

DOCK/SLIP LEASE

This agreement is made between **PYRAMID ACRES MARINA, LLC, LESSOR**, and the vessel and owner whose name and signature appear below, **LESSEE**:

LESSEE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

REGISTRATION DOC# _____ BOAT MAKE: _____

CONTACT NUMBER: _____ DOCK: _____ SLIP: _____

LEASED FROM: March 20, 2020 TO: March 19, 2021 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 CONDITION 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 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 and any damages done by the vessel to Lessor's property. Lessor shall have the right to remove the vessel from its mooring and secure it in other wet or dry storage if charges for damages, rentals, fuel, electricity, supplies, goods or services for the vessel have not been paid within one (1) day, 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 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) Any damages in any way caused by Lessee's vessel to Lessor's property shall be the sole responsibility of Lessee and the Lessor shall be paid for same within thirty (30) days.
- 4) 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 who might arise out of Lessee's ownership or use of Lessor's harbor or facilities under the terms of this Agreement.
- 5) 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.
- 6) 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 the Lessor.
- 7) 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: PYRAMID ACRES MARINA, LLC