

Slip Rental Agreement

THIS AGREEMENT (the "Agreement), entered on _____
20_____, by and between

_____ ("Slip Owner")

Address: _____

Or Real Estate Plus, Inc. dba Management Services ("Agent"), acting as agent for Slip Owner,

AND _____ ("Lessee")

Address: _____

For the dockage of one boat only as described herein and is subject to such rules and regulations set forth herein and as such rules and regulations as set forth by _____ ("Association") regarding the use thereof.

Slip# _____ ("Slip") , Size: _____,

Located in _____ ("Marina")

Address: _____

Permitted Vessel Name: _____ ("Vessel")

Year: _____ Make: _____

Length: _____ Beam: _____ Draft: _____ Sail: _____ Power: _____

Registration or Documentation # _____

Date In: _____ Estimated Date of Departure: _____

Rental amount \$ _____ Payment period: _____ Date Rental Begins: _____

Prorated rent for first month of payment period: \$ _____ (if occupancy starts after the 1st day of the month)

Electric Meter Reading In: _____ Out: _____

It is hereby mutually agreed as follows:

1. This Agreement is a lease of the Slip for a month to month term. The term begins on the "Date Rental Begins" as inserted on Page 1 hereof. If that date is not the first day of a calendar month, the rental for the remainder of that calendar month shall be paid on that date. Thereafter, rental shall be paid on the first day of each calendar month. Lessee must establish a payment arrangement with the Slip Owner or Agent in the form of an approved credit card to be charged as prescribed by the selected payment period or automatic draft monthly draft payments to cover dockage and electrical expenses. Rental (dockage rates) may be changed by the Slip Owner or Agent at any time during this Agreement. The charge for electric usage will be billed for the prior month based upon monthly meter readings and the established rates per kilowatt hour, plus a base charge. For those accounts which are pre-paid in advance, a separate electric bill will be issued each month.
2. Notwithstanding any provisions herein, in the event Lessee pays dockage rates in advance (no matter the length of the term of the advance payments), the term of this Agreement shall remain as month-to-month. If the Slip Owner or Agent terminates this Agreement prior to the end of the period through which the dockage rates have been prepaid, the Slip Owner or Agent shall refund the portion of the unused dockage rate.
3. All current charges will be due on the 1st day of each month. If payment is made by an approved credit card, such payment will be posted to the account by the 5th day of each month. All payments which have not been previously authorized must be made by cash, check or credit card prior to the 10th day of the month in which said payment is due.
4. Lessee agrees to pay all charges in accordance with the previous paragraph. In addition, Lessee shall pay to the Slip Owner or Agent a late payment fee equal to five percent (5%) of the amount of any payment not received by the 10th day of the month in which said payment is due.
5. Subject to the terms of this Agreement, either party may terminate this Agreement by giving the other party ten (10) days written notice of intent not to renew this Agreement at the end of any calendar month. SAID NOTICE MUST BE DELIVERED TO THE OTHER PARTY NO LATER THAN TEN (10) DAYS PRIOR TO EXPIRATION OF THE CALENDAR MONTH, OR PRIOR TO THE MONTH OF DEPARTURE FOR A PLANNED DEPARTURE, TO AVOID PAYMENT OF AN ADDITIONAL ONE (1) MONTH'S DOCKAGE FEE. In the absence of such notice, this Agreement shall be extended on a month by month basis thereafter on the terms stated herein. Slip Owner or Agent may increase the monthly rental charge at any time during this Agreement by giving written notice of such increase to Lessee. In the event the Slip Owner, Agent, Marina or Association terminates this Agreement, Lessee shall pay all accrued indebtedness within ten (10) days after receipt of the notice and thereafter remove the Vessel from the Marina; provided however, the Vessel shall not be removed from the Marina until Lessee's account is paid in full. If the indebtedness is not so paid, the Slip Owner, Agent, Marina or Association may take legal actions as required to protect it and also place a protective lien on the Vessel for the amount of outstanding indebtedness as provided for herein and Lessee shall leave the Vessel in the Marina and shall continue to pay rent until the matter is resolved.

