## Attachment 2



## Notice to Licensee/Vessel Owner Severe Weather/Emergency/Disaster

Effective May 1, 2024

Licensee is solely responsible for making suitable arrangements for safe sheltered anchorage during severe weather, emergency, or disaster, including but not limited to wind, rain, snow, fire or other calamity and Licensee warrants such arrangements have been or will be made. Licensee may not assume that Marina premises will be safe, sheltered anchorage during such period, and Licensor makes no such representations or warranties. In the event of impending severe weather, emergency or disaster, Licensee acknowledges and agrees that if Licensee fails to remove the Vessel from Marina premises within 8 hours after the issuance of a storm, fire, or tornado watch for the county or area in which Marina premise are located, or in the event of any other emergency or disaster as determined by Licensor, Licensor's employees or agents are authorized, but not obligated, to remove the Vessel from its moorage and/or take any and all other actions deemed appropriate by Licensor or its employees or agents, in their sole discretion, in order to better secure the Vessel and to protect Marina property, private property, other vessels, and the environment. In no event shall Licensor be liable for any loss or claim in the event it does not remove the Vessel or take other action to protect or secure the Vessel. Licensee is further notified that Licensee will be solely responsible for any resulting damage to the Vessel and may be charged a reasonable fee for any action taken by Licensor to remove and/or protect the Vessel. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR SAFETY, SECURITY AND CARE OF THE VESSEL BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. Licensee agrees to reimburse Licensor for any and all costs it incurs at Licensees behalf in emergency situations.