

This Agreement is made between **ANCHOR HIGH MARINA, INC.**, LESSOR, and the owner whose name & signature appear below, LESSEE:

LESSEE'S NAME: _____

ADDRESS: _____

HOME PHONE: _____ WORK or CELL PHONE: _____ SLIP ASSIGNED: _____

LGTH: _____ BOAT NAME: _____ MAKE: _____ MODEL: _____

REGISTRATION DOC.# _____ ANNUAL LEASE BEGINS ON: _____ RENTAL FEE: \$ _____

WITNESSETH: That for and in consideration of the payment of the rentals herein set forth, lessee shall have the privilege to moor the above-described vessel in the assigned slip in Lessor's marina between the dates set forth, **SUBJECT TO THE FOLLOWING COVENANTS AND CONDITIONS AND TO THE RULES AND REGULATIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

1) All rental fees due hereunder from Lessee shall be paid in advance and in accordance with the terms of this Lease Agreement and the Rules and Regulations set forth on the reverse side hereof. Lessor shall have a first and superior lien upon the described vessel or any substitute vessel and any property and equipment thereon to secure the payment of rentals due Lessor hereunder and for all charges incurred by Lessee for fuel, electricity, supplies, goods and services for the vessel. Lessor shall have the right to remove the vessel from its mooring and secure it in other wet or dry storage if charges for rentals, fuel, electricity, supplies, goods or services for the vessel have not been paid within thirty (30) days, and to lease the assigned slip to others. If collection procedures are necessary to collect any sums due Lessor, Lessee shall also be responsible for all costs and attorney fees incurred by Lessor.

2) Lessee agrees to keep his vessel and all property thereon insured against loss by fire, windstorm, hail, theft or other casualty and to save and hold harmless Lessor from any and all claims for loss, subrogation or indemnification relating to thereto. This Agreement is for the use by the Lessee of the assigned dock space only and it is to be used at the sole risk of the Lessee. Lessor shall not be responsible for the care or protection of the vessel or its contents. In the event of fire or other catastrophe Lessor shall have the right, but not the obligation, to cut the vessel free and such act shall be deemed of ordinary prudence for the protection of other vessels in the marina.

3) Lessee agrees to carry liability insurance on the vessel and its operator and agrees to indemnify and hold harmless Lessor from and against any and all claims for injury, loss or damage to Lessee's employees or guests or to other persons or property of Lessor or others using Lessor's harbor caused by reason of the negligence of Lessee, his agents, servants, employees or guests while using or operating the vessel. Lessee expressly waives any and all rights to assign and/or subrogate causes of action and/or claims against Lessor, its officers, agents or employees that might arise out of Lessee's ownership or use of the vessel or use of Lessor's harbor or facilities under the terms of this Agreement. Lessee to maintain current copy of insurance certificate with ANCHOR HIGH MARINA, INC.

4) Lessor shall have the right to terminate this lease at its option, with or without cause and without penalty for damages accruing to Lessee, by giving to Lessee, at the address shown above, written notice of such termination not less than ten (10) days prior to such termination and by refunding to Lessee any unused portion of any rental paid hereunder.

5) This Lease is non-transferable and departure by Lessee prior to the expiration of the term hereof shall constitute forfeiture of the remaining rent. Neither this Lease nor the dockage space leased hereunder may be assigned or sublet without the express written consent of Lessor.

6) The rental herein above set forth includes only mooring charges. Lessee agrees to further pay all charges or assessments for fuel, supplies, electricity, goods and services upon receipt of an invoice for same and further agrees to pay Lessor a service charge of one and one half percent (1½ %) per month on all sums paid after the 10th.

7) The term of the lease shall be for a period of one (1) year, beginning from the date of this lease, and extending for a period of one (1) year thereafter. This lease shall be automatically renewed for additional one-year successive terms unless either party gives notice in writing in the last forty-five (45) days of the original or renewed one-year term that the lease shall not be renewed for another year. Such renewed terms shall be for successive periods of one year each.

8) The rental amount for a slip of the dimensions and location shall be posted at the Marina Office. The rental amount shall be for the full term of the lease but may be paid in twelve equal monthly installments. Lessor reserves the right to increase the rental upon 45 days written notice and shall post the increased fees in a prominent location. Said increase shall take effect on the first day of the month 45 days or more from the date of the mailing of the written notice and shall apply to all tenants based upon the dimensions and location of each slip. Said increase shall only apply to the remainder of the yearly term and any successive term.

