

LAKE PARK HARBOR MARINA
AGREEMENT FOR USE OF MARINA SLIP

LAKE PARK HARBOR MARINA ("the company") does hereby license to _____ ("Yacht Owner") the right to use a certain marina slip in the LAKE PARK HARBOR MARINA ("the Marina") located in Lake Park, Florida ("the Slip"), which is designed to accommodate a vessel not to exceed _____ feet in length, for a term commencing on _____, 20____, and terminating on _____, 20____, except as otherwise provided herein.

The Slip shall be occupied by Yacht Owner only and shall be used for the sole purpose of the mooring of a private pleasure boat ("the vessel") described in "Yacht Owner/Vessel Data" section.

1. Terms and Payments.

A. Term of Agreement (check one): Annual \$ _____ Monthly \$ _____

B. Payment: Rate Per Foot: \$ _____

a. Full annual payment: \$ _____ per ft. x _____ OAL in ft. x 12 mos.) = \$ _____

 Minus advance payment discount of 5% of \$ _____ = \$ _____

or,

b. Monthly payment: \$ _____ per ft. x _____ OAL in ft. = \$ _____

C. Total due upon execution of this agreement:

 Advance fee (a, b or c) \$ _____ + Security Deposit (one month's charge) \$ _____
 + Marina key deposit \$ _____ = Total due \$ _____

Check here if customer wishes to make payments by credit card, must sign credit card information)

D. Security Deposits.

The Yacht Owner agrees to pay, upon execution hereof, a security deposit (equal to one month's lease amount) of \$ _____ as security for the prompt and full performance of obligations hereunder. In the event of any non-payment or other breach of Yacht Owner's obligations hereunder, the Company may apply any or all of the security deposit, and/or remaining wet-slip lease monies, to defray the damages, loss or expense (including attorneys' fees) resulting from such breach. Upon application of all or any part of the security deposit Yacht Owner shall immediately pay the Company a sum sufficient to restore the full security deposit. Yacht owner shall not be entitled to any interest on the security deposit. The balance of the security deposit shall be refunded to Yacht Owner after the term of this Agreement concludes provided Yacht owner has satisfied all obligations owing to the Company hereunder.

(a) Unless either party shall give the other party written notice of non-renewal no less than one (1) month prior to the end of the then-current term, this Agreement shall be automatically renewed from time to time for another term of the same length as the then-expiring term; provided, however, the Company shall have the right to adjust or increase the Slip payment in any such renewal term in accordance with any modified Slip rate sheet then in effect. The Slip payment for the initial Slip lease of each renewal term shall be due in advance.

(b) Electricity use shall be separately metered, or included as a flat rate and added to the term of the lease, whether monthly or annually contracted. Yacht Owner shall be responsible for and pay all charges for electricity consumed in connection with keeping and maintaining his Vessel in the Slip, together with all related utility taxes. Telecommunication services shall be furnished through the Marina's telecommunications system and shall be subject to such hook-up, long-distance and local phone use charges as the Company shall establish from time to time. Yacht Owner is also responsible for any taxes related to his use of telecommunications services. All sums due in connection with electricity or telecommunications charges shall be due and payable upon presentation of the Company's or Vendor's invoice therefore.

(c) Yacht Owner shall be responsible for any and all sales, use or other taxes due in connection with any payments required, or goods or services provided, hereunder.

(d) Yacht Owner will be charged for any fees incurred by the Company for any and all Yacht Owner's checks returned for non-sufficient funds ("NSF") or any other bank reason.

(e) Slip payment set forth in this Agreement, if not paid within seven (7) days after it becomes due, Will incur a late fee of ten percent (10%). All accounts more than seven (7) days past due will also incur finance charges of one and one-half percent (1.5%) per month (18% annual percentage rate) from the due date until paid. Yacht Owner agrees, should this account be referred to an attorney for collection, to pay all collection costs including, but not limited to, attorney fees of thirty-three and one-third percent (33 1/3%) of the total amount due and owing when turned over for collection.

