

Slips With lifts, LLC

Boat Slip Agreement and Rental License Agreement

This License Agreement is made as of the _____ day of the month of _____, 20_____ between Slips With Lifts, LLC (“Licensor”, “Management”) and _____ with an address of _____ (“Licensee”, “User”).

WHEREAS, Slips With Lifts, LLC is the owner of the boat slip and is a member of the Crimson Harbour Marina.

WHEREAS, User is the owner of the vessel, more particularly described in Exhibit A and desires to lease the boat slip from Management and Management is willing to lease a boat slip to User pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the parties hereto for good and valuable consideration agree as follows:

1. Grant and Term of License. Management hereby grants to User the exclusive right and privilege to the use of Boat Slip _____ (“Boat Slip”) commencing on the _____ day of _____, 20_____ and continuing for a period of _____ months until the last day of _____, 20_____.
2. Consideration. For and in consideration of said license, User shall pay to Management the sum of _____ per month or prepay the sum of _____ for the term of the agreement.

In addition, a security deposit of \$_____ is due at the time of signing. The security deposit will be equal to the amount of the monthly rent. The deposit will be returned within 30 days of the end of the agreement upon a satisfactory inspection of the boat slip and boat lift to ensure proper functioning condition. The deposit cannot be used for the last month’s lease payment. User can also purchase a remote control, if available, for the boat lift for \$100.00

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and Management agrees to purchase the remote control at the end of the lease for \$100.00 assuming successful operation of the remote control.

3. Use. User shall use the Boat Slip facilities in accordance with this License Agreement and the Rules and Regulations of the boat slip, as amended from time to time by Management in its sole discretion, which are attached hereto and made part of this License Agreement.
4. Liability Insurance. User must maintain liability insurance upon its vessel in the minimum amount of \$300,000.00 and supply a valid insurance certificate to Management prior to occupying the Boat Slip. User shall provide insurance for oil spill and pollution and shall be held fully and personally responsible for any spill and/or pollution caused by its vessel and/or actions.
5. Indemnification. User shall indemnify, defend, and hold the Management harmless from any costs, expenses, damages, and against all claims, demands, loss, damage liability lawsuits, causes of action, including judgments and attorney fees for damage to property or injury to Licensee and/or third parties resulting from User use of the Boat and the Boat Slip.
6. No Assignment. User shall not assign its rights under this License Agreement unless approved specifically in writing by Management prior to the assignment. User is not permitted to sublet the Boat Slip without the specific written permission of the Management.
7. Termination. Any breach or failure on the part of the User to fulfill any part of this License Agreement and the Rules and Regulation shall give Management the privilege of canceling this License without prior notice to the User. If Management terminates this License Agreement, all prepaid consideration shall be forfeited by User and shall not be refunded. User is required to immediately remove its vessel and/or equipment from the Boat Slip upon termination of this License Agreement. If User fails to remove in a timely manner its vessel and/or equipment from the Boat Slip at the termination of this License Agreement, Management shall have the following options: (i) Charging User three times the daily consideration on a pro rated basis for the Boat Slip occupied; (ii) taking possession of the vessel (to include removal of vessel from the water) and/or equipment and locking it to the space provided; (iii) moving and/or hauling the

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vessel and/or equipment to another location on either land or water; and/or (iv) pursuing any other remedy available under State and/or Federal law.

8. **Attorney's Fees and Costs of Suit.** In the event it becomes necessary for Management to retain the services of an attorney to enforce any provision of this License Agreement, the User agrees to pay all attorney fees and the costs of any suit.
9. **Completeness.** This License Agreement and Rules and Regulations, as amended from time to time, embody the entire understanding of the parties and there are no further agreements or understandings, either written or oral, in effect between the parties. This License Agreement may be amended or modified only by an instrument of equal formality and in writing signed by both parties. The Rules and Regulation can be amended from time to time, in writing, by Management, in its sole and absolute discretion.
10. **Risk of Loss.** During the term of this License Agreement, User shall be responsible for any and all loss or damage to User property, by fire or other casualty, or from any other cause or circumstance that may occur, including acts of Nature.
11. **Non-Liability of Management.** It is expressly agreed and understood by and between the parties to this License Agreement that the Management shall not be liable for any damage or injury from any cause which may be sustained by the said User or other person(s) in include the carelessness, negligence or improper conduct of Management and/or its equipment. All work that is for normal maintenance on the boat lift shall be the responsibility of the Management, and any expenses needed to repair damages to the lift are at the expense of the User.
12. **Operations.** User is responsible for any adjustments to the Boat Lift required to ensure that the Licensee's vessel is property situated on the lift. Management does not warrant or recommend the use of any contractor.
13. **Additional Terms.** Management retains the right, at any time during the lease term, to move User's vessel to another boat dock/slip within sixty (60) yards of

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the original boat slip, and agrees to reimburse the User the reasonable cost of any move or modifications to the Boat Slip as needed.

