



**AGREEMENT BETWEEN GULF HARBOR MARINA CONDOMINIUM ASSOCIATION, INC.**

**AND**

**GULF HARBOR MARINA SERVICE, LLC.**

**October 31, 2025**

This agreement was made and entered into effective November 1, 2025, between Gulf Harbor Marina Condominium Association, Inc. herein referred to as Gulf Harbor Marina or Association and Gulf Harbor Marina Service, LLC. Herein referred to as GHM Service.

GHM Service agrees to lease 128 Square Feet of space inside the North Building Service Area. This space is Limited Common Element.

The monthly amount due for this space is \$500.00.

**TERM**

GHM Service will lease Limited Common Element in the North Building Service Area at a monthly fee of \$500.00. The payment will be made monthly. This agreement shall be automatically renewed on a Month-to-Month Basis unless either Gulf Harbor Marina or GHM Service gives the other 30-day written notice. Gulf Harbor Marina may terminate this agreement without cause with 30-day written notice.

**INSURANCE**

To the fullest extent permitted by law, GHM Service shall indemnify and hold harmless Gulf Harbor Marina, 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 tenants' occupancy or activity.

GHM Service will maintain general liability insurance with a limit of not less than one (1) million dollars (\$1,000,000.00) for any one person and not less than three (3) million dollars (\$3,000,000.00) for any one occurrence. Such policy of insurance shall show Gulf Harbor

Marina, all board members and any other parties with interest within the association as additional insured. GHM Service will deliver copies of any policies required.

GHM Service shall obtain and maintain Workers' Compensation insurance as is required by the State of Florida, if Workers' Compensation is required.

GHM Service shall not do or permit any act to be done upon the leased premises which would:

-Jeopardize or conflict with the fire insurance policies covering the building and fixtures and property in the building.

-Subject Gulf Harbor Marina, 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 out upon the premises.

#### **INDEMNIFICATION AND HOLD HARMLESS**

GHM Service shall indemnify and hold harmless Gulf Harbor Marina, all Board Members and any other parties with interest within the Association from any liability that may transpire by reason of GHM Service's failure to comply with the terms of this lease. GHM Service shall indemnify and hold harmless Gulf Harbor Marina, all Board Members, and any other parties with interest within the Association from all fines, suits, proceedings, claims and actions of any kind by GHM Service its' agents, employees, guests, visitors or other person arising out of or in any way associated with GHM Service's use or occupancy of the leased premises or arising by reasons of any breach or non-performance by GHM Service of any provision in this lease. GHM Service shall defend any and all actions, suits or proceedings which may be brought against Gulf Harbor Marina, all Board members and any other parties with interest within the Association or in which Gulf Harbor Marina, all Board Members and any other parties with interest with within the Association may be implemented or joined with others arising out of or in any way associated with GHM Service use of occupancy of the leased premises.

#### **ASSIGNMENT OF LEASE**


This lease is not assignable or transferable without the approval of the Gulf Harbor Marina Board of Directors. This lease will 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; Floride 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.

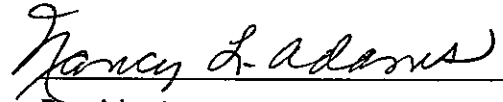
Signed, Sealed and Delivered October 31, 2025

Witnesses

Gulf Harbor Marina Condominium  
Association, Inc.



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President



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GHM Service, LLC

  
Steven Cocchi, Owner