2. Obligations of Yacht Owner.

In consideration of this Agreement and of the covenants and agreements herein:

(a) Yacht Owner agrees to at all times maintain in full force and effect, covering the vessel, comprehensive bodily injury and property damage liability insurance with coverage limits of no less than \$300,000 per incident and to cause the Company and Marina to be named as an additional insured thereunder. Such insurance shall cover all property damage, personal injury or death arising from or connected with the use of the Marina, Slip, or Vessel, and mooring of the Vessel by Yacht Owner and Yacht Owner's employees, family members, guests, agents, crew, invitees, and permittees. Yacht Owner agrees, and the applicable insurance policy shall provide, that Yacht Owner's insurance shall at all times be primary, regardless of whether or not the Marina has any collectible insurance. Yacht Owner shall provide the Company with true, correct, and complete copy of the insurance policy (with all endorsements) maintained by Yacht Owners pursuant hereto.

(b) Yacht Owner shall be liable for all damages to the Slip and other facilities of the Marina, or other boats, vessels or persons on or about the premises, caused by Yacht Owner, Yacht Owner's Vessel, Yacht Owners employees, family members, guests, agents, crew, invitees, and permittees.

(c) The Vessel must have current Coast Guard approved heads and they must meet all federal, state and local regulations. The Company reserves the right to inspect all Vessels for compliance.

(d) Yacht Owner agrees to provide a set of Vessel's keys to the Marina for emergency purposes.

(e) The Yacht Owner shall not permit his Vessel to make any noise, emission or other disturbance that is audible or otherwise detectable to nearby residents.

3. Liens and Additional Liability.

The Company shall have a lien against the Vessel, her appurtenances and contents, for unpaid sums due under this Agreement. Without limitations of the foregoing, the Company shall have a lien upon the Vessel, her appurtenances and contents, as provided under Florida state code for unpaid sums due the Company. Yacht Owner shall additionally be liable for all costs and expenses incurred in the enforcement of any provisions of this Agreement, including collection of unpaid sums, and the Company shall have the right to collect its attorneys' fees from Yacht Owner.

4. Indemnity and Hold Harmless.

(a) Yacht Owner agrees to indemnify, save and hold the Company, the Marina and their respective successors and assigns, harmless from and against any and all claims, demands or suits for damages to persons, property or otherwise, which might be brought against the Company or the Marina as a result of or arising out of or in any way connected with the dockage, storage, operations or presence of the Yacht Owner's Vessel in or around the Slip or the Marina, or otherwise connected with this agreement. Further, Yacht Owner hereby releases and shall indemnify and hold harmless the Company and the Marina, their successors and assigns, from any and all liability for damages of whatever nature to Yacht Owner's Vessel, equipment and other gear or property belonging to the Yacht Owner or in the custody of the Yacht Owner or Yacht Owner's employees, family, crew, agents, invitees or quests at the Marina.

(b) The Company and the Marina make no warranties or representations concerning the security of the Marina, either for the facilities in general or for the Slip, including any means of entering or leaving the Marina, or about having an agent or employee at the Marina except during business hours. Yacht Owner agrees to hold the Company and the Marina harmless from any loss or damage to the Vessel, her appurtenances and contents, while the vessel is located in the Marina.

5. General Marina Rules.

Yacht Owner acknowledges that the use of the Slip and Marina, and Yacht Owner's rights hereunder, are subject to the governed terms and conditions set forth in the Lake Park Harbor Marina Rules ("General Marina Rules"), a copy of which is attached hereto as Exhibit A and made a part thereof. Yacht Owner acknowledges receipt of the General Marina Rules and agrees to comply with all of the conditions, restrictions, covenants, reservations, easements and other terms stated within.

General Marina Rules, and all other documentation applicable to the Marina, including any and all rules and regulations which may be promulgated by the Company from time to time with respect to the Marina. Yacht Owner acknowledges and agrees that the Company has reserved the right to amend, supplement and/or restate the General Marina Rules from time to time, and any such amendment, supplement or restatement shall be deemed effective upon publication thereof by the Company.

6. Non – Recordation.

This Agreement shall not be recorded among the real estate records or other public records of Lake Park, Florida, or the Commonwealth of Florida.

7. Miscellaneous Terms and Conditions.

(a) The parties hereto acknowledge and agree that this Agreement is not intended, and shall not deemed, to be a bailment.

(b) Maintenance carried out by Yacht Owner will be limited only to those activities that will not cause harm, noise, or accumulation of debris to the property of the Marina. Yacht Owner will not contract with or permit any person or entity that is not permitted or a licensed in the town of Lake Park.

