



Kennedy Point Marina

## **LIVEBOARD LICENSE TERMS & CONDITIONS**

as of 10/01/2025

These Liveboard License Terms & Conditions (“Terms”) apply to Licensees under both the legacy Slip & Storage Agreement and the current Slip License Agreement. For Licensees under the legacy agreement, these Terms are enforceable because the agreement incorporates the Marina Rules & Regulations, which reference and adopt these Terms. For Licensees under the current agreement, these Terms are enforceable as the Liveboard License Terms & Conditions expressly referenced in the contract. In all cases, Liveboard status is a conditional license granted at the sole discretion of the Marina and subject to immediate revocation for non-compliance.

### **1. Definition of Liveboard Status**

Liveboard status is defined as a limited license that permits a Licensee to occupy their vessel within the Marina for extended personal use beyond ordinary recreational stays. It is a classification of use only and does not create any tenancy, residency, or property interest, nor does it establish a landlord–tenant relationship. The purpose of this designation is to regulate occupancy, safety, and resource usage within the Marina. Liveboard status exists solely at the discretion of the Marina and remains subject to these Terms and Conditions at all times.

### **2. Criteria for Determination**

A Licensee will be deemed to hold liveboard status if they occupy their vessel within the Marina for more than eight (8) calendar nights in any month. Liveboard status may also be established if the vessel receives first-class mail at the Marina, including voter registration or other official correspondence, or if the Marina Manager reasonably determines that the vessel is being used as a primary address. These criteria apply automatically, regardless of whether the Licensee has formally applied, and once met, the Licensee is bound by these Terms and Conditions.

### **3. Compliance & Authorization**

Liveboard status is a conditional privilege that may be granted, denied, or revoked at the sole discretion of the Marina. Authorization requires submission of the prescribed liveboard form and written confirmation from the Marina Manager, unless status is deemed under Section 2, in which case these Terms and Conditions apply automatically. Licensees with liveboard status must comply with all Marina rules, regulations, and requirements without exception. Revocation of liveboard status may constitute a material breach of the Slip License Agreement. It may result in its immediate termination, requiring the Licensee to vacate the premises and remove their vessel from the Marina.

### **4. Duty to Report**

Licensees are required to promptly disclose any liveboard use or changes to the number of persons residing aboard their vessel. Failure to report such use will result in the Marina establishing the date liveboard status commenced and retroactively assessing all applicable fees. In addition, the Marina may issue a notice requiring the Licensee to either cease residing aboard the vessel or complete the necessary liveboard authorization forms. Continued noncompliance may be treated as a material breach of the Slip License Agreement, subjecting the Licensee to

termination, revocation of privileges, and removal of the vessel from the Marina.

### **5. Commitment and Billing**

Liveboard status carries a continuous financial obligation for the duration it remains in effect. The Licensee is responsible for paying the liveboard fee as set forth in the Marina’s \*\*published Rate Sheet\*\*, as amended from time to time, which is deemed incorporated into these Terms by reference. The Rate Sheet is subject to change, and Licensees will receive applicable notice in accordance with their Slip License or Storage Agreement. Posted rates may vary based on slip availability, vessel dimensions, or management discretion. Fees are due without proration or refund for temporary absences or early departure. Discontinuing liveboard status requires a minimum of sixty (60) days’ prior written notice delivered to the Marina office, via its prescribed online form, or by email to [dockmaster@kennedypointmarina.com](mailto:dockmaster@kennedypointmarina.com). Fees remain due through the end of the notice period. Reductions in the number of liveboard occupants are treated the same as discontinuing status and are also subject to the sixty (60) day requirement. Unless liveboard status is terminated along with the Slip License Agreement, the sixty (60) day requirement will apply in all cases. Nonpayment of liveboard fees constitutes a material breach of the Slip License Agreement and may result in termination of the License and removal of the vessel.

### **6. Temporary Liveboard Status**

The Marina may, at its sole discretion, authorize temporary liveboard status in exceptional circumstances. Temporary status is not a right and will only be granted when the Marina Manager determines there is a legitimate short-term need, such as repairs, relocation delays, or other extraordinary conditions. Temporary liveboard status must be documented in writing and will specify its duration, applicable fees, and any additional conditions imposed by the Marina. The Marina reserves the right to deny, modify, or revoke temporary status at any time, and once revoked, the Licensee must immediately cease residing aboard or provide proper notice under Section 5.

### **7. Enforcement and Sanctions**

Liveboard status is a conditional privilege and may be revoked at any time for violations of these Terms and Conditions, the Rules and Regulations, or the Slip License Agreement. Revocation constitutes a material breach of the Slip License Agreement and may result in its immediate termination. If terminated, the Licensee and all associated persons may be trespassed from the Marina property, and the Licensee will only be permitted re-entry for the purpose of removing their vessel under its own power or by tow. Any attempt to remain aboard or reoccupy without authorization may be treated as unlawful trespass, conversion, or other applicable violations, and the Marina reserves the right to pursue all remedies available at law and in admiralty.

### **8. Liability, Indemnity, Defense & Waiver**

#### **8.A Limitation of Liability**

Except to the extent caused by the Marina’s willful misconduct or gross negligence, the Marina shall have no liability for any loss, damage, theft, personal injury, or death arising out of liveboard occupancy, use of Marina facilities, or acts or omissions of other Licensees, guests, or third parties. The Marina does not assert ownership or control over any vessel except through lawful remedies such as maritime liens or judicial enforcement for unpaid charges. Claims of theft, conversion, wrongful eviction, or unlawful detainer are expressly without merit because Licensees retain the right to remove their vessels at any time, provided all outstanding charges are paid in full. Licensees further waive claims for incidental, consequential, punitive, special, or exemplary damages (including lost profits and emotional distress), regardless of the legal theory asserted.

