

Dockside Store Lease Agreement

2020

*Dock
Store*

THIS AGREEMENT made and entered into August 1, 2020 by and between Gulf Harbor Marina Condominium Association, Herein referred to as "Gulf Harbor" and MOJO Dockside LLC herein after referred to as "Dockside"

WHEREAS GULF HARBOR owns and operates a full service marina (the "Marina") located at 100 Circuit Rd Nokomis, FL (the "Property")

WHEREAS, Dockside desires to enter into this Agreement for use of the concession area as defined as Exhibit "A" "C-14" and as more specifically described in this Agreement (the "Concession Area").

NOW THEREFORE, in consideration of the terms and conditions contained herein, the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. AREA:

GULF HARBOR hereby grants to DOCKSIDE the right to use the Concession Area located on the Property, which area shall include the non-exclusive use of the dock areas adjacent to said Concession Area. The Concession Area, the Dock Area, the bait station and the Fuel Tank Area are located and designated for the purposes of providing the approximate boundaries, which boundaries shall be determined in the sole discretion of GULF HARBOR in the event of any conflict. The partners acknowledge that there are areas within the Concession Area and Dock Area which by their nature are not solely of the use of DOCKSIDE.

2. TERM:

The term of this Agreement shall be for a period of five (5) years commencing on August 1, 2020 through July 31, 2025. Thereafter the Agreement shall be automatically renewed on a five year basis unless either GULF HARBOR or DOCKSIDE gives the other written notice of its non-renewal at least sixty (60) days prior to the end the current yearly term.

3. INSURANCE:

3.1 To the fullest extent permitted by law, Tenant shall indemnify and hold harmless Landlord, all board members and any other parties with interest within the association from any and all liability for damage to persons or property upon the Premises by reason of Tenant's occupancy thereof or activity thereon. Tenant shall indemnify Landlord, all board members and any other parties with interest within the association against such liability, and in connection therewith, shall procure, pay for, and maintain, for the benefit of Landlord, all board members and any other parties with interest within the association, general liability insurance with a limit of not less than one million dollars (\$1,000,000.00) for any one person, and not less than three million dollars (\$3,000,000.00) for any one occurrence. This policy shall be primary and noncontributory and contain a waiver of subrogation as to Landlord, all board members and any other parties with interest within the association. Such policy of insurance shall show the Landlord, all board members and any other parties with interest within the association as an additional insured, and shall contain no provisions whereby the insurer may raise any act or omission of Tenant as a defense to affording Landlord, all board members and any other parties with interest within the association coverage thereunder, other than nonpayment of premiums or misrepresentation in the inception. The Tenant is required to procure and maintain a Liquor liability policy.

3.2. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to the Parties.

3.3. Tenant shall deliver copies to Landlord, all board members and any other parties with interest within the association of any policies of insurance required to be procured or maintained by Tenant hereunder. Said policies shall bear an endorsement substantially as follows:

3.3.1. "Notwithstanding anything herein to the contrary, no cancellation, reduction in amount or modification of the within policies shall be valid as to Landlord, all board members and any other parties with interest within the association, without ten (10) days prior notice to Landlord, all board members and any other parties with interest within the association addressed to its agent, or to such other address as the Landlord, all board members and any other parties with interest within the association might designate to such insurer for the purpose of sending such notices. The rights of the Landlord, all board members and any other parties with interest within the association shall not be affected by any act or neglect of the Tenant, except fraud in the inception or non-payment of premiums."

3.4. Landlord, all board members and any other parties with interest within the association makes no representation that the limits of liability specified to be carried by Tenant pursuant to section 20 are adequate to protect Tenant. If Tenant believes any such insurance coverage is inadequate, Tenant shall obtain, at Tenant's sole expense, such additional insurance coverage as Tenant deems adequate.

3.5. Tenant shall not do, or permit to be done, any act or thing upon the leased premises which would:

3.5.1. Jeopardize or be in conflict with fire insurance policies covering the building and fixtures and property in the building;

3.5.2. Increase the rate of fire insurance applicable to the Premises to an amount higher than it would otherwise be for the permitted uses; or,

3.5.3. Subject Landlord, all board members and any other parties with interest within the association to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon the Premises.