(c) The Yacht Owner will not acquire or install dockbox for use in connection with the Slip unless such dockbox is purchased or leased from, and installed by, the Company. The cost of acquiring or leasing a dockbox shall be stated on the Company's Slip Rate Sheet in effect from time to time.

8. Termination By the Company.

Yacht Owner acknowledges and agrees that the Company shall have the right to terminate all rights of Yacht Owner under this Agreement upon written notice to the Yacht Owner ("Notice"), should that Yacht Owner violate any term of this Agreement, or any provisions of the General Marina Rules, or applicable law. Upon receipt of Notice, Yacht Owner shall have seven (7) days to vacate the Slip and remove the Vessel and any and all other property belonging to the Yacht Owner, Yacht Owner's family, crew, guests, etc. If Yacht Owner fails to vacate the Slip within the seven (7) day period, the Company shall have the right to remove the Vessel from the Slip, without liability for any damage or loss incurred as a result of such removal. Yacht Owner shall cause the Slip to be in the same condition as when Yacht Owner took possession of the Slip. In the event that Yacht Owner's right under this Agreement are terminated in accordance with this paragraph 8, Yacht Owner shall not be entitled to a return of any portion of the Slip payment or security deposit.

9. Non-Assignment Nor Sub-Let; Joint Vessel Ownership.

(a) This Agreement shall not be assigned by the Yacht Owner and any such assignment or attempted assignment shall terminate this Agreement without further notice. In addition, Yacht Owner shall not sub-let the Slip and any attempted sub-let of the Slip shall terminate Yacht Owners rights under this Agreement without further notice.

(b) Yacht Owner represents to the Marina that he is the sole owner of the Vessel. If, contrary to such representation, there is any co-ownership of the vessel, the Marina shall have no liability or obligation to any co-owner of the Vessel. If the co-ownership or partnership is dissolved, the Yacht Owner signatory hereto shall nonetheless remain fully obligated and liable hereunder, and all rights and remedies of the Marina shall remain in the full force and effect.

(c) If there is more than one Yacht Owner signatory hereto, then the obligations and liabilities of said signatories hereunder shall be joint and several.

10. Removal of Vessel.

If the Yacht Owner shall fail to remove the Vessel after the expiration or other termination of this Agreement, Yacht Owner shall be liable to the Company, in addition to any and all other amounts due hereunder, for double the Slip payment due hereunder until the Vessel is removed as well as the cost and expenses incurred by the Company or the Marina in removing the Vessel, including without limitation the Company's attorneys' fees and costs.

11. Removal of Derelict Vessel.

Should the Company determine the Yacht Owner's vessel is derelict, or a hazard to other vessels, or to be in an unsafe condition, Yacht Owner shall be liable to the Company, in addition to any and all other amounts due hereunder until the Vessel is removed as well as the cost and expenses incurred by the Company or the Marina in removing the Vessel, including without limitation the Company's attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first Above written.

By: LAKE PARK HARBOR MARINA
Town of Lake Park, Florida

YACHT OWNER:

By: _____
Name:

(Signature)

Title:

(Print Name)

NOTE: By his execution hereof, the Yacht Owner also agrees to be bound by, and subject to, the General Marina Rules, as amended from time to time, which are incorporated by reference herein. The Yacht Owner acknowledges receipt of the current edition of the General Marina Rules and agrees to comply with same.

Yacht Owner Initials _____

YACHT OWNER/VESSEL DATA

Customer ID: _____ Boat ID: _____ Slip #: _____

Last Name: _____ First Name: _____

Middle Name: _____ Mr./Mrs... _____

Social Security No: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____

Home Phone: _____ Work Phone: _____

Email : _____ Cell phone: _____

Emergency Contact: _____ Telephone: _____

Fax No. _____

Credit Card Name: _____ Acct. No. _____ Exp Date: _____

Signature: _____ Date: _____

Boat Name: _____ Make: _____

Boat Registration or Documentation Number: _____

Power: _____ Sail: _____

Overall Length _____ ft. Beam: _____ ft. Draft: _____ ft.

Shore Power (circle): 30 amp 50 amp 100 amp

Name of Captain: _____