



Fishing Bay Harbor Marina Slip Lease Agreement

This is a Slip Lease Agreement made this _____ day of _____, _____, between _____
_____ (“Owner/Lessee”) of _____ (address) and
Fishing Bay Harbor Marina (“FBHM”) 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: Circle Payment Schedule: **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 FBHM is unable to lease the slip, the original leaseholder is responsible for the duration of the lease. FBHM 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. FBHM does not guarantee uninterrupted electrical service to the Slip or facilities. FBHM is not responsible for any damages caused by a power failure at the Slip.

RULES: Owner/Lessee agrees to abide by FBHM’s Rules and Regulations, which are included in this lease by reference and are attached hereto as Appendix A. FBHM 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 FBHM for commercial purposes or make any alterations to the slips without written permission of FBHM 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 Harbor Marina’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 FBHM, 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 FBHM’s facilities except through gross negligence by FBHM. This release and discharge shall cover without limitations any loss or damage resulting from FBHM’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 Harbor Marina shall be named as an Additional Insured and shall be provided a Waiver of Subrogation.

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

This lease agreement shall be bound by Owner/Lessee(s) and Fishing Bay Harbor Marina (FBHM) and constitutes the entire agreement between the parties.

Signature (Boat Owner) Date

Signature (Fishing Bay Harbor Marina Mgmt) Date

Signature (Boat Owner) Date