

Berthing / Mooring Lease Agreement

This Lease Agreement made this _____ day of _____, 20
between EmGrace Outdoor Recreation, LLC., hereinafter referred to as Marina, and
_____ hereinafter referred to as Boat Owner,
of address _____

City of _____ State of _____ Zip _____

Marina hereby leases to Boat Owner and Boat Owner hereby takes by hire from the Marina (Slip)(Mooring) number _____ EmGrace Outdoor Recreation, LLC., including use of electric and water services as set forth herein. Electrical service for designated houseboat and cruiser slips shall be electronically metered and will be included on monthly statement.

Description of Vessel:

Manufacturer: _____ Type/Model: _____ Year: _____
Length: _____ Beam: _____ Registration: _____ (EX:KY1928CB)
Name of Vessel: _____

Description of Motor:

Manufacturer: _____ Type/Model: _____ Year: _____
Serial Number: _____

Description of Trailer:

Manufacturer: _____ Model: _____ Color: _____ Axle: Single ___ Dual ___
Serial Number: _____

Note: Trailer Storage is available to Boat Owner in our storage area at no cost to Boat Owner. Marina reserves the right to utilize trailer, in emergency situations-on site, if necessary. Marina assumes no responsibility for trailer unless in use by Marina. _____ Initial

* **Email Address:** _____

*Telephone #: _____ Alt/Cell#: _____

*Business Name: _____ Address: _____
State: _____ Telephone #: _____

*Emergency Contact Name: _____ Telephone #: _____

*Insurance Carrier: _____ Agent Name: _____ Telephone #: _____

*Drivers Licenses: A copy of your driver's license is required. You can provide a copy or come by the Marina and have us make a copy. In File ___ Yes ___ NO

Terms:

The term of this lease shall be for a period of 6 months beginning on the date hereof. **This lease shall automatically renew for successive 6-month periods unless Boat Owner provides to the Marina written notice of intent to terminate this lease, not less than 30 days prior to the effective renewal date.** Initial: _____

Provided, however, if the Marina increases the annual rent, the Boat Owner shall have 30 days after written notification of such rent increase to provide written notice of the Boat Owner's election to terminate the Lease at the end of the then effective term.

Rent and Fee:

The Boat Owner (Leasee) shall pay the lease payment to the Marina for the use of this slip or mooring space either the sum of \$ _____ annually or in monthly installments of \$ _____ each, due and payable in advance on the first day of each month. If the Boat Owner fails to pay the monthly installment of slip or mooring fee required by this lease on or before the seventh day of each month it shall be considered late. There shall be added thereto as additional rent an amount equal to twenty-five (25%) percent of the amount due, making the total due one hundred twenty-five (125%) percent of the amount that would have been due if paid on due date; an additional twenty-five (25%) percent thereof shall be added thereto for each thirty (30) days which pass thereafter without payment, no notice or demand shall be required for said additional rent to become due and payable. This twenty-five (25%) percent additional rent is not and is not intended to be either interest or penalty. If the Boat Owner fails to pay the monthly installments for a period of at least 90 consecutive days the Marina has Harbormaster Lien Rights (see below).

If at any time during the lease term the Boat Owner (Leasee) gives verbal or written notice of the intent to terminate this agreement the unpaid balance of lease must be paid. Lease must be paid in full before the Boat Owner (Leasee) vacates the marina. Initial: _____

Non Metered Electric Charges:

The Boat Owner shall pay to the Marina a year round flat fee for the use of either 30 or 50 amp electric service for non-metered slips, this fee will be included on monthly statement.

- 30 amp. Pigtail to 110 service charge of \$15.00 month _____ Initial
- 30 amp. Electric service charge of \$20.00/month _____ Initial
- 30 amp. Dual Electric service charge of \$ 35.00/month _____ Initial
- 50 amp. Electric service charge of \$30.00/month _____ Initial

Boat Owner's Liability / Indemnity of Marina:

Boat Owner covenants to exercise due care in occupation of the leased berthing slip or mooring space and to vacate the same in good condition, wear and tear occasioned by normal use only excepted. The Boat Owner shall indemnify the Marina against all claims, actions, proceedings, damages, and liability, including attorney fees, arising from or connected with the Boat Owner's possession and use, and shall cause the Marina to be named as an additional insured under the Boat Owner's liability policy and will furnish Marina with an endorsement evidencing such coverage.

Limitation of Marina's Liability:

Boat Owner acknowledges that he has inspected the berthing slip or mooring space leased herein and satisfied himself/herself that the slip or mooring space is adequate for safe mooring of his vessel. This contract is not a bailment of Boat Owner's vessel, but a lease of berthing slip or mooring space. The Marina's employees will make reasonable efforts to contact Boat Owner and notify of dangerous conditions requiring his/her attention, but the Marina assumes no responsibility for attending mooring lines or moving vessels from berth to which they are assigned. This agreement is made subject to the Rules and Regulations of the Marina, attached hereto, and the Boat Owner agrees to comply with the same.

Harbormaster's Lien:

Boat Owner further grants a lien to the Marina on the above-described vessel, and agrees that the Marina may take possession of said vessel to secure the payment of the rents provided for herein and any materials

and services furnished to the Boat Owner and the vessel. Boat Owner shall not remove the vessel from the Marina area until such time as all rentals and bills owing to the Marina are paid in full, including late fees as provided in above and attorney's fee if collection is placed with an attorney for satisfaction of the liability. The Marina, its employees, and agents, shall not be liable to the Boat Owner for any damage occurring to vessel, including but not limited to damage arising from the acts of third parties, and acts of God, except such as may arise from the gross negligence or willful negligence or deliberate acts of the Marina, its agents and employees.

Subleasing Prohibited:

The slip or mooring space leased herein shall not be subleased or assigned.

Maintenance:

Boat Owner may, at their discretion, contract for maintenance or repair services from outside contractors. The Marina assumes no responsibility for such maintenance or repair services and reserves the right to suspend the privilege of maintenance or service contractor on the Marina premises. Outside maintenance or service contractors shall, prior to commencement of work, provide current certificate of insurance with minimum limits of \$2,000,000.00 and listing EmGrace Outdoor Recreation, LLC as additional insured. Outside maintenance or service contractors will be required to check-in and check-out with Marina office.

Rules and Regulations:

Boat Owners agrees to comply with the Rules and Regulations of EmGrace Outdoor Recreation, LLC a copy of which are attached hereto and incorporated herein, and of which the Boat Owner hereby acknowledges receipt. In the event of noncompliance by Boat Owner or Boat Owner's guest(s), Marina may terminate this agreement and remove boat from slip or mooring space at the expense of Boat Owner.

In witness whereof, the undersigned have executed or caused this instrument to be executed the date and year first above written.

EmGrace Outdoor Recreation, LLC

By: _____ Date: _____

Boat Owner

By: X _____ Date: X _____