to waive the right of subrogation by Owner's insurance company and carrier against possible claims against Marina. The Marina is not responsible to the Owner for any loss caused in whole or in part by changing water levels, flood, ice, fire, wind, vandalism, acts of God or any other occurrences, whether the loss occurs to the vessel, property or the Owner's personal property. The Owner is responsible for carrying his own insurance to cover such causes of loss and causes of loss or damage to Marina property from Owners vessel or property due to any act of God.

DATE_____

OWNER NAME_____SIGNATURE_____

MARINA REPRESENTATIVE_____