

SLIP LEASE AGREEMENT

Lessor: _____

Address: _____

Phone: _____ Fax: _____

The Lessee hereby offers to lease from Lessor the dock situated in the Town of Jupiter, County of Palm Beach, State of Florida described as: Casseekey Island, Slip, Jupiter, FL 3347.

Property Control No. _____.

LESSEE IDENTIFICATION: Lessee's full name and address are:

Name: _____

Home Address: _____

Mailing Address (if different from above): _____

Telephone: Home _____ Business _____

Cell: _____

VESSEL IDENTIFICATION: Description of Lessee's vessel that is to be placed in the leased slip.

Vessel Name: _____ Sail _____ Power _____

Manufacturer: _____ Model: _____

Hull ID #: _____

Registration or Documentation No _____ (provide copy)

Home Port or State of Registration: _____

LOA _____ Beam _____ Draft _____

Trailer Make: _____ License: _____

NOTE: LOA is the longest dimension of the boat and is to include railing, swim platforms or other appendages off stern of the boat.

AGREEMENT: Lessor and Lessee agree as follows:

1. PERMISSION TO MOOR VESSEL: By terms of this Lease Agreement, Lessee shall be allowed to dock the above-described vessel at Slip _____, Jupiter, Florida 33477.

2. LEASE DURATION AND RENT: Lessor demises the above premises for a term of _____ . The rent for the entire lease period, as agreed upon between the Lessor and Lessee, shall be _____ .

3. LEASE NOT TRANSFERABLE: This Lease Agreement is not transferable, either to another person or for any vessel other than that specifically described above, without the Lessor's written consent and approval of the Board of Directors of the Casseekey Island Docks Condominium Association ("Board").

4. INSURANCE: Lessee warrants that the vessel is insured for liability of \$1,000,000 and lists Casseekey Island Dock as additional insured, as is evidenced by the **attached Certificate of Insurance**. Lessee agrees that Lessee will be held responsible for damage which vessel may cause by any means to other vessels, equipment or facilities in the Casseekey Island Dock Condominium.

Lessee, at Lessee's expense, shall maintain liability insurance, including bodily injury and property damage, insuring Lessee and Lessor with coverage acceptable to the Lessor and Board and further:

Lessee shall provide Lessor with a **Certificate of Insurance** showing Lessor and Board as additional insureds. The certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

If the leased premises or any other part of the structure is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

5. INDEMNIFICATION: Lessee agrees to defend, indemnify and hold harmless Lessor, the Board and members, manager, agents and assigns for any and all claims, damages, losses, demands, causes of action or liabilities of any kind, including attorneys' fees, for personal injuries, including death, or damage to property arising out of the use by Lessee, including Lessee's family, employees, agents, guests, invitees and business invitees, of the vessel, or the mooring of the vessel by Lessee.

6. LESSOR AND BOARD NOT LIABLE FOR FIRE, THEFT, ETC.: Lessee will take all reasonable precautions to protect the safety and property of the leased slip, dock facilities and other vessels docked. However, Lessor assumes no responsibility for the safety of any vessel moored at Unit/Slip Casseekey Island, Jupiter, Florida 33477.

7. NO WARRANTIES: Lessee shall rent the slip from Lessor in its "as is" condition. Lessor specifically disclaims all warranties, including, but not limited to, those of merchantability or fitness for a particular use.

8. SUNKEN VESSEL: In the event Lessee's vessel sinks in its slip or within the Casseekey Island Dock Condominium, Lessee will commence salvage activities within twenty-four (24) hours of notice by the Casseekey Island Dock Condominium that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the vessel, and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the vessel.

9. EMERGENCY SALVAGE ATTEMPT: In the event Lessee's vessel is observed to be sinking or on fire while moored in the Casseekey Island Dock Condominium, Lessee grants to Lessor, without recourse, the right to enter the vessel to attempt salvage, and to take whatever measures Lessor deems appropriate; and Lessee shall reimburse Lessor for all expenses incurred in the salvaging of the vessel. Lessor shall not claim salvage rights on any action that might be so taken.

10. REMOVAL OF VESSEL UPON TERMINATION: Upon termination of this Lease Agreement for any reason, Lessee shall remove the vessel from the Casseekey Island Dock Condominium within two (2) days' notice of end of lease.

11. HOLD OVER: Should Lessee fail to remove the vessel upon termination of the Lease Agreement, Lessee shall be deemed a hold-over and shall pay rent in accordance with the previous term under this Lease Agreement.

12. TENANCY: Lessor and Lessee agree that the tenancy is subject to the governing documents of the Casseekey Island Dock Condominium Association, Inc. including By-Laws and Rules and Regulations.

13. CARE AND MAINTENANCE OF PREMISES: Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall maintain the premises in good and safe condition at all times, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected.

14. ORDINANCES AND STATUTES: Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

15. UTILITIES: All applications and connections for necessary utility services on the demised premises shall remain in the name of the Lessor. Lessor will provide Lessee with copies of utility bills and Lessee shall reimburse the Lessor for the amount of the utility bills in their entirety. Lessee shall pay such amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designated to provide standard use electrical facilities and standard lighting. Lessee shall not use any equipment or devices which utilize excessive electric energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

16. RENEWAL OF LEASE: This Lease Agreement is **NOT** automatically renewable. However, tenancy shall give Lessee renewal priority over another applicant for the slip up to _____
(date)

of the year following the original lease. This Lease Agreement shall be renewable only by the signing of a new agreement and by payment in advance of the appropriate lease fee.

I certify that I have read and agreed to the above terms, and that I will agree to abide by the current rules and regulations of the Casseekey Island Dock Condominium.

ATTACHMENTS: >Copy of vessel's registration or documentation (face page)
>Certificate of Insurance evidencing vessel liability and property damage coverage

LESSEE _____

DATE: _____

LEASE ACCEPTED:

By _____
LESSOR

DATE: _____