

ACCESS AGREEMENT

THIS AGREEMENT sets forth certain of the terms and conditions under which marina makes available the key(s) designated below giving the boat **OWNERS (S)** named below access to portions of **MARINA'S** premises.

- 1. The key shall at all times remain the property of Marina. Owners shall have no title therein. Owner's use thereof if by revocable license only.
- 2. Marina shall have the right at any time, with or without cause and in its sole determination, to terminate this agreement and such termination shall be without fault of liability, foreseeable or unforeseeable, to anyone. "Cause" shall be the unauthorized use of any key or breach directly or indirectly by Owner of another agreement (including Marina's rules and regulations) between Marina Owner.
- 3. Owners shall be responsible for the use of all keys assigned to him under this agreement. If keys are used by an unauthorized person, the Marina reserves the right without prior notice and without fault or liability for any loss, whether foreseeable or not, to take back the keys.
- 4. Owner shall have responsibility for all keys assigned to him whether or not he has delivered keys to third parties.
- 5. Owner shall not give a key to, or permit any third person not a member of Owner's immediate family to use a key except when Owner is in the immediate area. Members of Owner's immediate family having or using a key shall be subject to this agreement as if a signatory. Owner shall not reproduce any key or permit any third person to do so. Any lost or misplaced key shall be immediately reported to Marina.
- 6. Owner shall not assign the agreement of any interest therein and no such attempted assignment shall be effective without Marina's consent.
- 7. Marina reserves the right to make keys available to certain of its invitees and vendors. All such persons who are a party to this agreement shall observe the terms in use and return of the keys.

Owner:

Slip:

SIGNATURE: _____

DATE: _____