## **8.B Indemnity, Defense & Hold Harmless**

Licensees (and their guests, occupants, and permitted contractors) shall indemnify, defend, and hold harmless the Marina, its owners, affiliates, managers, employees, agents, and insurers from and against any and all claims, liabilities, losses, damages, fines, penalties, costs, and expenses (including attorneys' fees and expert costs) arising out of or related to liveaboard occupancy, negligence, breach of these Terms, environmental discharge from the Licensee's vessel, or acts/omissions of occupants or permitted contractors. The Marina may, at its sole option, control the defense and settlement of any claim for which indemnity is sought, and the Licensee shall cooperate fully in such defense.

## **8.C Waiver, Covenant Not to Sue & Effect of Revocation**

If the Marina determines that a Liveaboard License is required under the Slip License Agreement and the Licensee does not hold one, the Licensee will be provided written notice and a limited period to either request a Liveaboard License or cease overnight occupancy. Failure to request a Liveaboard License or cease occupancy within that period constitutes acceptance of these Liveaboard Terms and Conditions as a condition of remaining at the Marina.

By accepting, or by being deemed to have accepted, liveaboard status in this manner, the Licensee and all associated persons waive, release, and covenant not to sue the Marina for any claims within the scope of Sections 8.A and 8.B, except for claims based solely on the Marina's willful misconduct or gross negligence. This waiver extends to all representative or derivative claims, including class actions, collective actions, or private attorney general suits.

If liveaboard status is revoked, the Licensee and all occupants must immediately cease residing aboard and vacate the Marina. Continued occupancy after revocation constitutes trespass and a material breach of the Slip License Agreement. In such case, the Marina may deny access to the property except for supervised removal of the vessel, whether under its own power or by tow, and may pursue all remedies available at law, in equity, or in admiralty.

## **8.D Attorneys' Fees, Costs & Remedies**

If any action is brought to enforce these Terms, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert fees, court costs, and all other litigation expenses. Remedies provided in these Terms are cumulative and in addition to all rights and remedies available at law, in equity, or in admiralty, including assertion of maritime liens, in rem proceedings, vessel arrest, and self-help remedies where authorized by law. The issuance of any injunction, trespass enforcement, or vessel removal shall not preclude recovery of all fees, costs, and damages permitted under these Terms.

## **8.E Insurance & Proof; Condition Precedent**

Maintaining the insurance coverages required by the Slip License Agreement and Marina Rules is a condition precedent to liveaboard authorization and continued occupancy. The Marina may require immediate proof of current insurance, require that the Marina be named as an additional insured, and revoke liveaboard status until compliant coverage and endorsements are provided. Failure to provide or maintain required insurance is a material breach and entitles the Marina to terminate the Slip License Agreement under its enforcement provisions, revoke liveaboard privileges, and pursue remedies for unpaid fees and damages.

## **9. Special Cases and Management Discretion**

The Marina may, in its sole discretion, make limited exceptions to these Liveaboard Terms for special cases, including but not limited to Active Duty military personnel,

medical hardship, or other extraordinary circumstances. Any exception must be documented in writing, signed by Marina Management, and may include modified requirements regarding notice, duration of occupancy, or fees. Exceptions granted in one case do not create a precedent or entitlement for any other Licensee. The Marina reserves the right to modify or revoke any exception at any time if it determines that continuation is inconsistent with safety, fairness, or the orderly operation of the facility.

## **10. Privacy and Compliance with Laws**

The Marina will manage all personal information collected in connection with liveaboard status in accordance with applicable privacy laws and solely for operational purposes related to administering these Terms. The Marina does not sell or disclose Licensee information to third parties, except as required by law or lawful order of government authorities.

Licensees are required to comply with all applicable local, state, and federal laws while residing aboard their vessels. Violations of such laws, including but not limited to health, safety, environmental, or criminal statutes, may result in immediate revocation of liveaboard status and termination of the Slip License Agreement. The Marina reserves the right to amend these Terms as necessary to ensure ongoing compliance with governing law.

## **11. Severability**

If any provision of these Liveaboard Terms and Conditions is found by a court or authority of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced, to the extent possible, with a valid and enforceable term that most closely reflects the original intent of the Marina and Licensee. No finding of invalidity or unenforceability shall affect the enforceability of the Slip License Agreement as a whole.

## **12. Amendments & Notices**

The Marina reserves the right to amend these Liveaboard Terms and Conditions at any time. Any amendments will be communicated to Licensees via the last known email address on file and will be posted in the Marina office or other common areas. Continued occupancy after the effective date of an amendment constitutes acceptance of the revised terms. It is the responsibility of each Licensee to ensure the Marina has current contact information, including a valid email address. Notices to the Marina under these Terms must be delivered in person to the Marina office, submitted via the prescribed online form, or emailed to [dockmaster@kennedypointmarina.com](mailto:dockmaster@kennedypointmarina.com).

## **13. Governing Law & Venue**

These Liveaboard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Florida, including applicable federal maritime law. Venue for any action, claim, or proceeding arising under or related to these Terms shall lie exclusively in the courts of Brevard County, Florida, or, where applicable, the United States District Court for the Middle District of Florida, Orlando Division. The parties expressly waive any objection to venue or forum on the grounds of inconvenience.

## **14. Entire Agreement & No Waiver**

These Liveaboard Terms and Conditions, together with the Slip License Agreement and Marina Rules and Regulations, constitute the entire agreement governing liveaboard occupancy. No oral representations or prior understandings shall alter or amend these obligations. Failure of the Marina to enforce any provision of these Terms on one or more occasions shall not constitute a waiver of its right to enforce such provision thereafter. No waiver, amendment, or modification shall be valid unless in writing and signed by Marina Management.