

Terms of Agreement

1. All efforts will be made to assign dock space and storage space desired by tenant, but assignments are not guaranteed.
2. It is agreed between both parties that the tenant shall not assign, transfer or permit the use of assigned space to any other party without written consent of the landlord.
3. Tenant agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the tenant will keep dock clear of gear, tackle and all other obstructions, and further agrees to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin.
4. Any infraction of the rules and regulations contained herein or as posted in the office of the landlord shall, at the option of the landlord, cancel this lease agreement upon ten days notice and the tenant shall remove his boat from the premises.
5. If tenant desires to dock a boat other than the one described within, said tenant must first secure permission of the landlord and pay any additional fees, as applicable.
6. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
7. The landlord will not be responsible for delays in hauling, launching, winter lay-up or commissionings, occasioned by inclement weather or any other circumstances beyond its control.
8. A tenant may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property. Any outside mechanic, craftsman or any other persons performing any work on tenant's boat while in or on the premises must first provide landlord or his agent with a standard certificate of workman's compensation and liability insurance in the amount of \$1,000,000 in order to protect the health, safety, welfare and property of other tenants. Failure to meet these requirements would require that tenant's boat be removed from the premises of landlord for repairs. No outside contractor's are permitted to work inside the buildings on landlord's property.
9. Rent on space is due and payable in advance.
10. Tenant duly authorizes landlord, its agents or employees to move and/or operate tenant's boat during the making of repairs or for normal marina operations solely at tenant's risk.
11. It is understood and agreed that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full.
12. Tenant agrees that in the event suit is brought in behalf of the landlord against tenant to collect any amounts due or to become due hereunder, or to enforce any appropriate maritime or other liens, the tenant shall pay the landlord's reasonable attorney fees for such suit or collection plus costs, as provided by law.
13. In the event tenant fails to remove his boat and property from the space rented to tenant at the termination of the space agreement, landlord may at its sole option; (1) charge to tenant's account rent daily on a pro rata basis for each day or portion thereof the space occupied; (2) avail itself of the remedies provided for in paragraph fourteen (14); and (3) avail itself of any other remedy available to landlord under the law.
14. If tenant becomes delinquent in rental payments, the landlord shall have the right to take over the property of the tenant and to secure the property to the space occupied, or to store it in any other location. Space made vacant by such removal may then be rented to another tenant at the discretion of the landlord.
15. Tenant agrees that he will keep the boat fully insured with complete marina insurance, including hull coverage and indemnity and/or liability insurance. The landlord is not required to carry insurance covering the property of the tenant. The landlord will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of dock or harbor facilities; that the tenant releases and discharges the landlord from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of landlord, including fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether said boat is being parked or hauled by an agent of landlord or not.
16. Tenant shall provide landlord with a set of main door or hatch and ignition keys. The boat will be entered by landlord only for emergency service or at tenant's request.
17. In case of emergency the landlord shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat if it is unattended and tenant can not be reached. However, under no circumstances is landlord under any obligation to provide this service. Any costs incurred by landlord shall be billed at the prevailing rates.
18. The tenant should remove any personal property from the boat prior to dry storage. It is understood and agreed that landlord will not be responsible for any items of personal property left in the boat.
19. In the event that the boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of landlord, landlord may, if tenant cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all costs shall be at tenant's expense.
20. Landlord and tenant agree that if any paragraph or provision contained in this agreement violates the law and is unenforceable, the rest of the contract will remain valid.