

BOAT SLIP RENTAL AGREEMENT
(For Rental period April 1, 2024 through March 31, 2025)

This **BOAT SLIP RENTAL AGREEMENT** (the “**Lease**”) is made and entered into this ____ day of _____, 2024, by and between **Twin Shores Beach & Marina, Inc.**, (the “**Landlord/Dockmaster**”), and _____ (the “**Tenant**”).

The Agreement

In consideration of the covenants, terms and agreements set-forth herein, Landlord/Dockmaster and Tenant hereby agree as follows:

1. **Lease Grant.** Landlord/Dockmaster leases to Tenant and Tenant leases from Landlord/Dockmaster Boat Slip # ____ (the “**Slip**”) in landlord/Dockmaster’s marina (the “**Marina**”). Tenant agrees to use the Slip solely for the docking or mooring of one (1) boat, which boat is described on Schedule A (the “**Boat**”) hereto and for no other purposes and uses whatsoever, including no other substitute or replacement boats. No other boat shall be permitted to be moored in the Slip unless approved by the Landlord/Dockmaster. Tenant must promptly secure or remove the Boat from the Slip upon the reasonable demand of Landlord/Dockmaster due to inclement weather, such as a rising water and/or Hurricane force winds. The Boat must comply with all applicable laws, rules, orders and regulations. Landlord/Dockmaster reserves the right to inspect the Boat for such compliance.

Tenant’s use and occupancy of the Slip is subject to the following rules, which may be further amended and supplemented at any time by Landlord/Dockmaster:

1. (a.) No Commercial Use. No commercial or business use of the Slip is permitted.
2. (b.) Neglect. Tenant shall not cause or permit any waste, misuse or neglect with respect to the Slip and/or surrounding docks and water.
3. (c.) Under no circumstances can a boat be longer than 30 ft. and no higher than 9 ft., measured from the waterline be allowed.

(c.) **Safety and Compliance with Laws.** The Slip shall be used and occupied in a safe, careful and proper manner. All Boats must be docked and lines secured so as to avoid risk of damage to the docks and other vessels. Landlord/Dockmaster reserves the right to board the Boat at any time to secure lines, but assumes no obligation to affirmatively do so. Tenant, including his, her, or their guests using the Slip, shall abide by and comply with all present and future ordinances, regulations and laws of all governmental and quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the Slip. Tenant shall neither permit nor commit any illegal or unlawful practice or act in or upon the Slip, Docks or Marina. Tenant shall be responsible to comply with all requirements and for payment of all fees, taxes, fines, penalties, expenses and other costs that may be imposed by, any governmental and/ or quasi-governmental entities, whether federal, state or local, having jurisdiction with respect to the use and occupancy of the Slip, Docks and Marina. Tenant shall not discharge or otherwise dispose of sewage, trash, fuel, oil, or any other contaminant in or on the Marina property, including, without limitation to, the water which forms the Marina.

(d.) **Non-Disturbance.** Because the Marina forms part of a greater residential community, it is paramount to maintain peaceful and orderly conduct within the Marina. As such, Tenant agrees to refrain from any loud activities which may disturb or interfere with the peace and quiet of other persons within the Marina and surrounding areas, including, without limitation to, the Twin Shores residential community area. Additionally, Tenant may transport supplies to their boat via golf carts, carts, or other means of transport but cannot leave the such carts by the slips which must be moved from the marina once supplies have been delivered.

(e.) **Residence.** No persons shall be permitted to use any Slip for a place of residence or dwelling, whether permanent or temporary.

(f.) **Maintenance.** Boat maintenance or repair activities that require the removal of the Boat from the water, or removal of major portions of the Boat, including the engine, for purposes of routine repairs or maintenance on site are prohibited over the water within the Marina, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of the Boat. Minor repairs such as sanding, painting, mechanical, etc. is allowed.

