

# REFUND POLICY

LANDLORD shall not be responsible or liable for interference with or delays in hauling, launching, winter lay-up, commissioning or marina usage which result, in whole or in part, any matters or circumstances beyond LANDLORD'S control, including, without limitation, river/bay water levels, inclement weather, flood, fire, drought, sandbar formation, natural or man-made disasters, or any act or failure to act of the US Corp of Engineers. Under any such circumstance, there shall be NO refunds of slip rental payments or deposits.

Except as provided above, LANDLORD will consider requests for refunds, on a case by case basis, under the following guidelines. Whether or not a request for a full or partial refund will be granted shall be at LANDLORDS'S case by case consideration of the facts and circumstances. There is no guaranty that a refund will be issued

1. Refunds on slips will only be made available if the marinas are full and your slip can be re-leased by marina management.
2. No refunds will be issued until Feb. 1<sup>st</sup>.
3. Refunds starting Feb 1<sup>st</sup> through March 31<sup>st</sup> will be subject to a \$200.00 re-leasing fee.
4. Refunds after March 31<sup>st</sup> and only thru July 1<sup>st</sup> will be subject to a \$500.00 re-leasing fee.
5. After July 1<sup>st</sup> no refunds of any kind will be given.
6. Jet ski slips will be refunded with a \$300.00 re-lease fee upon re-leasing by marina management. No refunds will be issued until Feb 1<sup>st</sup> and again only thru July 1<sup>st</sup>.
7. There will be no refunds issued on ramp passes or trailer storage fee's.
8. The refund policy is the same at all three marina's (Marina Bay, Ricker's, and Southport) and is the same for all sizes of slips, regardless of the watercraft length or the rental rate.