14. **Additional Terms.** Management reserves the right to terminate User's rights under this License Agreement at any time and without cause. In the event of such termination, User shall promptly remove the vessel from the Boat Slip. In such event, Management will refund any prepaid rental consideration for the Boat Slip, pro rated on a daily basis.
15. **Vessel.** User is responsible for checking the size of the Boat to ensure that it will fit within the parameters of the Boat Lift.
16. **Waste.** No refuse, whether biodegradable or not, shall be thrown into the water, including by-products of cleaned catch. No hazardous waste or environmentally objectionable substances, including petroleum products, cleaning agents, untreated sewage or non-biodegradable substances shall be released onto or around the Boat Slip or marina or adjacent waters. User shall indemnify and hold harmless the Management for any damage, expense, or liability for failure to so comply.
17. **Pets.** All pets shall be leashed at all times, including those of User's guests. Management is not responsible for pets. User is responsible for proper pet clean up.
18. **Swimming, diving, fishing** is not permitted from the docks, slips, or seawall.
19. **No grills** may be used on the Boat Slip property, including docks or on boats at the docks.
20. **Management** makes no warranties or representations regarding security at or near the Boat Slip and marina in general.
21. **User** shall comply with all applicable laws, rules, and regulations of federal, state, and local authorities, including the United State Coast Guard. User, User's family, guests, employees, and agents shall strictly comply with all laws, rules, and regulations contained in this License Agreement and concerning the protection of the environment.

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22. Governing Laws. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

ALL CHARGES MUST BE PAID IN FULL BEFORE THE BOAT WILL BE PERMITTED TO LEAVE THE BOAT SLIP. TO SECURE PAYMENT OF ALL FEES AND RENT PAYMENTS, THE USER GRANTS THE MANAGEMENT A LIEN UPON THE BOAT, MOTOR, AND OTHER ACCESSORIES AND EQUIPMENT. IN THE EVENT THAT ANY FEE IS NOT PAID IN A TIMELY MANNER, MANAGEMENT WILL CHARGE A LATE FEE OF \$50.00 PER DAY. RENT IS LATE AFTER THE FIRST (1ST) DAY OF EACH MONTH. RENT IS PAYABLE TO "Slips With Lifts, LLC; 777 S. Harbour Island Blvd., Suite 140; Tampa, Florida 33602". IN THE EVENT THAT ANY FEE IS NOT PAID AFTER THE TENTH (10TH) DAY OF THE MONTH, THE USER AGREES THAT THE MANAGEMENT MAY SELL THE BOAT AFTER NOTICE AT A NON-JUDICIAL SALE IN ACCORDANCE WITH FLA. STATUTES 328.17 TO SATISFY SUCH CHARGES. IN THE EVENT ANY COLLECTION PROCEDURES OR LEGAL ACTION IS REQUIRED TO COLLECT ANY SUMS DUE UNDER THIS LICENSE AGREEMENT OR OTHERWISE, USER AGREES TO PAY ALL COSTS OF SALE AND/OR COLLECTION AND ATTORNEY FEES AND COSTS. THE SECURITY DEPOSIT INCLUDED HEREIN MAY BE USED BY MANAGEMENT AT ANY TIME FOR THE PAYMENT OF ANY DELINQUENT SUMS AFTER WHICH USER SHALL IMMEDIATELY RESTORE THE SECURITY DEPOSIT TO ITS ORIGINAL AMOUNT.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE PROVISIONS. I AGREE TO ABIDE BY THIS LICENSE AGREEMENT, THE RULES AND REGULATIONS, AND ALL POSTED POLICIES. (See Exhibit A and B attached.)

OWNER: (User/Lisensee): _____

PRINT NAME: _____

DATE: _____

ACCEPTED: Slips With Lifts, LLC (Management/Licensor)

BY: _____

PRINT NAME: _____

DATE: _____

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Lease Exhibit A
VESSEL DESCRIPTION AND OWNER INFORMATION

Vessel Name:

Year:

Make:

Serial/Hull Number:

Length:

Power/Sail:

Fuel Type:

Drive:

Vessel Insurance Company:

Vessel HIN # or Reg No.:

Contact Name:

Contact Address:

Contact Telephone:

Contact Email:

Emergency Contact Name and Phone:

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Lease Exhibit B
Rules for Slips With Lifts, LLC

1. User and their guests agree to conduct themselves in a manner that will not interfere with other vessel owners or the normal business operation of the marina. Consideration must be given to others as to language, actions, noise-especially between 8AM and 8PM.
2. The User is to supply its own mooring lines of proper size and condition to safely secure the vessel. If mooring lines do not meet Management's specifications or fail for any reason, the Management reserves the right, but not the obligation to replace said lines at User's expense.
3. User shall not store any supplies or equipment on walkways or docks, or construct any structure, install lockers, mount any equipment, TV antennas or install carpet on any dock or finger pier without written permission from Management. Unauthorized items will be removed and disposed of by Management at the expense and risk of User.
4. Refuse and trash must be placed in plastic bags and properly disposed of by User. Cleaning of fish on walks or docks is not permitted.
5. User agrees not to idle the vessel in gear while tied at the dock.
6. A fresh water spigot will be provided at each boat slip. User must supply his or her own hose and automatic shut off nozzle.
7. Pets must be in User's control at all times. Dogs must be on a leash and must be walked off premises. User is responsible for cleaning up all droppings.
8. Cooking devices other than original fixed equipment from the vessel manufacturer must not be used in the harbor area (on or off the vessel).
9. The use of portable heaters is not permitted aboard any vessel. Only those fixed heaters originally installed on vessels as furnished from the vessel manufacturer are permitted.
10. Upon vacating a boat slip at the end of the season or during an extended cruise, the User shall be responsible for the removal of all lines.
11. User is not permitted to discharge waste from the heads while in harbor.
12. There may be additional rules and regulations set forth by the owners association of the boat slips- and User agrees to abide by these rules and regulations.

My signature below signifies that I have fully read and understand the rules and regulations and I agree to live by them while a Licensee/User of Slips With Lifts, LLC:

User/Licensee Signature

Date

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