LEASE OF WATERCRAFT SLIP

THIS AGREEMENT is made this _____ day of _____, 20____, between LAKE STREET MARINA, LLC (the "Lessor"); and _____ (the "Lessee"). BY LESSEE'S SIGNATURE ON THIS LEASE, LESSEE AGREES TO ABIDE BY THE FOLLOWING COVENANTS:

- 2. **Rental Price:** Lessee agrees to pay, as and for rent for said premises the sum of \$100.00 per night, receipt of which is hereby acknowledged by Lessor. Rental period starts at 11:00 am and ends 11:00 am the following day. If the lease is renewed for an additional term, the rental amount for the upcoming term must be paid in full at the time of the execution of the renewal agreement.
- 3. Acceptance of Condition: Lessee accepts the slip in its present condition and agrees to commit no acts of destruction, or other acts tending to injure or deface the property. At the expiration of this lease, Lessee will deliver the Slip without notice to the Lessor in as good condition as when Lessee received the same.
- 4. Use of Premises: The use of this slip is limited to the mooring of the Lessee's watercraft and is limited to recreational use only. The watercraft is not to exceed 7500 pounds. No other use of the slip or related dock area is permitted. Lessee agrees that any boat in the aforesaid slip, with permission of Lessee, shall be titled and registered and must be identified with stickers and markings. Lessee agrees that only one watercraft will occupy the said slip at any given time. Lessor and Lessee agree that the Lessee may not alter or modify said slip.
- 5. **Insurance:** Lessee shall provide Lessor with a copy of an insurance liability policy for Lessee's watercraft naming Lessor as an additional insured in the minimum amount of \$1,000,000.00 per occurrence for the term of the lease. A copy of insurance liability coverage must accompany this signed lease agreement. Any lapse in coverage during the term of this lease shall result in immediate termination of this lease and the eviction of the Lessee's watercraft without rent abatement. Lessee shall also be responsible for any and all casualty losses suffered by the Lessee regarding Lessee's watercraft and shall indemnify and hold Lessor harmless for any loss suffered by the Lessee.
- 6. **Emergency:** Lessee hereby appoints Lessor, as the Lessee's attorney in fact in case of emergency, including but not limited to sinking, fire, or storm condition, to take any action necessary to ensure the safety of the Lessee's watercraft, which Lessor deems necessary under the circumstances, at the expense of the Lessee.

- 7. **Subletting:** Lessee may not sublet the Slip.
- 8. **Operating Rules:** Lessee shall abide by all rules, regulations and policies promulgated from time to time into this agreement and referenced as though fully set out herein. Violation of any terms of this lease shall constitute default of the terms of this lease thereby entitling Lessor to cancel this lease agreement.
- 9. **Indemnity:** Lessee agrees to hold Lessor harmless for Lessee's acts, omissions or those of Lessee's agents or invitees which might do or result in property damage or injury to others. Lessor shall not be responsible for any damage to the lifts, dock or other boats caused by the installation and/or operation of any boat lift installed by Lessee.
- 10. **Breach:** In the event of any breach of any provisions of this lease, this lease may be cancelled. In the event of any breach of provisions of this agreement by the Lessee requiring action by Lessor, by hiring a lawyer to enforce the same, Lessee agrees to be responsible for Lessor's attorney's fees and costs.
- 11. **Termination:** At the expiration of the term hereby created, or upon the breach of any of the covenants and agreements contained herein, Lessor, or its agent, shall have the right to take possession of the slip and remove Lessee's property and effects therefrom, and Lessee agrees to deliver same without process of law, and this lease, at the option of the Lessor shall terminate.
- 12. **Deposit:** Lake Street Marina will keep a credit card on file for any damage done to the lift or property. The Lessee authorized Lake Steet Marina to run up to a minimum of \$1500.00 if damages occur. Any damage greater than \$1500.00 will be billed to Lessee along with invoice for services. If lift remote is not returned to Lake Street Marina at time of check out, the card on file will also be used to cover cost of replacing that remote control.

IN WITNESS WHEREOF, said parties have executed this agreement the day and year first above written.

LESSOR: LAKE STREET MARINA LLC

Manager

LESSEE:

WATERCRAFT INFORMATION

BOAT OWNER:

| NAME(s): | |
|-------------|---|
| HOME PHONE: | |
| ADDRESS: | |
| WORK PHONE: | |
| CELL PHONE: | _ |
| E-MAIL: | |

BOAT INFORMATION:

| NAME: | |
|--------------------------|---|
| YEAR: | |
| TYPE: SAIL () POWER () | |
| BRAND: | |
| LENGTH OVERALL: | |
| HULL COLOR: | |
| I.D. NUMBER: | _ |

INSURANCE INFORMATION:

| COMPANY: | |
|-------------|--|
| POLICY NO.: | |
| AGENT: | |
| EXPIRATION: | |

EMERGENCY INFORMATION (LOCALLY):

| CONTACT: | |
|----------|--|
| PHONE: | |

AUTOMOBILE REGISTRATION:

| MAKE/MODEL: | |
|-------------|---|
| YEAR: | |
| COLOR: | |
| LICENSE: | _ |