

SLIP LEASE AGREEMENT (Slip No. _____)

1. ***PARTIES TO AGREEMENT:***

The parties to this Lease Agreement are ...

_____ hereinafter referred to as Lessor (*i.e. shareholder*), and
_____ hereinafter referred to as Lessee (*i.e. renter*).

2. ***LESSEE IDENTIFICATION*** (Lessee's full name and address):

Name: _____ Home Address: _____

City: _____ State: _____ Zip: _____

Telephone Numbers: (Home) _____ (Alternate) _____

3. ***VESSEL IDENTIFICATION*** (Description of Lessee's Vessel that is to be placed in the leased slip):

Vessel Name: _____ Sail / Power (*Circle One*)

Manufacturer: _____ Model: _____

Hull ID (MC) No: _____ Boat Registration or Documentation No: _____

Home Port or State of Registration: _____ *LOA: _____ Beam: _____

Draft: _____ Trailer Make: _____ License #: _____

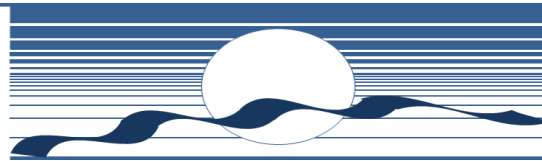
** Note: LOA is the longest dimension of the boat and is to include railing, swim platforms or other appendages off stern or bow of the boat.*

4. ***AGREEMENT:***

In agreement of receipt is hereby acknowledged, Lessor and Lessee agree as follows...

a. (PERMISSION TO MOOR VESSEL) By terms of this Lease Agreement, Lessee shall be allowed to dock/moor/store /park the above-described Vessel at *Sunset Shores Yacht Club* Slip No. _____ for the consideration of \$ _____. The Lessee agrees to abide by all rules and regulations of *Sunset Shores Yacht Club*.

b. (LEASE DURATION) This Lease Agreement commences on _____ and terminates on *Sunset Shores Yacht Club* closing date each year unless sooner terminated as hereinafter provided. The parties agree that weather and water level conditions may result in an actual boating season beginning and ending



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on dates other than the stated term of this Lease Agreement. No fee adjustments will be made for these conditions.

- c. (LEASE NOT TRANSFERABLE) This Lease Agreement is not transferable, without the Lessor's consent, either to another person or for any vessel other than that specifically described above.
- d. (ACCESS AND LESSOR'S RIGHT TO USE) Lessee shall recognize that access to the *Sunset Shores Yacht Club* area and facilities may be limited on occasion by factors beyond the Lessor's control. Lessor does not guarantee access by terms of the Lease Agreement either implied or stated. Lessee agrees that this Agreement shall be subject to the terms of any agreements between the Lessor and such government bodies. Should the Lessor's right to provide the leased premises be terminated during the term of their Agreement, or should the appropriate governing body elect to alter or terminate the right to use *Sunset Shores Yacht Club* rendering Slip No. _____ unusable for its intended purpose, the Lease Agreement shall immediately terminate and both parties to the Lease Agreement shall be released without further obligation.
- e. (TERMINATION BY LESSEE) Should Lessee terminate this Lease Agreement, Lessee shall receive a refund only if and when the Lessor finds a suitable replacement tenant. The refund shall be reduced by a service charge equal to 10% of the total lease amount and shall be proportional to the months remaining in this Lease Agreement after assumption by the replacement tenant.
- f. (TERMINATION BY LESSOR) If at any time it is considered by the Lessor to be in the best interest of the *Sunset Shores Yacht Club*, Lessor reserves the right, after two "5-days" notice, to terminate this Lease Agreement. Lessor shall reimburse Lessee for the unused portion of the Lease Agreement by the formula:

$$\text{(Lease Months Remaining / Total Number of Months Paid For)} * \text{Amount Paid}$$

- g. (VESSEL IS INSURED) Lessee warrants that the Vessel is insured for liability of a *minimum of \$300,000* as required by the *Sunset Shores Yacht Club Association Rules rule 22*. Lessee agrees that Lessee will be held responsible for damage, which the Vessel may cause, by any means, to other vessels in the *Sunset Shores Yacht Club* or to the club structures, equipment or facilities.
- h. (INDEMNIFICATION) Lessee agrees to defend, indemnify and hold harmless lessor, assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by Lessee (including Lessee's family, employees, agents, guests or invitees including business invitees) of the Vessel, or the mooring of the Vessel by Lessee.
- i. (LESSOR NOT LIABLE FOR FIRE, THEFT, ETC.) Lessor and *Sunset Shores Yacht Club* will take all reasonable precautions to protect the safety and property of Lessee. However, Lessor and *Sunset Shores Yacht Club* assumes no responsibility for the safety of any vessel moored in the Club and will not be liable for fire, theft, damage or vandalism to Lessee's Vessel, its equipment, appurtenances, engines, dinghies, etc., however arising; it being the parties understanding that Lessee shall moor the Vessel at Lessee's own risk. Lessor and *Sunset Shores Yacht Club DOES NOT* insure against fire, theft, damage, vandalism or any other loss or casualty to Lessee's Vessel, its equipment, appurtenances, engines (including outboard engines), dinghies, etc. including trailers and cradles.



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- j. (NO WARRANTIES) Lessee shall rent the slip from Lessor in its "as is" condition. Lessor specifically disclaims all warranties including but not limited to those of merchantability or fitness for a particular use.
- k. (SUNKEN VESSEL) In the event that Lessee's Vessel sinks in its slip or within the *Sunset Shores Yacht Club*, Lessee will commence salvage activities within 24 hours of notice by the *Sunset Shores Yacht Club* that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the Vessel and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the Vessel.
- l. (EMERGENCY SALVAGE ATTEMPT) In the event that Lessee's Vessel is observed to be sinking or on fire while moored in the *Sunset Shores Yacht Club*, Lessee grants to Lessor and *Sunset Shores Yacht Club* without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Lessor deems appropriate and Lessee shall reimburse Lessor for all expenses incurred in the salvaging of the Vessel. Lessor shall not claim salvage rights on any action that might be so taken.
- m. (REMOVAL OF VESSEL UPON TERMINATION) Upon termination of this Lease Agreement for any reason, Lessee shall remove the Vessel from the *Sunset Shores Yacht Club* within two "5-days" notice of termination.
- n. (HOLD OVER) Should Lessee fails to remove the Vessel upon termination of the Lease Agreement, Lessee shall be deemed a hold-over Tenant, and shall pay rent in accordance with the previous term under this Lease Agreement.
- o. (RENEWAL OF LEASE) This Agreement is *NOT* automatically renewable. However, tenancy shall give Lessee renewal priority over another applicant for the slip up to March 1st of the next lease year. Lessee must have paid agree upon renewal fee to retain renewal priority after March 1st.
- p. This Lease Agreement shall be renewable only by signing a new agreement, and by payment in advance of the appropriate lease fee.

I certify that I have read and agreed to the above terms and that I will agree to abide by the current Rules and Regulations of the *Sunset Shores Yacht Club*:

_____ **Date:** _____
LESSEE NAME (renter)

Lease accepted by:

_____ **Date:** _____
LESSOR NAME(shareholder)

SLIP NUMBER OF AGREEMENT _____