6. Lessee agrees that the Slip Owner, Agent, Marina and/or Association shall have statutory maritime liens (state and federal) upon Lessee's Vessel, motor, attached equipment, and any and all personal property thereon or used in connection therewith in order to secure any and all Slip rental or services and materials supplied to Lessee by Slip Owner, Agent, Marina or Association. The lien hereby granted is in addition to all other liens or remedies provided by law. Lessee agrees not to remove the Vessel from said Slip during the term of this Agreement until all delinquent accounts with the Slip Owner or Agent are paid to a current status. Before or after termination of the Agreement, Slip Owner or Agent may take possession of Lessee's Vessel or other personal property to satisfy any lien it may have against said Vessel or personal property. Slip Owner or Agent may sell said Vessel and/or the personal property at a private or public sale following written notice of such sale to Lessee at the address herein. Slip Owner or Agent shall not be liable to any person for any such taking or possessions or sale. Lessee agrees to reimburse the Slip Owner or Agent for all expenses and/or liabilities including attorney fees' which arise from any exercise of powers granted herein.
7. Lessee acknowledges and accepts the affirmative obligation to have the Vessel covered by a full marine insurance package (hull coverage as well as casualty and liability) and to maintain said insurance throughout the term of this Agreement. Lessee acknowledges that the failure to maintain said insurance on the Vessel shall constitute a breach of this Agreement enabling Slip Owner, Agent, Marina or Association to immediately terminate this Agreement and remove the Vessel from Marina. The removal of said Vessel from Marina may be without notice to Lessee. Lessee must provide evidence of such insurance and also furnish Slip Owner or Agent with a Certificate of Insurance. The Slip Owner, Agent, Marina and Association shall have no obligation to insure Lessee, Lessee's Vessel or any other personal property of Lessee.
8. It is agreed that the Slip Owner, Agent, Marina and Association shall not be held liable in any manner for the safe keeping or condition of Lessee's Vessel, and will not be responsible or liable for any damage to the Vessel while in the Marina. Further, Lessee shall be liable for any and all damages to Marina's docks, piers or other facilities and property and to all other vessels or persons or property in and about Marina premises caused by Lessee, Lessee's Vessel or other equipment or property used by Lessee, or caused by Lessee's servants, agents, guests, or invitees. Lessee agrees to defend, indemnify and hold the Slip Owner, Agent, Marina and Association harmless from all claims for any such damage to said facilities, property, vessels, or persons or property in and about marina premises.
9. The Slip assigned hereunder to Lessee is to be used at the sole risk of Lessee and Lessee's principals, heirs, successors, and assigns and Lessee agrees to absolve, defend, indemnify and hold harmless the Slip Owner, Agent, Marina and Association from any liability to any and all persons arising out of or in connection with the use of the Slip and the above designated Vessel and its attachments or equipment.
10. Subject to the provisions of this Agreement, the Slip Owner, Agent, Marina and Association reserve the right to the exclusive control over the use of the dock space. Only one boat may be docked at the Slip at any one time. Use of dock space is a personal privilege of Lessee. Lessee agrees not to sell, transfer, sublet, or assign any interest under this Agreement, nor to permit the use of Lessee's assigned Slip by a third party without the prior written consent of the Slip Owner, Agent, Marina or Association . Any attempt to assign the Slip or this Agreement by

Lessee is void. Lessee shall not substitute another vessel for the above described Vessel without the prior written consent of Slip Owner or Agent. All rights in the assigned slip hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of by the Slip Owner, either in whole or in part, without notice to Lessee. If Slip Owner or Agent assigns this Agreement or the rentals due or to become due hereunder or any other interest herein, whether as security for any indebtedness or otherwise, no breach or default by Slip Owner, Agent, Marina or Association under this Agreement or pursuant to any other Agreement between Slip Owner or Agent or Lessee, if any, shall excuse performance by Lessee of any provision hereof.

11. The Slip Owner, Agent, Marina and Association reserve the right to relocate the Vessel temporarily within the Marina to facilitate required maintenance, repairs or dredging, at which time the Slip may be entered by the Slip Owner, Agent, Marina or Association or its contractors or employees for the necessary period. Lessee shall be given reasonable notice (not to be less than ten (10) days except in case of an emergency) of any such necessary removal, and Lessee shall remove the Vessel from the Slip upon request for such purposes. Failure of Lessee to cause removal of the Vessel as requested shall give the Slip Owner, Agent, Marina or Association the right to remove the Vessel on a temporary basis, and in addition, the Slip Owner, Agent, Marina or Association shall have such right of temporary removal in case of an emergency. All costs associated with such removal, including storage, shall be paid by Lessee and shall be considered an additional dockage fee. Neither the Slip Owner, Agent, Marina or Association, its agents, contractors, nor employees, shall have any liability for damage to the Vessel or personal property located thereon caused by the necessary removal and storage of the Vessel, unless such damage is caused by the grossly negligent or intentional acts of the Slip Owner, Agent, Marina, or Association, its agents, or employees.
12. It is the Lessee's responsibility to insure that the Vessel is at all times operable under its own power. Failure to maintain the Vessel in an operational condition shall be cause for termination of this Agreement by the Slip Owner, Agent, Marina or Association. In the event it is necessary to have the Vessel towed from the Slip to another location, it will be at the Lessee's expense.
13. The Slip is restricted to boat dockage for a single non-commercial pleasure boat. No commercial transactions shall be permitted from the Slip without the prior written consent of the Marina. No advertising or soliciting shall be permitted on any vessel within the Marina. Lessee shall have no interest in the Slip other than the right to use said Slip for docking the Vessel. Lessee covenants and warrants that Lessee, Lessee's servants, agents, guests and invitees will conduct themselves at all times in accordance with the terms and conditions of this Agreement, any rules and regulations that the Slip Owner, Agent, Marina or Association may make respecting the use thereof, and all restrictions, conditions and covenants found in _____ as recorded in Book _____, at Page _____ in the office of the Register of Deeds of Carteret County, a copy of which is attached hereto.
14. Lessee covenants and warrants that Lessee, Lessee's servants, agents, guests and invitees will conduct themselves and operate the Vessel at all times in and about the marina premises in a prudent and orderly manner. Any act causing injury or damage to other persons, piers, docks or other boats, any violation of Marina or Association rules, or other applicable laws,

