



## Spencer Christopher Yacht Management Slip Rental Agreement

Please read, sign and return prior to vessel arrival.

### **PLEASE READ:**

1. Absolutely **NO LIVEBOARDS**. We are not legally permitted to allow liveboards, which is why we offer competitive pricing and easy-going terms. We are setup for absentee owners and by Florida law, not permitted for overnight guests.
2. Daytime use is available within the following parameters:
  - **PARKING** is only available in the 3 reserved spots by the road (NOT in front of United Yacht Sales Office, by ANY means. Nor is parking available in the driveway). **You WILL BE TOWED!!!**
  - **TRASH** must be taken with you and disposed of **OFFSITE**.
  - This is a professional office and must be treated accordingly. Please no disruptions.
  - Do NOT pump out your vessel into the river. We will add it to the FREE County Pump Out Boat Schedule, which comes around every Tuesday. Please do not pollute our river.
3. **Electric is FREE up to \$100**. Any amount after, will be charged to your slip. We advise the use of de-humidifiers in lieu of running the air conditioning. Please let us know if you need one.
4. Absolutely **NO SUBCONTRACTORS** are allowed on the property.
5. We will schedule the diving, washing and any work that needs to be done.

# Spencer Christopher Yacht Management Dockage Rental Agreement

On this, the \_\_\_\_ day of \_\_\_\_\_, 2021

This Dockage Rental Agreement is entered into by and between Spencer Christopher Maritime Holdings Inc., located at 110 SW Atlanta Ave. Stuart, FL 34994 and \_\_\_\_\_ with an address of: \_\_\_\_\_ for the dockage

of a (Year) \_\_\_\_\_ (LOA) \_\_\_\_\_ (Mfr.) \_\_\_\_\_

Name of Vessel: \_\_\_\_\_ Hull ID # \_\_\_\_\_ Registration# \_\_\_\_\_ State \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_ Policy # \_\_\_\_\_ Renewal Date: \_\_\_\_\_

The Renter warrants that it owns the above described vessel.

1. **Use.** This Agreement applies only to above named vessel.
2. **Term.** This Dockage Rental Agreement is for month to month rental, beginning on the first of the month of arrival and continuing from month to month thereafter, subject to all other paragraphs herein.
3. **Rent.** The rental rate shall be \$\_\_\_\_\_ USD per calendar month, plus tax. Slip rentals shall be paid in advance upon arrival, or the first day of the month that the monthly rental applies. Dockage shall not be prorated upon arrival or departure of vessel unless approved. If monthly rent is not received by the fifth day of the month, an administration fee of \$150.00 will be added to the rental fee. Landlord reserves the right to increase the rent by notifying the tenant in writing, 180 days in advance.
4. **Electrical Service.** Electrical service shall be included in the agreement up to \$75.00 per vessel per month. Any charges that exceed this amount will be added to the rental fee. **De-humidifiers in lieu of AC use are strongly recommended.**
5. **Termination.**
  - a. **Termination by Renter:** Monthly renters shall give Landlord (30 days) written or electronic notice prior to departure unless otherwise agreed upon.
  - b. **Termination by Landlord for Cause:**  
The Landlord may terminate this agreement for cause if the Renter violates any terms or conditions in this Agreement.
  - c. **Termination by Landlord Not for Cause:**  
The Landlord retains the right to terminate this Agreement without cause, at any time, with a 30 day written or electronic notice to the Renter. In such cases, any prepaid fees, charges or expenses shall be prorated, and any surplus returned to the Renter; and the Renter shall remove their boat by the termination date so noticed.
6. **Removal.** If the Renter fails to remove their boat and equipment from the rented slip before the termination or expiration of this Agreement, and after proper notice of same, the Landlord shall be entitled to:
  - a. Remove the vessel and store or re-dock the vessel at any location in any commercially reasonable manner, all at the expense and on the account of the Renter, and until all the Renter's fees and charges are brought current.
  - b. Locking the vessel in place until the Renter's fees and charges are brought current.

- c. Charge the Vessel the current transient rate of \$75.00 per day for so long as the vessel remains in the owner's slip until all the Renter's fee and charges are brought current.
- d. Renewing the rental at the then current rates for an additional, agreed upon, period of time.
- e. Exercise any other right the Landlord shall have at law, admiralty or equity.

