

Fishing Bay Landing Slip Lease Agreement

This is a Slip Lease Agreement made this _____ day of _____, 2010, between _____ ("Owner/Lessee") and FISHING BAY LANDING which is subject to the following terms and conditions:

Lease Terms: All slips are based on **annual** contracts and invoicing. The first payment is due upon signing this agreement. Monthly payments are due by the first of the month. The second semi-annual payment is due by the first day of the seventh month of the agreement. Late charges: Annual interest rate of 10%, or \$10, whichever is greater. Charges will be applied if payment is not received within 10 days of due date.

Lease terms for **SLIP#** _____ shall be for **12** months starting _____ and shall terminate _____.

SLIP FEES: Please check one: **Annual:** \$ _____ **Semi-Annual:** \$ _____ **Monthly:** \$ _____
Owner/Lessee shall pay as indicated above. No refunds will be given on slips, and there will be no subleasing of slips. 30 days written notice is required before vacating the slip and/or non-renewal of lease. This notice does not permit nor does it serve as an early termination of the lease. Owner/Lessee shall pay any amount due before removing the boat from its berth. If FISHING BAY LANDING is unable to lease the slip, the original leaseholder is responsible for the duration of the lease. FISHING BAY LANDING shall hold the Owner/Lessee responsible for all costs of collection (including attorney fees and legal costs).

UTILITIES: Owner/Lessee is responsible for paying any telephone, cable and electrical charges associated with the Slip during the lease period. FISHING BAY LANDING does not guarantee uninterrupted electrical service to the Slip or facilities. FISHING BAY LANDING is not responsible for any damages caused by a power failure at the Slip.

RULES: Owner/Lessee agrees to abide by FISHING BAY LANDING's Rules and Regulations, which are included in this lease by reference and are attached hereto as Appendix A. FISHING BAY LANDING reserves the right to reasonably amend the Rules and Regulations and the amended Rules and Regulations shall be automatically incorporated into this Agreement. Owner/Lessee may not use the facilities of FISHING BAY LANDING for commercial purposes or make any alterations to the slips without written permission of FISHING BAY LANDING management. All information contained in the Boat Information Sheet on reverse is part of this lease and the Owner/Lessee warrants that all included information is accurate.

Owner/Lessee will comply with Fishing Bay Landing's pollution prevention procedures and all local, state, and federal environmental regulations. Failure to adopt pollution prevention procedures may result in expulsion from Fishing Bay Harbor Marina and forfeiture of rental fees. Any contractors hired to work on a boat are to comply with all regulations, Owner/Lessee is completely responsible for any infractions committed by the contractor.

INDEMNITY: Owner/Lessee, his or her agents, licensees and invitees shall hold harmless FISHING BAY LANDING, its agents, and employees from any and all responsibility or liability for injury (including death), loss, or damage to the Owner/Lessee's vessel or personal property in connection with FISHING BAY LANDING's facilities except through gross negligence by FISHING BAY LANDING. This release and discharge shall cover without limitations any loss or damage resulting from FISHING BAY LANDING's employees parking, docking, or hauling owner's boat, as well as vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain, or any act of God. Owner/Lessee shall be liable for any damages to docks, structures, pilings, and other marina property caused by said Owner/Lessee.

INSURANCE: A certificate of insurance for casualty and liability must be provided by Owner/Lessee within 30 days of signing this agreement. Fishing Bay Landing shall be named as an Additional Insured and shall be provided a Waiver of Subrogation.

Company: _____ Policy #: _____ Exp Date: ____/____/____

This lease agreement shall be bound by Owner/Lessee(s) and FISHING BAY LANDING and constitutes the entire agreement between the parties.

Signature (Boat Owner)

Date

Signature (Fishing Bay Landing Mgmt)

Date