ordinances and regulations, or any disorderly or indecorous conduct by Lessee or Lessee's crew or guest(s) that might, in either the Slip Owner, Agent, Marina or Association's sole discretion, injure a person, cause damage to property, or harm the reputation of the Marina, is sufficient cause for the Slip Owner, Agent, Marina or Association to demand the immediate termination of this Agreement and immediate removal of the vessel in question from the Marina premises.

15. Lessee shall maintain the appearance of the Vessel in a clean and sanitary condition at all times. Lessee shall prevent the buildup of mildew and moss on the Vessel and shall keep the waterline of the Vessel free of marine growth. All mooring lines and ropes shall be kept in good repair, free from rot and mildew.
16. Lessor represents and warrants that Lessor has never been convicted of a felony or any crime involving the abuse of children.
17. Lessee acknowledges and agrees that this Agreement does not transfer any access or rights to use any of the property's amenities other than those specifically mentioned in this Agreement.
18. The Slip Owner, Agent, Marina or Association may assign a different slip to Lessee by providing ten (10) days advance notice in writing to Lessee. In the event that Lessee fails to relocate the Vessel to the replacement slip after ten (10) days of such notice, The Slip Owner, Agent, Marina or Association may cause the Vessel to be moved to the replacement slip. All costs incurred by the Slip Owner, Agent, Marina or Association associated with such relocation shall be paid by Lessee and shall be considered an additional dockage fee.
19. During any period that the Slip is not being used by Lessee, The Slip Owner, Agent, Marina or Association shall have the right to rent the Slip to the owners of other vessels, and to collect and retain the payments for such use.
20. In the event that the Vessel should become disabled or sink, Lessee shall be obligated to immediately remove the Vessel. Further, in the event that said Vessel should become disabled and block any of the pathways or rights of access to the Marina, Lessee shall be responsible for immediately removing the Vessel from such areas. In any event, the Slip Owner, Agent, Marina or Association may take all actions reasonably necessary to cause the Vessel to be removed from the pathways to said slips and shall assess the cost of the removal of the damaged Vessel against Lessee and the cost shall become a lien against said Vessel.
21. Hurricane Policy: Within twelve (12) hours after the National Weather Service lists Carteret County as being placed under a Hurricane Watch or Warning for a storm **greater than a Category II Hurricane**, Lessee shall remove the Vessel from the Marina entirely. There shall be no exception to this requirement. Lessee acknowledges that the purpose of this removal requirement is to protect the Marina and other vessels and property from damage caused by Lessee's Vessel in the event of a hurricane or storm.
22. Lessee agrees that if in the judgment of the Slip Owner, Agent, Marina or Association the Vessel is inadequately or improperly secured at the dock in any type of adverse weather event, Lessee agrees to pay to the Slip Owner, Agent, Marina or Association any additional cost which may be incurred as a result for securing the Vessel at the dock. **HOWEVER, IN NO**

EVENT IS SLIP OWNER, AGENT, MARINA OR ASSOCIATION IN ANY WAY OBLIGATED TO MONITOR THE SECURING OF, OR TO SECURE, ANY VESSEL.

- 23. In the event that the Slip or any appurtenant areas are materially damaged or materially rendered unusable by fire, storm, tornado, flood, hurricane, natural disaster or other casualty, or if said premises are so damaged as a result of fire or other casualty that their repair, restoration, or rebuilding would require more than thirty (30) days to complete, the Slip Owner, Agent, Marina or Association may terminate this Agreement upon giving ten (10) days written notice to Lessee.
- 24. This Agreement expresses the entire understanding of the parties, and no modification of the terms of this Agreement shall be effective unless it is submitted in writing, and signed by both parties and attached hereto.
- 25. The Slip Owner, Agent, Marina or Association's, failure to strictly enforce any provisions of this Agreement shall not be construed as a waiver thereof or construed as excusing Lessee from future performance.
- 26. Neither Slip Owner, Agent, Marina nor Association shall be obligated to provide any security services to the Marina.
- 27. The invalidity of any portion of this Agreement shall not affect the remaining valid portions thereof. This Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of Lessee hereto.

In TESTIMONY WHEREOF, the parties have executed and signed this Agreement as of the date first written above.

SLIP OWNER or AGENT:

By: _____
Name: _____
Title: _____

LESSEE:

By: _____
Name: _____
Title: _____