- 7. Default.** If the Renter fails to make timely rental payments, or is in any other materials default of this Agreement, the Landlord shall have all remedies set forth in Paragraph 6.
- 8. Sublease.** Renter agrees not to transfer, sublet, assign or permit the use of their slip by any other person or vessel.
- 9. Tenant's Use of Premises.** Tenant will use the premises for the purpose of storing, showing and selling boats. The docks are not intended to be used for a commercial service facility. Major boat repairs on the premises will not be permitted without prior consent form Spencer Christopher Yacht Management (SCYM).
- 10. Landlord's Representation.** Landlord represents that at the beginning of the lease term, the premises will be properly zoned for Tenant's stated use and will be in compliance with all applicable laws and regulations. The premises have not been used for the storage or disposal of any toxic or hazardous substance and Landlord has received no notice from governmental authority concerning removal of any toxic or hazardous substance from the property.
- 11. Removal of Vessel.** Renter shall not have the right to remove his boat from the rented slip or the location to which the Landlord has relocated the vessel herein under, until all costs and fees described in the Agreement have been paid in full. Renter agrees that the Landlord may look to the credit of the vessel for unpaid rent, dockage and other services provided to the vessel, and the Landlord may use self-help, the state, federal and maritime lien laws in pursuit of its rights to payment.
- 12. Foul Weather.** Renter agrees that it is not relying in any way upon the skill or intervention of the Landlord or Marina to protect the vessel should foul or dangerous weather threaten to damage the vessel, or damage the vessel. Renter agrees to follow SCMH Rules and Regulations regarding the proper filing of a Named Storm Plan and agrees to abide by the Rules and Regulations as set forth regarding Named Storms. The Renter agrees to hold SCMH and the Marina harmless and further agrees to be responsible for any damage to SCMH and the Marina's facilities or property arising out of contact with the Renter's Vessel or Any fuel or appurtenance therefrom, including, without limitation, dock damage, environmental fines, and all other liabilities.

**Hurricane Caveat:** Boats are **NOT** permitted to stay at the docks if a hurricane warning is issued. If a hurricane warning is issued, owners will remove their vessels from the premises. If owner is absent, there must be a Hurricane Plan filed in advance to direct where the vessel should be placed. If not, the liability of damage to the property and other boats will be on the tenant. The docks are NOT hurricane rated and the Landlord assumes no responsibility for damage done to boats if abandoned at the docks during a hurricane. Also, if the boat damages the dock or property, the owner of the vessel is fully responsible for repair costs, salvage and loss of revenue to the Landlord.

- 13. Insurance Coverage.** The Renter agrees to maintain insurance coverage for the entire time the vessel is in the Marina Facility and document the same. A Copy of Tenant's Insurance Coverage Policy must be submitted. The Dockage Rental Agreement will be voided if coverage is not maintained and Tenant agrees to not hold Landlord or property owners liable for any claims.

- 14. Damages to Premises.** If premises are damaged through fire of other causes not the fault of the Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the premises.
- 15. Maintenance and Repairs to Lift.** If electrical or boat lift repairs need to be made in excess of \$1,000 and are not a result of negligent operation, the Landlord will take responsibility if given prior notification.
- 16. Disputes, Choice of Law and Forum..** If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the cost of the mediator equally. Any dispute arising hereunder shall be governed by the laws of the State of Florida as supplemented by Federal Admiralty law, and any action to enforce this Agreement must be brought exclusively to the courts of Martin County, FL.
- 17. Additional Agreement.** Landlord and Tenant agree the SCMH, Inc. or its associated companies, their employees or guest contract workers indemnify and hold harmless SCMH, Inc., its agents servants, sub-contractors, the State of Florida against any loss whatsoever including any cost of claim or suit, judgment, costs, expenses and attorney fees incurred or which arise out of any action or cause of action relating to or concerning the use and/or rental of any area covered in this lease. The property is to be used at the sole risk of those who enter it and SCMH, Inc. shall not be liable for the care, custody or protection of the boats including her gear, equipment or contents or for any damage or injury sustained by said above entities, their employees, invitees or guests, whether due to any alleged neglect by SCMH, Inc. or otherwise. SCMH, Inc. shall have a lien against the boat/boats, her appurtenances and contents, for unpaid sums due for the use of dock facilities, services and rental, or for damage caused or contributed to said above entities, their employees.
- 18. Health and Pollution Standards.** Safety dictates that compliance with the following rules and regulations is required. In addition, the "rules of the road" and navigation laws of the United States, and in particular, the laws of the State of Florida must be adhered to.
- a. Vessel:** Vessel must be maintained in seaworthy condition, capable of operating under its own power. Vessel topsides must be kept in a shipshape condition at all times.
  - b. Live Aboards:** Absolutely **NO LIVE ABOARDS** are allowed. We do not have adequate facilities nor legal permitting to allow it.
  - c. Docks:** Docks and walkways are to be kept clear at all times. Storage of loose gear on the vessel or at any location in the Marina and the surrounding grass area is prohibited. Dock Boxes must be placed on 2x4s. Hoses and tie ropes must not cross docks. Gangways must not block access to another vessel.
  - d. Dinghies:** Dinghies or tenders are allowed when stored on deck or davits, or in the place provided for the mother vessel when in the water. Storage is not allowed on the dock or on the premises.
  - e. Water:** City water is available at the dock to wash your boat and is safe to drink. Please be conservative with its use, and check that hose fixtures are free of leaks. Water shut off is at the base of the dock. Please do not leave the hoses charged. Water should not be left hooked up to boats which are unattended.
  - f. Heads:** All heads aboard vessel must comply with all health and pollution standards of the State of Florida and the United States Coast Guard. (See section k.) City pump-out service is available.
  - g. Swimming:** No swimming off the docks is allowed.