9) This Lease, together with the Rules and Regulations on the reverse side hereof, constitutes the entire agreement between the parties, and may only be amended in writing executed by both parties and shall be binding upon the parties, their heirs, successors and assigns.

This the _____ day of _____, 20_____.

LESSEE

LESSOR: ANCHOR HIGH MARINA, INC.

ANCHOR HIGH MARINA, INC.

MARINA RULES AND REGULATIONS

The following Rules and Regulations are a part of the Dockage Lease Agreement between ANCHOR HIGH MARINA, INC. and all Lessees of mooring space in Lessor's marina and are to be observed by Lessee under penalty of forfeiture of their lease Agreement.

- 1) The owner of the vessel described in the Lease Agreement or any substitute vessel is responsible for the conduct of all persons operating using, visiting or working on the vessel.
- 2) Lessee specifically agrees to abide by all Federal and State laws and regulations applicable to the ownership, operation and/or use of the vessel and the use of Lessor's marina and harbor, including, but not limited to safety, health, and sanitary regulations.
- 3) No boats, floats, rafts or vessels other than those regularly carried aboard the vessel shall be brought into or moored in the harbor. Second vessels, regardless of type, are not permitted on walkways or fingers.
- 4) No swimming, diving or bathing is permitted in the waters of the harbor.
- 5) Petroleum products, paints and other toxic or flammable materials shall not be stored on or dispensed from any dock, walkways or finger except at Lessor's fuel dock. All smoking materials must be extinguished and all engines turned off while the vessel is being fueled at Lessor's fuel dock. Fuel spillage or overflow from the vessel is the responsibility of the Lessee.
- 6) Alterations or additions to slips, walkways, utilities or other facilities of Lessor are prohibited unless approved in writing by Lessor. Walkways and fingers shall be kept clear of boats, motors, equipment and other items except those stored in a suitable weatherproof dock box which shall be located in such a manner as to not block access to the walkways or fingers. Storage of materials overhead on covered docks is absolutely prohibited.
- 7) All garbage and other trash must be bagged in disposable plastic bags and deposited in containers provided by Lessor. No paints, petroleum products, hazardous or toxic wastes shall be deposited in Lessor's garbage containers, except those specifically provided for such purpose. No garbage, paint, petroleum products, bilge water or other hazardous or other toxic waste shall be thrown, deposited or permitted to fall into the water in Lessor's harbor.
- 8) All electrical lines, fixtures and equipment which are connected to Lessor's electrical supply facilities shall conform to all applicable Federal and State laws, codes, and regulations. No electrical heaters or other electrical appliances, which are capable of creating a fire hazard, shall be left connected when the vessel is unattended.
- 9) All vessels, which are equipped with plumbing facilities, shall be equipped with holding tanks or other approved type treatment facilities and operated in compliance with all applicable Federal and State laws and regulations.
- 10) No commercial activity of any kind whatsoever shall be conducted by Lessee, his agents, servants or guests in Lessor's marina or harbor without Lessor's express written consent. No advertising, signs, placards or commercial displays shall be permitted on any vessel in the harbor.
- 11) No repairs, refitting or other maintenance shall be performed on any vessel in the marina slips except such minor maintenance as would normally be performed by the vessel owner without benefit of a mechanic or other craftsman. Power tools such as grinders, sanders, torches, welders, and flammable or toxic paint or varnish removers shall not be used in the slips.
- 12) No mechanic, contractors or other persons shall be employed by Lessee to work on the vessel unless such person shall first have registered with Lessor and shall have furnished to Lessor a certificate of worker's compensation and public liability insurance in a form and with coverage satisfactory to Lessor.
- 13) All pets are to be kept on a leash. Owners are responsible for cleaning up after their pets.
- 14) Lessor shall have the right, but not the obligation, to inspect the vessel for leakage, safety or unseaworthiness and to remove the vessel from the slip in case of emergency or to make repairs to the marina. Lessee is solely responsible for the seaworthiness and care of the vessel.
- 15) Disorderly conduct, persistent infraction of these rules and regulations or any action which might reasonably be expected to cause injury or damage to life or property in the marina shall be cause for immediate termination of this Lease by Lessor and removal of the vessel from the harbor.

PLEASE HELP US IN MAINTAINING A CLEAN, COMFORTABLE, RELAXING, FUN MARINA.