- (g.) Attachment to Docks. No nails, screws or any other type of fixture or fastener may be inserted into dock boards, pilings or any other portion of the Slip without the written permission of Landlord/Dockmaster. No additions, deletions, improvements or repairs may be made to the docks or pilings, except by Landlord/Dockmaster.
- (h.) Abandonment. In the event that the Tenant vacates the Boat for greater than one hundred and eighty days (180) consecutive days, without written notification to Landlord/Dockmaster of such absence, then Landlord/Dockmaster reserves the right, in its sole and absolute discretion, to deem the Slip abandoned and this Agreement shall immediately terminate. Upon the determination of abandonment of the Slip, Landlord/Dockmaster may proceed to lease the Slip to another tenant free and clear of any obligation to the Tenant. Landlord/Dockmaster is not obligated to notify Tenant of such action or refund any unused portion of Rent.
- (i.) No Swimming. No swimming from the docks, Slip, or within the Marina shall be permitted at any time.
2. **“As-Is” Condition.** Tenant acknowledges that Landlord/Dockmaster leases the Slip in an “AS IS, WHERE IS” condition without any warranties or representations, express or implied, as to the condition of the Slip. Tenant acknowledges that it has been afforded a reasonable opportunity to inspect the Slip, and it is familiar with the site, dimensions and physical condition of same. Landlord/Dockmaster shall not be required to make any improvement or alteration to the Slip or docks.
3. **Term.** The term of this Lease shall be for one (1) boating season, being **April 1, 2024 through and including March 31, 2025** (the “Season”)
4. **Rent.** Tenant shall pay “Rent” to Landlord, in advance of the Season, in currency of the United States of America, without deduction or offset of any kind, an amount equal to the slip fees as defined below. The slip fees are based on the size of the slip ranging from Large, Medium, Small and Specialty. The 2024/2025 Season fees are as follows: a) Large slips: \$960.00/year;
b) Medium slips: \$775.00/year;
c) Small slips \$620.00/year;
d) Specialty / Unusable slips: \$350.00/year;
e) An additional 7% State Tax will also apply to each slip fee as required by law.

Rent shall be prorated for any partial Season. Tenant’s shall not have any right of occupancy or possession of the Slip, until such time as Rent is paid for the Season. **Any money a Tenant still owes from the previous season will not be able to renew this lease until all past due amounts are paid in full.**

5. **DELINQUENT PAYMENT.** In the event slip fees are not received within thirty (30) days of the date the fees are due, Landlord/Dockmaster shall, at its sole option, apply interest at a rate of 18% per year. Additionally, after ninety (90) days delinquent Landlord/Dockmaster shall have the right to remove the vessel, at Tenants expense, and lease the slip to the next owner on the waiting list.
6. **Insurance.** Tenant represents and warrants that the Declaration or Certificate of Insurance attached to this Lease is currently in full force and shall continue in force throughout the term of this Agreement. Tenant shall maintain liability insurance for the duration of the Lease term (the “Policy”). Tenant shall evidence the Policy to Landlord/Dockmaster each Season prior to the use, occupancy and possession of the Slip. Evidence of Tenant’s Policy may be in the form of a certificate of insurance or a copy of Tenant’s declaration page.
6. **Subletting and Assignment.** This Lease is personal. Tenant shall not sublet or assign, in whole or in part, its rights under this. Any purported assignment, sublet or other transfer by Tenant shall be a default of this Agreement and will be considered null and void by Landlord/Dockmaster. Landlord/Dockmaster is expressly permitted to assign and convey its rights hereunder.
7. **Maintenance.**
- (a.) Landlord/Dockmaster Maintenance. Landlord/Dockmaster shall maintain, repair and replace the Slip and the docks, as may be determined at Landlord/Dockmaster’s sole discretion.

(b.) **Tenant Maintenance.** Tenant shall keep and maintain the Boat and all personal property of Tenant in a good state of maintenance and repair and in a slightly, healthy, safe and clean condition so as to comply with all applicable ordinances, regulations and laws of all government and quasi-government entities, whether federal, state or local, having jurisdiction, and the rules and regulations of the Marina, as adopted from time-to-time by Landlord/Dockmaster, with or without notice to Tenant. Tenant shall secure and safely route all hoses and cables so as not to pose any hazard upon or within the Slip, docks, and Marina.

8. **Damages.** Tenant shall be strictly liable for any and all damages to the Slip, docks and attached property, and other facilities within the Marina, caused by Tenant, Tenant's Boat, Tenant's employees, family, agents, guests, contractors, and crew, or in any way relating to the Slip, the Boat and/or the use thereof.