- h. Fishing:** No Fishing or cleaning of fish at this facility.
- i. Grills:** Charcoal fires and gas grill cooking will not be permitted on the docks or on any vessel or on any location in the Marina. We do have a gas grill in the back of the United Yacht Sales office. After using, please clean the grill and make sure to turn off the gas.
- j. Garbage:** All garbage shall not be thrown overboard, but must be placed in plastic bags and taken to the outdoor garbage collection area at the corner of Atlanta Ave. and SE Anchorage Way. Green bins are for garbage. Recycling is available at the same location in the large blue bins. Please break down any large boxes that go in the blue bins. Discharge of hazardous material or waste is not permitted. Oil, batteries or other hazardous material must be removed from the premises by owner. These are not to be left in the garbage pens.
- k. Vessel Sanitation:** Disposal from the vessel's head, holding tanks or oily bilge tanks shall be prohibited. Please dispose of toxic boat garbage such as oils, fuel or sanitation elsewhere. There are two Pump Out Stations located in Sunset Bay Marina. The phone number is 772.283.9225. You may also contact the City of Stuart sanitation boat (S/V Poop). No fueling operations are allowed at the Marina.
- l. Boat Work:** No outside contractors are allowed without prior permission from Christopher Cooke. All contractors must show Proof of Insurance. Check in is mandatory at 772.631.7702.
- m. Alcohol:** Alcohol consumption is not permitted on the premises.
- n. Liability:** Tenant will hold the Landlord harmless of liability for any accidents, property damage or bodily harm that occur to them, their guest or workers on the property of the associated docks where their boat is located.
- o. Access to Docks and Parking:** All leasers must access the docks from the backyard at 110 SW Atlanta Ave. Dock B leasers must then use gate near the sea wall to access B Docks. Dock A must park in Sunset Bay Marina parking lot during the week or in an office space on the weekends. Dock B is limited to one car per slip and utilized only when tenant is aboard their boat or if a broker is showing the boat. There are two parking spaces, located on the concrete area at 100 SW Atlantic Ave. (immediately adjacent to the 110 SW Atlanta Ave. driveway) and are available on a first come, first serve basis. Be sure to place a note in the window stating your name and which vessel you are on to prevent being towed.
- p. Pets:** Must be kept on a leash while not on the boat and cleaned up after. Tenants are responsible for the actions of their pets.

**19. Entire Agreement.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writing.

**20. Successors and Assignees.** This lease binds and benefits heirs, successors and assignees of the parties.

**21. Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designated in writing. A notice may be delivered in person, by certified mail or by overnight courier or Email.

**22. Governing Laws.** This lease will be governed by and construed in accordance with the laws of the State of Florida.

**23. Counterparts.** The parties may sign several identical counterparts of this lease. Any fully signed counterpart shall be treated as an original.

**24. Modification.** This lease may be modified only by writing signed by the party against whom such modification is sought to be enforced.

**25. Waiver.** If one party waives any term or provision of this lease at any time. That waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

**26. Severability.** In the event that any provision of this Agreement should be held null and void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect. If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of the lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

**27. Binding Nature.** The Agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

RENTER'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_.

SLIP MANAGER'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_.

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_.

(It is agreed by all parties that electronic or faxed signatures will be accepted by both parties.)