

## ADMINISTRATIVE LISTING FEE AGREEMENT

The undersigned Owner ("Owner") of the Cocoplum Yacht Club slip Dock \_\_\_\_\_ has requested Cocoplum Yacht Club, Inc. ("CYC") to list Owner's slip \_\_\_\_\_ ("Slip") for [ ] sale or [ ] rent in the amount of \$\_\_\_\_\_ on the listing information website maintained by CYC. In exchange for such listing, Owner agrees to pay CYC \$250 for each rental listing of the Slip or \$500 for the listing of such Slip for sale. In the event Owner fails to timely pay CYC the above fees, then CYC is entitled, without notice to Owner, to remove such listing at any time. After the sale or renting of such Slip, CYC will remove such listing from the CYC listing website and other records. Owner acknowledges that the only service provided by CYC to Owner hereunder is to solely list such Slip as for sale or rent, as directed by Owner in writing to CYC, and that CYC provides no other service whatsoever to Owner, including but not limited to, negotiating the rental or sale of such Slip, or verifying or otherwise being responsible for the accuracy of any information that CYC may show on its website concerning such Slip. Owner shall be responsible for providing all information in writing to CYC concerning such Slip which is to be used on the website listing.

Owner, jointly and severally, agree to, and do hereby, release, discharge, indemnify and hold harmless CYC, and its past and present agents, servants, employees, parents, predecessors, related companies, successors, assigns, principals, insurers, representatives, officers, directors, stockholders, members, managers, attorneys and affiliates, and each of them, (collectively and separately, as the context or content may permit or require, herein referred to as "Releasees"), of and from and against, and agrees and covenants not to sue or assert against, Releasees (i) any and all damage, loss, claim, liability, expense, deficiency or cost exposed to or incurred or suffered by the Releasees in connection with, as a result of, related to or arising out of any past, present or future work or services performed by, or negligence or gross negligence of or committed by, the Releasees concerning, relating to or arising out of the Slip and/or the rental, sale or listing of such Slip hereunder, (ii) any and all claims, debts, liabilities, obligations, costs, expenses, damages, defenses, demands, rights, loss of service, compensation, suits, actions and causes of action of any kind or nature, whether known or unknown, or foreseen or unforeseen, and whether the same be upon statute, contract or tort or any other form of action and damages whatsoever, at law or in equity, which Owner, or any or each of them, ever had, now has, or may, can, or might, either now or in the future, have against said Releasees, or any of them, in consequence of, based on, arising out of, or in connection with, directly or indirectly, any matter or thing done or omitted or subject to be done by any of them whatsoever, from the beginning of the world to the day of these presents, and (iii) any and all actions, suits, proceedings, demands, assessments, Judgments, costs, costs of collection and legal fees and other expenses incident to any of the foregoing.

IN WITNESS WHEREOF, the parties hereto have executed this Administrative Listing Fee Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

"OWNER OF UNIT \_\_\_\_, \_\_\_\_\_ DOCK"

COCOPLUM YACHT CLUB, INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, individually  
[Individual(s) Signature]

\_\_\_\_\_, its \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, its \_\_\_\_\_  
[Entity Signature]

OWNER'S CONTACT PERSON:

\_\_\_\_\_  
(Print Name and Telephone No.)