

TERMS & CONDITIONS - PORTSIDE MARINE - BOAT STORAGE RENTAL AGREEMENT

2. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other Tenants will be exercised in an effort to assign dock space desired by the TENANT.
3. The LANDLORD reserves the right to lease or refuse to lease to any person for any good or pertinent reason.
4. It is agreed between both parties that TENANT shall not assign, transfer or permit the use of assigned space to any other party without written consent of the LANDLORD.
5. TENANT agrees that only reasonable and customary use will be made of the docks and facilities covered hereby, and that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that the TENANT will keep dock and premises covered hereby free and clear of gear, tackle and all other obstructions, and further agrees to throw nothing, including treated or untreated effluent or sewage from heads or holding tanks in the harbor or basin.
6. Any infraction of the rules and regulations contained herein or as posted in the office by the LANDLORD shall, at the option of the LANDLORD cancel this Lease Agreement upon ten (10) days notice, and the TENANT shall remove his boat from the harbor and premises.
7. If TENANT desires to dock a boat other than the one described within, said TENANT must first secure permission of the LANDLORD and pay additional fees, as applicable.
8. The use of Harbor or Marina electrical outlets for the operation of power tools, battery chargers, welders, air conditioners, heating units, etc., are prohibited except by special permission.
9. The LANDLORD cannot and does not guarantee the continuity of electrical service where provided.
10. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited.
11. The LANDLORD will not be responsible for delays in hauling, launching, winter layup or commissionings, occasioned by inclement weather or any other circumstances beyond its control.
12. A TENANT may work on his own boat if such work does not interfere with the rights, privileges and safety of other persons or property. The LANDLORD shall reserve the right to require any outside mechanic, craftsman or any other persons performing any work on TENANT'S boat while in or on the premises of LANDLORD to first provide LANDLORD or his yard manager with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare and property of other Tenants. Failure to meet these requirements would require that TENANT'S boat be removed from the premises of LANDLORD for repairs.
13. Rent on space is DUE AND PAYABLE IN ADVANCE.
14. TENANT duly authorizes LANDLORD, its Agents or Employees to move and/or operate TENANT'S boat during the making of repairs or for normal marina operations solely at TENANT'S risk.
15. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, service and/or materials have been paid in full.
16. TENANT AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LANDLORD AGAINST TENANT TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE ANY APPROPRIATE MARITIME OR OTHER LIENS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW.
17. In the event TENANT fails to remove his boat and property from the space rented to TENANT at the termination of the space rental term as defined in Paragraph One (1) of this Agreement, LANDLORD may at its sole option; (1) charge to TENANT'S account rent daily on a pro rata basis for each day or portion thereof the space is occupied; (2) avail itself of the remedies provided in Paragraph Eighteen (18); and (3) avail itself of any other remedy available to LANDLORD under the law.
18. If TENANT becomes delinquent in rental payments, the LANDLORD shall have the right to take over the property of the TENANT and to secure the property to the space occupied, or to store it in any other location. Space made vacant by the removal of the property of the TENANT may then be rented to another tenant at the discretion of the LANDLORD.
19. **INSURANCE:** TENANT AGREES that he/she will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance.

THE LANDLORD DOES NOT CARRY INSURANCE covering the property of the TENANT. THE LANDLORD WILL NOT BE RESPONSIBLE for any injuries or property damage resulting, caused by, or growing out of the use of dock or harbor facilities; that the TENANT RELEASES AND DISCHARGES THE LANDLORD from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of LANDLORD, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God, whether said boat is being parked or hauled by an Agent of LANDLORD or not.
20. Operation of the boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
21. TENANT shall provide LANDLORD with a set of main door or hatch and ignition keys. The boat will be entered by LANDLORD only for periodic inspection or for emergency service.
22. IN CASE OF EMERGENCY, as determined by LANDLORD, the LANDLORD shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and TENANT cannot be reached. However, UNDER NO CIRCUMSTANCES IS LANDLORD under any obligation to provide this service. Any costs incurred by LANDLORD shall be billed at the yard rate as posted in the office. TENANT agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the TENANT to move the boat, the inability of the LANDLORD to reach the TENANT, or by the movement of the boat by the LANDLORD. In general, the TENANT shall be solely responsible for any and all emergency measures.
23. **DRY STORAGE SURVEY AND INSPECTION:** The TENANT authorizes the LANDLORD to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. TENANT understands that this regulation is formulated, enforced and conducted solely for the protection of the TENANT. The promulgation and enforcement of these rules and regulations, the conducting of the survey, the failure to require or fully perform a survey with respect to other TENANT(S) will not subject LANDLORD to any duty or liability to the TENANT with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the LANDLORD.
24. **DRY STORAGE PROTECTIVE COVERING:** The TENANT assumes full responsibility for providing adequate covering to protect the boat from any and all perils, and for the proper maintenance of such covering while the boat is on or in the premises of the LANDLORD.
25. **REMOVAL OF PERSONAL PROPERTY:** The TENANT should remove any personal property from the boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE BOAT.
26. **BOAT SINKING:** In the event TENANT'S boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of LANDLORD, LANDLORD may, if TENANT cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove and/or repair said boat, all costs shall be at TENANT'S expense.
27. **ENTIRE AGREEMENT:** This agreement contains the entire understanding between the TENANT and the LANDLORD and no other representation or inducement, verbal or written, has been made which is not contained in this agreement. LANDLORD and TENANT agree that if any paragraph or provision violates the law and is unenforceable, the rest of the agreement will be valid.