3.6. Tenant shall obtain and maintain Worker's Compensation Insurance as is required by the State of Florida. If Worker's Compensation is required and the tenant does not properly and timely acquire it the lease will be considered void.

4. INDEMNIFICATION AND HOLD HARMLESS:

TENANT'S INDEMNITY: Tenant shall indemnify and hold harmless Landlord, all board members and any other parties with interest within the association from any liability that Landlord, all board members and any other parties with interest within the association might incur by reason of Tenant's failure to comply with the terms of this Lease. Tenant shall indemnify and hold harmless Landlord, all board members and any other parties with interest within the association from all fines, suits, proceedings, claims and actions of any kind by Tenant, its agents, employees, guests, visitors, or any other person, arising out of or in any way associated with Tenant's use or occupancy of the leased premises or arising by reasons of any breach or non-performance by Tenant of any provision of this Lease. Tenant shall defend any and all actions, suits or proceedings which may be brought against Landlord, all board members and any other parties with interest within the association, or in which Landlord, all board members

and any other parties with interest within the association may be implemented or joined with others, arising out of or in any way associated with Tenant's use or occupancy of the leased premises. Tenant shall satisfy, pay, and discharge any and all judgments, orders, and decrees recovered or recoverable against Tenant or Landlord, all board members and any other parties with interest within the association in any such action or proceedings, except as otherwise provided herein.

5. PREMISE ALTERATIONS:

Tenant shall not do, or permit to be done, any act or thing, constructed or signage upon the leased premises without the consent of the Landlord.

6. PROCEEDS FROM SALE OF FUEL:

GULF HARBOR shall establish prices and policies concerning cash and credit sales for fuel. DOCKSIDE shall keep \$0.05 (5 cents) per gallon of fuel pumped to retail customers (excluding internal marina sales). DOCKSIDE shall account on a daily basis to GULF HARBOR for money and charges collected from the sales of fuel. The sole monetary consideration from GULF HARBOR to DOCKSIDE for this Agreement shall be the monies retained by DOCKSIDE per this paragraph:

7. ASSIGNMENT OF LEASE

This lease is non assignable without approval of the GULF HARBOR Board of Directors.

8. MISCELLANEOUS:

This Agreement may be executed in one or more counterparts, each of which shall be considered an original. The terms of this Agreement may be altered only by a writing signed by both parties hereto.

GOVERNING LAW AND VENUE: This Lease shall be construed and enforced according to the laws of the State of Florida. This Lease is entered into in Sarasota County, Florida, and Sarasota County, Florida, shall be the only venue for any litigation arising out of the Lease.

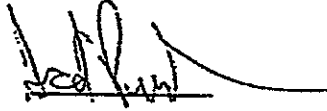
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

IN the presence of:

Witnesses:

Gulf Harbor Marina Condominium Association

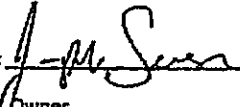


BY: 
President of Association

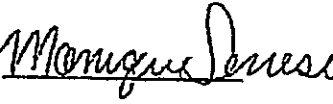


MOJO Dockside, LLC

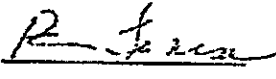


BY: 
Owner

MOJO Dockside, LLC

BY: 
Owner

MOJO Dockside, LLC

BY: 
Owner

Ownership and responsibilities for Gulf Harbor Marina Condominium Association Inc. (Condo) and Gulf Harbor Marina Dockside Store LLC (Dockside Store).

Gulf Harbor Marina is the owner of and responsible for:

1. The building including doors, windows and all the permanently attached items
2. A/C unit with heat
3. Bait Tanks (Dockside store will maintain the bait tanks)
4. All fuel related items

Gulf Harbor Marina Dockside store is the owner and responsible for:

1. The 2 back up freezers located in the north marina building
2. The 2 small freezers located in the store
3. The hoses and pump for the bait tanks
4. Maintenance of the bait tanks
5. The large beverage cooler

The items listed above that are owned by the Dockside Store can be changed at the discretion of the owner of the Dockside store.