

## GENERAL TERMS OF AGREEMENT

1. Spitzer Marinas, its' parent company, affiliates, employees and agents, do NOT carry insurance covering the TENANT'S property and shall not be responsible for or have any liability whatsoever for any loss, damage or injury (including loss of life) to persons or property.
    - a. Occurring on the Company's premises or in its storage spaces
    - b. Associated with the owner's vessel(s), motor(s), cradle, trailer, accessories or other property including but not limited to, dock box, fenders, tools and associated equipment.
    - c. Resulting in loss due to fire, theft, vandalism, collision, Marine equipment failure, windstorm, rain, tornado or any other casualty loss, or act of God.

**Owner agrees to cover the aforesaid risks by carrying appropriate insurance**  
**Including hull coverage & indemnity and/or liability without subrogation against Spitzer Marinas. Proof of this insurance is required.**

**Tenant agrees that all charges are for space lease, or any other services accruing under the terms of this contract shall give the Landlord a valid lien upon the Tenant's boat and/or motor and that no boat shall be removed from the Landlord's premises until all charges are paid. It is agreed that this contract is performable and venue shall be in the State & County of the Landlord. All notices required by this boat space lease agreement or the Law shall be to the addresses stated herein.**
  2. LANDLORD reserves the right to assign dock space, but all efforts consistent with good business practices and the rights and desires of other TENANT'S will be exercised in all effort to assign dock space desired by the TENANT. As noted on the front of this agreement.
  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 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 agreed 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 of 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 the one described within, said TENANT must first secure permission of the LANDLORD and pay any additional fees, if applicable.
  8. The use of Harbor or Marina electrical outlets for the operation of power tool, battery chargers, welders, air conditioners, heating units, etc., are prohibited except by special permission from the marina management.
  9. The LANDLORD cannot and does not guarantee the continuity of electrical services 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 lay-up or commissioning, 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 TENANT'S. Failure to meet these requirements would require that Tenant's boat to be removed from the premises of LANDLORD for repairs.
  13. 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.
  14. It is UNDERSTOOD AND AGREED that no boat is to be removed from its space unless and until all charges for space rental, winter storage, service and/or materials have been paid in full.
  15. 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 LEINS, THE TENANT SHALL PAY THE LANDLORD'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW.
  16. In the event TENANT fails to remove his boat and property from the space leased to TENANT at the termination of the space lease term as defined in Paragraph two (2) of this agreement, LANDLORD may at its sole option:
    - a. Charge to Tenant's account rent daily on a pro rata basis for each day or portion thereof the space occupied;
    - b. Avail itself of the remedies provided for in Paragraph nineteen (19); and
    - c. Avail itself of any other remedy available to LANDLORD under the law.
  17. 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 property of the TENANT may then be rented to another TENANT at the discretion of the LANDLORD.
  18. Operation of the boat shall be restricted to TENANT'S SIGNATORY TO THIS AGREEMENT unless otherwise specified IN WRITING herein.
  19. 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 liability of the LANDLORD to reach the TENANT, or by the movement of the boat by the LANDLORD. In general, the TENANT shall be entirely responsible for any emergency measures.
  20. DRY STORAGE SURVEY AND INSPECTION: The TENANT authorizes the LANDLORD to thoroughly survey the boat for hazards at hauling and prior to moving to dry storage. TENANT understands that is 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 the 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.
  21. 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.
  22. REMOVAL OF PERSONAL PROPERTY: The TENANT should remove any personal property from the boat prior to dry storage. IT IS UNDERSTOOD AND AGREED THAT THE LANDLORD WILL NOT BE RESPONSIBLE FOR ANY ITEMS OF PERSONAL PROPERTY LEFT IN THE BOAT, ON MARINA PREMIS, OR IN THE PARKING LOT.
  23. BOAT SINKING: In the event Tenant's boat shall, for any reason, sink, start to 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 (sinking) 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.
  24. Boats must be secured with proper lines and not cross tied to the next dock. If TENANT insists on cross tying, TENANT will be billed for two docks. Boats must be in assigned docks.
  25. GRILLS: TENANT may use **SMALL** (boat sized) propane and electric grills on boats and docks, but no Charcoal grills, oil lamps, or fires will be permitted.
  26. Dinghies: All dinghies must be attached to the boat in a manner that does not infringe on the fairway or on the neighbors' area. No dinghy shall be stored on the pier or dock; all dinghies must be over water and attached to the contracted boat. Any dinghies, Pw's or small boats not stored on the contracted boat will be charged an in-water fee.
  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 contract will be valid
- ADDITIONAL RACK STORAGE LEASE AGREEMENT CONDITIONS:
28. In and out service starts May 1 and ends November 1. All winterizing has to be done outside the building prior to November 1. Any boats not winterized by November 1 may be contracted by the marina and billed to the Lessor.
  29. Lessor requires that canvas and antennas be down and speedometer pickups and trim tabs be up before storing. Any damage as a result of non-conformance to this rule will be the Lessee's sole responsibility and Lessor in no event shall be liable for said damage.
  30. **No full gas tanks** are allowed in the racks. Lessee is responsible for overflow that causes damage to any boat or boats below and will be liable for said damages. **ALL OUTDRIVES MUST BE BAGGED DURING WINTER STORAGE.**
  31. **Cars illegally parked** in front of another Tenant's well, **will be towed away at the car owner's expense.** All cars must be parked in a designated area, or in designated guest parking areas within the Marina.
  32. This lease and any rights herein shall be terminated should the Lessee **walk a dog** inside the Marina without a leash and an implement bag for disposal of dog waste.
  33. There will be no loading or unloading of boats from trailers to racks or vice-versa. Boats shall only be loaded from or unloaded to a specified launching site.
  34. Lessee shall use the space for the storage of the boat and for no other use whatsoever.
- CONTRACTORS RULES AND REGULATIONS
35. By virtue of the contractual arrangement, contractors are Not guests. Contractors working inside the Marina impose additional potential legal liabilities on our customers and on the Marina. Therefore, any outside labor cannot be admitted into the Marina on the basis of a guest list. All outside labor must report to the Marina office. Outside labor planning to work in the Marina beyond normal hours of the Marina office can do so only if pre-arranged through the Marina office during normal business hours.
  36. Outside labor is allowed access into the Marina based upon the following conditions:
    - a. The contractor must furnish the Marina with a certificate of insurance showing \$1,000,000.00 liability coverage.
    - b. Our customer must supply the Marina office with a written authorization requesting entry into the Marina for the contractor.
    - c. Each employee of the contractor arriving at the Marina must register at the Marina office and sign a vehicle inspection authorization form as a condition of entry.
    - d. The contractor must comply with all Marina environmental rules and regulations and pay any environmental fees which may be assessed by the Marina