9. **Right of Entry.** Landlord/Dockmaster, its agents, contractors, and employees may at any time, without the consent of Tenant, enter in and upon the Slip for the purposes of examining and inspecting the same, for delivery of notices, for determining if the same are in a healthy, clean and well-maintained condition, and making such repairs to the Slip and/or docks which it may deem necessary. Landlord/Dockmaster shall not enter the Boat without reasonable advance notice to Tenant, unless in the event of an emergency or for the reasons set-forth under Section 1(c).

10. **Default.** In the event that Tenant defaults in his or her obligations hereunder, including the payment of Rent, or fails or refuses to comply with the provisions of this Lease, Landlord/Dockmaster shall have the right to undertake any one or more of the following actions, in addition to any other remedy permitted in law or equity:

(a.) **Lease Termination.** Landlord/Dockmaster may terminate this Lease and take control, possession and exclusive use of the Slip, with or without notice to Tenant;

(b.) **Entry and Removal of Boat.** Landlord/Dockmaster may enter upon the Boat in order to tow and/or remove the Boat from the Slip at which time said Boat will be re-docked or stored at a location in Landlord/Dockmaster's discretion, at Tenant's sole cost and expense.

(c) **Re-Lease of the Slip.** Landlord may re-let the Slip.

11. **Indemnification and Hold Harmless.** Tenant shall indemnify, defend and hold harmless Landlord/Dockmaster harmless from and against any and all claims, suits, actions, damages, causes of action, expenses, costs, orders, administrative rulings, judgments, releases of hazardous substances, including, without limitation to the discharge of fuel, chemicals, waste or other pollutants by Boat into the surrounding waters and Marina, and for any personal injury, loss of life or damage to property sustained in or about the Slip, docks and Marina that arise in connection with the use or non-use of the Boat, Slip and/or Marina, whether caused by Tenant, or Tenant's crew, contractors, agents, or guests.

12. **Captions.** The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

13. **Application of Law and Venue.** This Lease shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising under this Lease shall lie in the courts in and for Sarasota County, Florida.

14. **Complete Understanding.** This Lease, including all attachments hereto, represents the complete understanding of the parties and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in this Lease. Neither party has any right to rely on any other prior or contemporaneous representations made by anyone concerning this Lease.

15. **Security, Weather and Flood Waters.** Landlord/Dockmaster shall not be responsible or required to furnish security services for the Slip, Boat or Docks. Tenant is expressly responsible for any and all security required by Tenant of its Boat and the personal belongings thereon. Tenant understands that Landlord/Dockmaster does not guarantee, warrant or assume Tenant's or any of Tenant's agents', guests', crew's, or, visitors' personal security in, on or around the Slip, docks and Marina. Tenant agrees that Landlord/Dockmaster shall not be liable for the actions of third persons in, on or around the Slip, docks and Marina. Tenant understands and agrees that it is not relying upon Landlord/Dockmaster in any manner to protect or store the Boat in inclement, foul, or dangerous weather, including flood, high winds or hurricanes. Tenant's Boat is stored at the Slip at Tenant's sole risk.

16. **Assumption of Risk.** Tenant expressly acknowledges by the execution of this Lease that he and/or she is aware that operating a boat around in and around other boats, persons, structures and deep waters is an inherently dangerous activity for which he and/or she assumes any and all risk. Tenant represents that he and/or she is fully knowledgeable of the dangers and hazards associated with the operation of a boat and that he and/or she hold a current and valid license to operate a boat. Tenant further represents and warrants that he and/or she has no known physical or mental impairment that may affect their safety or the safety of others while operating the Boat, and he and/or she will not operate the Boat under the influence of any narcotic, alcohol or other drug that may impair understanding or judgment.

IN WITNESS WHEREOF, Landlord/Dockmaster and Tenant have executed this Agreement as of the date and year set forth below their respective signatures.

Landlord/Dockmaster: Twin Shores Beach & Marina, Inc.

Sign: _____ Printed _____ Dated: _____

Tenant(s):

Sign: _____ Print: _____ Date: _____

Sign: _____ Print: _____ Date: _____

EMERGENCY CONTACT:

Name: _____

Telephone Contact #: _____ Address: _____

Schedule A

BOAT INFORMATION (the "Boat"):

Manufacturer: _____ Year: _____ Model: _____

Boat Name: _____ Overall Length: _____

Captain's Name / Contact #: _____ (if applicable)

TENANT INFORMATION:

Street Address: _____

Cell Phone: _____ Email: _____